Come Join us in Cleaning Ganga

NAMAMI GANGE

GHAT CLEANING PROGRAMME

TENDER DOCUMENT

For

Cleaning/sweeping / Washing with collection and disposal of solid waste from the banks of river on Ghats at Mathura-Vrindavan (Uttar Pradesh)

NIT Number: 01/SMCG- U.P./ 2018-19 (Ghat Cleaning)

Project Director
State Mission for Clean Ganga
Plot No-18, Sector-7, Gomti Nagar Extension, Lucknow, Uttar Pradesh 262010
Volume - I

TITLE

SECTION I. NOTICE INVITING TENDER

SECTION II. INSTRUCTIONS TO BIDDERS

SECTION III FORM OF BANK GUARANTEE, AGREEMENT, LOA AND OTHER FORMS

SECTION IV. CONDITIONS OF CONTRACT & CONTRACT DATA

SECTION V. SCOPE OF WORK & TECHNICAL PARAMETERS

Volume II

SECTION VI. Financial Bid
State Mission for Clean Ganga-UP  
Plot No-18, Sector-7, Gomti Nagar Extension,  
Lucknow, Uttar Pradesh 262010, e-mail: apd@smcg-up.org

**NIT No-01/SMCG-UP/2018-19 (GHAT CLEANING)**  
(National Competitive Bidding through e-Tendering mode only)

State Mission for Clean Ganga-UP, (hereinafter called “the Employer”) hereby invites bids on Two- bid systems through e-tendering for “Ghat Cleaning Works” under Namami Gange Program in Allahabad, Kanpur, Bithoor and Mathura-Vrindavan City/Town in the State of UP from experienced Contractors/ Firms/Organizations/Agencies excluding those firms who have been declared as non-performing or blacklisted/ debarred for specified period or against whom such action is under process by Central/State Government or it’s Undertakings. Details of Package are as under:

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<th>Bid Security (INR) (In Lakhs )</th>
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<td>1. Mathura-Vrindavan</td>
<td>Cleaning/Sweeping / Washing with collection &amp; disposal of Solid Waste from the Banks of River on Ghats in Mathura-Vrindavan</td>
<td>359.65</td>
<td>3.59</td>
<td>3 Years</td>
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“The Scope of Work includes mainly Cleaning/Washing of Ghats, Installation of Sharadha Kalash, Dust Bins and Operation & Maintenance of Ghats and allied infrastructures”

1. It is mandatory for all the bidders to have class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid) from any of the licensed Certifying Agency Bidders can see the list of licensed CA’s from e-Tendering Portal [https://etender.up.nic.in](https://etender.up.nic.in) to participate in e-tendering.

2. To participate in the e-bid, it is mandatory for the Bidders to get themselves registered with the e-tendering portal ([Registration of cost as per rule and there is no Tender Processing Fee](https://etender.up.nic.in)).

3. To Participate for bidding, bidders have to pay non-refundable tender document fee of **Rs 5000/-** (Five thousand only) through Demand Draft favoring “Project Director, State Mission for Clean Ganga-UP,” Payable at Lucknow OR (Through RTGS) favoring “Project Director, State Mission for Clean Ganga-UP” in “Union Bank of India, A/c No. 5351020508000053 IFSC Code-UBIN0553514, Branch at P.N. Road Lucknow (UP).

4. The Bidder shall furnish, as part of the Bid, Earnest Money/Bid Security, in the amount as specified above in the form of **Bank Guarantee OR Bank Fixed Deposit Receipt (FDR) OR Through RTGS** must be submitted in favour of “Project Director, State Mission for Clean Ganga-UP” payable at Lucknow in account as mentioned at para-3:

5. The Detailed Bid Documents/RFP can be viewed and downloaded from the website [https://etender.up.nic.in](https://etender.up.nic.in).
7. The Bid Should be submitted Online in the prescribed format of Bid Document uploaded in the Website. No other mode of submission is acceptable. Conditional bids would be rejected.

8. The Corrigendum/Addendums/Amendments/Clarifications to the Bid Document/ RFP, if any will be hosted on the above website (https://etender.up.nic.in and www.smcg-up.org) only. For any clarification, the following office may be contacted:

O/o Project Director,
State Mission for Clean Ganga
Plot-18, Sector-7, Gomti Nagar Extension, Lucknow,
Telephone/ 0522-2838108, e-mail:- apd@smcg-up.org

9. Joint Venture firms are not allowed to participate in Bidding.

10. State Mission for Clean Ganga-UP reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

Project Director
State Mission for Clean Ganga-UP
Uttar Pradesh
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1. Introduction

National Mission for Clean Ganga under Ministry of Water Resources, River Development & Ganga Rejuvenation has set objective to ensure effective abatement of pollution and conservation of the river Ganga by adopting a river basin approach for comprehensive planning and management. The objective of work envisaged under this tender is to carry out river surface cleaning under entry level activity for Uttar-Pradesh, Uttarakhand, Bihar, Jharkhand & West-Bengal.

Over the years, the constant use of Ghats, lack of maintenance, inappropriate repair works of the Ghat structures has spoilt the whole interface. The spaces which were primarily used and built for purposes like meditation, worship, appreciation of nature are now eroded by increased commercial activities. The regular surfacing of slums along the stretch has become a huge source of dump which when assembled in major quantities poses a resistance to the river from flowing and sometimes this may also result in receding of the river.

Cleaning of Ghats may be taken up by organising local people, local NGOs, Professional Agency etc. to take up cleaning activities with the help of local bodies. Though cleaning works are extremely important, the task of removal of the waste is equally crucial. It should be ensured that the collected waste does not go into the river and therefore a strong co-ordination with the local bodies is important. National Mission for Clean Ganga (NMCG) started the work of cleaning of ghats from Varanasi in Uttar Pradesh.

The river citizen interaction at these ghats generate significant quantity of solid waste which not only creates unhygienic conditions at the ghats but a large portion of this waste also gets into the river creating river pollution and poor visitor experience. The DPRs accordingly proposes cleaning of these Ghats using manual labour and machines, wherever feasible, providing facilities of sharadhha Kalash (for pious refuse), dustbins and public awareness through IEC activities.

In Uttar Pradesh, State Mission for Clean Ganga (SMCG), U.P. (A State Government Unit) is implementing the Namami Ganage programme and activities across the State. SMCG will monitor all the activities of the programm and a tripartite agreement will, be signed between concerned Urban Local Body, SMCG and Contractor for proper implementation of project activities.

Project Director, State Mission for Clean Ganga-UP, Lucknow invites tenders in two stage bid system i.e., technical and Financial bid separately from the reputed and experienced Contractors/ Firms/Organizations/Agencies for –

I. Cleaning/sweeping / washing with collection and disposal of solid waste from the banks of river on ghats & placing of twin dust bins.

II. Disposal of waste from Cremation Ghats.

III. De-silting of the constructed pucca ghats after the flood/monsoon/rains.

IV. Establishment/placing of ‘Shradhdha Kalash’ at location where religious offering comes in
(a) Bidder must have at least three years’ experience of Minimum One Similar work not less than **41 Lakhs** in primary collection & transportation of solid waste / Door to Door Collection & Sweeping/Mechanized Housekeeping works in Government/PSU Premises/Public areas/railway platforms/Government Hospitals/ National Highways/Reputed Private Institutions/Industries of during **last 5 years.** (FY 2017-18, FY 2016-17, FY 2015-16, FY 2014-15, FY 2013-14).

**Documents Submission in support of Technical capacity:**


. (B) **FINANCIAL CAPACITY:**

a) Bidders shall demonstrate Positive Net-Worth of latest year (FY 2017-18).

b) Bidders shall have a Minimum Average Annual Turnover of **Rs.41 Lakhs** in last three financial years. (FY 2017-18, FY 2016-17, FY 2015-16). Annual audited financial reports for each of the last three financial years. (FY 2017-18, FY 2016-17, FY 2015-16,), prepared in accordance with Generally Accepted Accounting Principles (GAAP) and all relevant notes.

**Document Submission in support of financial capacity:**

(a) The Technical Bid must be accompanied by the Audited Annual Reports/ an audited balance sheet certified by Chartered accountant of the Bidder for the last 3 (three) (FY 2017-18, FY 2016-17, FY 2015-16,), financial years.

(b) A **Certificate issued by practicing Chartered Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth.**

**Similar Works:** - “Similar Works Stands for experience in primary collection & transportation of solid waste / Door to Door Collection & Sweeping/Mechanized Housekeeping works in Government/PSU Premises/Public areas/railway platforms/Government Hospitals/ National Highways/ Reputed Private Institutions/Industries.

. (C) **OTHER REQUIREMENT:**

a) No Joint Venture will be allowed to participate in the bid.
c) Bidder shall furnish documentary proof of owning, leasing and possessing all Cleaning machinery (T&P)/equipment required for Cleaning & Sweeping along with the list of owned machine & equipment indicating the value of each item (Form -B).

d) Bidder should not have been blacklisted by any Central/State/Government agency and submit an undertaking on firm’s letter head by Company Secretary/any board member in this effect. NMCG/SMCG/ULB reserves the right of suo-moto termination of the contract if contractor’s undertaking as a non-blacklisted company is found wrong.

e) Bidder must submit valid Registration Certificate, Certified Copy of License from Labor Commissioner to Employ Contract labour under Contract Labour Act, if applicable.

f) The Bidder shall submit the details of manpower on its pay roll. (Form-C)

g) Bidder shall submit Certified Copy of PAN Card along with latest copy of Income tax return.

h) Bidder shall submit Certified Copy of GST registration which shall be in the Name of the Bidder (Latest paid Challans to be submitted), if applicable.

i) Bidder shall submit a copy of TDS Certificates against the work done in Central/State/PSUs/Private Sector/Non-Govt. Organization of last three financial years.

j) The bidder shall submit Solvency Certificate from their Banker.

k) At the time of purchase of tender, the Bidder shall furnish an affidavit on a Non-judicial stamp paper of Rs.100/- as under: I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis.

l) Bid shall be complete and covering the entire scope of job and shall conform to the General and Special Conditions indicated in the bid documents. Incomplete and non-conforming bids will be rejected outright.

m) The bid should be submitted online in the prescribed format of bid document given in the website. No other mode of submission is acceptable.

n) The Contractor, whose tender is accepted, will be required to furnish performance security of 10 % of Contract Value.

o) All rates shall be quoted on the proper form in the price bid.

p) The period of bid validity shall be 180 days from the date of submission of the bid.

q) It will be obligatory on the part of the Bidder to sign the tender documents on each
The tender document will be available on [https://etender.up.nic.in](https://etender.up.nic.in) and www.smcg-up.org from 04/12/2018 (17:00 hrs) to 28/12/2018 (12:00 hrs) free of Cost and tender document can also be downloaded from [https://etender.up.nic.in](https://etender.up.nic.in) and www.smcg-up.org.

To Participate for bidding, bidders have to pay non-refundable tender document fee of Rs 5000/- (Five thousand only) through Demand Draft favoring “Project Director, State Mission for Clean Ganga-UP,” Payable at Lucknow OR (Through RTGS) favoring “Project Director, State Mission for Clean Ganga-UP” in “Union Bank of India, A/c No. 5351020508000053 IFSC Code-UBIN0553514, Branch at P.N. Road Lucknow (UP).

3. Earnest Money:

The Bidder shall furnish, as part of the Bid, Earnest Money/Bid Security, in the amount as specified in NIT in the form of Bank Guarantee OR Bank Fixed Deposit Receipt (FDR) OR Through RTGS must be submitted in favour of “Project Director, State Mission for Clean Ganga-UP” payable at Lucknow in account as mentioned above at Clause -3.

Each tender must be accompanied by an earnest money of Rs. 3,59,000/- (Rs Three Lacs Fifty Nine Thousand Only) in the form of Bank Guarantee OR Bank Fixed Deposit Receipt (FDR) OR Through RTGS of Nationalized/Scheduled Bank in favour of Project Director, State Mission for Clean Ganga-UP, Lucknow valid for 45 days beyond the bid validity period. Bid not accompanied by earnest money shall be summarily rejected. EMD in the form specified in Bid document shall only be accepted. No interest is payable on the Earnest Money Deposit.

4. The Earnest Money shall, at the Bidder's option, be in the form of Bank Guarantee / Bank Fixed Deposit Receipt (FDR) only (the other form will not be acceptable) of any scheduled commercial bank approved by RBI having a net worth of not less than Rs. 500 crore as per the latest annual report of the bank must be in the name of Employer. In case of foreign bank (issued by a branch in India) the net worth in respect of the Indian operations shall only be taken into account. It shall be valid for 45 days beyond the validity of the bid. Any bid having bid security for lesser value and shorter validity period shall be treated as non-responsive.

A. Bank Guarantee or Bank FDR receipts, in the name of the Employer, from following banks would be accepted:-

i. State Bank of India or its subsidiaries,

ii. Any Indian Nationalised Bank

iii. IDBI / ICICI Bank

iv. A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalised Bank.
i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI (presently 9, with effect from 31st March, 2003,).

ii. The bank guarantee issued by a Co-operative Bank shall not be accepted.

iii. The bank guarantee should contain the following –

“This Guarantee shall also be operatable at our Lucknow Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.”

4.2 Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.

4.3 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period.

4.4 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

4.5 The Bid Security / Earnest Money will be forfeited:

a) If the Bidder withdraws the Bid after its submission during the period of Bid validity;

b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to

i. sign the Agreement; and/or

ii. furnish the required Performance Security.

4.6 In case of forfeiture of bid security, the bidder shall also be debarred from participation in SMCG-UP, Department of Urban Development, for a period as decided by SMCG-UP, Department of Urban Development or minimum of 3 year whichever is higher.

5.Clarification by Bidders:

Intending Bidder will be allowed to seek clarification in Scope of Works, Specifications, Conditions of Contract, etc. in writing to Project Director, State Mission for Clean Ganga-UP, Lucknow submitted within 48 hours before the pre-bid meeting. Project Director, State Mission for Clean Ganga-UP, Lucknow will communicate such clarifications to all the intending Bidder. All such communication like addendum, amendment and clarifications shall
its surroundings and shall satisfy itself about form and nature of the Site, the quantities and nature of the work/service and materials necessary for the completion of the works/services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

Municipal Commissioner or it’s representative of the concerned ULB will facilitate pre-bid site inspection and bidders can discuss their queries during the pre-bid meeting.

7. Pre-bid Meeting:
All intending Bidder are encouraged to attend to the Pre-Bid Meeting to be held on **14/12/2018 at 11:30 AM** at the Office of Project Director, State Mission for Clean Ganga-UP, Lucknow.

Contact Person- Sri Aviral Saxena, Solid Waste Management Specialist, State Mission for Clean Ganga (SMCG), Mobile No: 9412481586.

8. Submission and Opening of Tender:
The detailed Bid Documents/RFP can be viewed and downloaded from the website (https://etender.up.nic.in and www.smcg-up.org) from **04/12/2018 (17:00 Hrs) to 28/12/2018 (upto 12.00 Hrs)** free of cost.

The last date of online submission of the Bid **28/12/2018 upto 12.00 Hrs** (as mentioned on the e-Portal only) (“Bid Due Date”). The Bids would be opened on **28/12/2018 at 15.30 Hrs** Online at O/o State Mission for Clean Ganga-UP, Lucknow. Representatives of the bidders (maximum of two) who choose to attend, may attend the online opening of the bids on the date & time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letter head of the bidder, at the time of opening of bids.

The Corrigendum/Addendums/Amendments/clarifications to the bid document, if any will be hosted on the above website only. The bid should be submitted online in the prescribed format of bid document given in the website. No other mode of submission is acceptable.

In the event that the specified date for the submission of Tender is declared a holiday, the offers will be received up to the appointed time on the next working day.

Any bid received by the State Mission for Clean Ganga –Uttar Pradesh Plot No-18, Sector-7, Gomti Nagar Extension, Lucknow, Uttar Pradesh- 262010 after deadline for submission of bids, as stipulated above, will not be considered and will be returned unopened to the bidder.

The technical bids of the Bidders who have submitted EMD and tender fee will be first opened and evaluated. Bidders possessing minimum qualification/evaluation criteria (minimum 70 marks or more out of 100) in the evaluation will be considered technically qualified and shall
10. Duration of Contract:

The successful Bidder on award of contract shall have to commence the work within 15 days from the date of agreement / order.

The Contract period would be initially for a period of three years (3 years) from the date of signing of contract, subject to satisfactory performance review at the end of each year and could be extended for a further period of 2 years based upon satisfactory performance on the same terms and conditions as per approval given by Competent Authority, NMCG/SMCG. If the contractor’s performance is found unsatisfactory at any point of time during the contract period, the contract may be terminated Suo-Moto by the Concerned ULBs on approval of Competent Authority, NMCG/SMCG.

11. Bid Validity:

Bid shall remain valid for the Period of Bid validity shall be 180 days from the date of submission of the bid. In exceptional circumstances prior to bid validity period, the Project Director SMCG-UP may request that the bidders extend the period of validity in a specified additional period. The request and the responses thereto shall be made in writing.

12. Eligible Bidders

Only those Bidder who fulfil the BQC as mentioned in tender document are eligible to submit their tenders for the award of work. The documents indicated against each of the Bidder’s-Qualification- criteria shall be required to be submitted along with the technical bid to establish the eligibility of the Bidder. The criteria mentioned in the Bidder’s-Qualification- criteria of the tender document shall over-rides all other criterions/ consideration for acceptability of the tender.

13. Conditional Tender:

Conditional tender shall not be accepted. The Project Director, SMCG-UP reserves the right to accept or reject such tenders without assigning any reason thereof.

14. Relationship with Official(s)

There is no conflict of interest between Bidder & Bid Evaluation Committee members and officials of ULB/SMCG-UP/NMCG. The Bidder shall furnish an affidavit on a Non-Judicial stamp paper of Rs. 100/- for the same. Any information furnished is for this purpose.
15. Modifications and Withdrawal of Offers
The Bidder may modify or withdraw its tender after its submission, provided that a written notice of modification or withdrawal is received by the Project Director SMCG-UP prior to the closing date and time prescribed for submission of tender. No tender can be modified by the Bidder, subsequent to the closing date and time for submission of tender.

16. Manner of Submission of Tender (Two Bid system)

16.1 The detailed bid documents/RFP can be viewed and downloaded from the website (https://etender.up.nic.in and www.smcg-up.org) from 04/12/2018 (17:00 Hrs) to 28/12/2018 (upto 12.00 Hrs.) free of cost. The last date of online submission of the Bid 28/12/2018 upto 12.00 Hrs (as mentioned on the e-Portal only) (“Bid Due Date”). The Bids would be opened on 28/12/2018 at 15.30 Hrs Online at O/o State Mission for Clean Ganga-UP, Lucknow. Representatives of the bidders (maximum of two) who choose to attend, may attend the online opening of the bids on the date & time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letter head of the bidder, at the time of opening of bids.

The Corrigendum/Addendums/Amendments/clarifications to the bid document, if any will be hosted on the above website only.

16.2 The bid should be submitted online in the prescribed format of bid document given in the e-portal website https://etender.up.nic.in.

No other mode of submission is acceptable.

16.3 Documents Comprising the Bid

The e-bid submitted by the bidder shall be in two separate parts.

Part-I, This shall be named Technical Bid and shall comprise of information as per Clause 2, ITB, Section II of RFP.

Part-II, It shall be named Financial Bid and to be submitted on e-tender Portal only.

Part –I, Technical Bid shall contain the following:

Documents to be submitted in physical form must reach the SMCG-UP, Lucknow by on or before Bid Due Date(s).

The Scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal. Following original documents in physical form shall be submitted in a sealed envelope by 12.00 Hrs on or before the date of submission of bid and addressed to the addressee given in the NIT duly super scribed “Name of Work, NIT No/Package, Bid due date and time”. Name and address of the bidder should also be indicated on the envelope.
2. Non-Refundable tender document fee in the form of Demand Draft OR RTGS transfer receipt.

3. All documents required as per Bidder’s-Qualification- Criteria (to be submitted in the same chronological order as asked in the Criteria)

4. Checklist for Technical Bid

5. All required Annexures to be filled and submitted as asked in the tender document as per Clause 2, Section II, ITB.

6. Work Plan/Methodology.

7. Affidavit to the effect that firm/ Bidder is not blacklisted by Central/State Government or its Undertakings. on a non-judicial stamp paper of Rs.100/- or above.

**Part 2 (Financial Bid):**

Financial Bid (Should be filed in the prescribed format given in the bid document online at e-tender Portal: https://etender.up.nic.in only)

**Bidders will be required to quote per unit Item- wise rate.**

If anywhere in the RFP document, something given different in this regard, the only above condition will prevail.

**Rates:**

Rates shall be quoted inclusive of all taxes as applicable, Labour Cess, duties and other expenses excluding GST as applicable on date.
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<td>Form- I</td>
<td>FORM OF BANK GUARANTEE FOR BID SECURITY</td>
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<tr>
<td>Form- II</td>
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<td>Form- III</td>
<td>FORM OF LETTER OF ACCEPTANCE</td>
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DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST FIVE YEARS (ENDING LAST DAY OF THE MONTH 31.3.2018) |
| Form- B | Form- B  
DETAILS OF MECHANIZED & AUTOMATED CLEANING AND EQUIPMENT TO BE USED IN CARRYING OUT THE WORK |
| Form- C | Form - C  
DETAILS OF TECHNICAL, ADMINISTRATIVE PERSONNEL MANPOWER TO BE EMPLOYED FOR THE WORK  
FORM – D: FINANCIAL INFORMATION |
| Form- V | TENDER APPLICATION FORM |
| APPENDIX -I | TECHNICAL BID DETAILS TO BE FILLED BY BIDDER. |
WHEREAS ________________________________ (Name of tenderer) (hereinafter called the tenderer) wishes to submit his tender “Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats in …………… in the State of Uttar Pradesh, herein after called “the Tender” KNOW ALL MEN by these present that we ___________________ (Name of Bank) of __________________ (Name of country) having our registered office at (_________________________) (hereinafter called the ‘Bank’) are bound unto the “State Mission for Clean Ganga-UP” (hereinafter called “the Employer”) in the sum of the Rs. __________________ (Rupees ____________________________) *for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this day __________ of ________ and undertake to pay the amount of ______________ Rs. ____________ to the employer upon receipt of his first written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

(i) If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

(ii) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity.

(a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date 45 days beyond the validity of the bid as stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before the date of expiry of this guarantee.

“This Guarantee shall also be operable at our Lucknow Branch at Lucknow, Uttar Pradesh.”
Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. ________________ (Rs._________ in words) and the guarantee shall remain valid till ________________. Unless a claim or a demand in writing is served upon us on or before ____________ all our liability under this guarantee shall cease.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK ________

NAME AND DESIGNATION ______________________  EMPLOYEE CODE
NUMBER

SEAL OF THE BANK ___________________________________________

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK’S
POLICY) ___________________________________

NAME OF THE WITNESS ________________________________

ADDRESS OF THE WITNESS ________________________________
FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Project Director,
State Mission for Clean Ganga
Plot-18, Sector-7, Gomti Nagar Extension, Lucknow,
Telephone/ 0522-2838106, e-mail: - apd@smcg-up.org

WHEREAS……………………………… (name and address of contractor) hereinafter called “the contractor” has undertaken, in pursuance of Letter of Acceptance No. ................. Dated ................. to execute………………………. (name of Contract and brief description of Works) (hereinafter called “the contract”).

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs……………… (amount of guarantee)(Rupees………………….. (in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ……………… (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

“This Guarantee shall also be operatable at our Lucknow Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment
Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.................................................................

Name of the Issuing Bank/Branch ..................................................Name of the Controlling Branch/Bank....

Address & Telephone Number..................................................Address & Telephone Number.............

Date..............................

In the presence of (if this is to be witnessed as per bank’s policy) .................................................

1........................................................................................................................................

(Name, Address & Occupation)

2........................................................................................................................................

(Name, Address & Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.
FORM OF LETTER OF ACCEPTANCE

No. ...........................................  Dated ............

To

M/s...........................................

...........................................

...........................................

...........................................

...........................................

Subject: Name of Work ...........................................

Sir,

Based on your bid submitted on .......... in compliance of bidding document of SMCG-UP for execution of the work of ................................................................., it is hereby notified that your bid for a contract price of Rs............ (Rupees in words...........) has been accepted for and on behalf of SMCG-UP.

You are hereby requested to furnish Performance Security plus additional security, if applicable in the form detailed in ITB, Section II for an amount equivalent to Rs......................... (Rupees in words...........) within 21 days as per provisions of Clause 14, Conditions of Contract and Contract Data (Section-IV) of the bid document and sign the contract agreement failing which the actions as stipulated in clause- Clause 14, Conditions of Contract and Contract Data (Section-IV) shall be taken.

Thanking you,

Yours faithfully,

(......................)

Project Director

SMCG-UP
FORM OF AGREEMENT

AGREEMENT

This agreement made the ______________day of ____________________ 2018 between the “State Mission for Clean Ganga- Uttar Pradesh” (hereinafter called “the Employer” of the one part and _________________ (here in after called “the Contractor”) of the other part.

AND WHEREAS the Employer invited bids from eligible bidders for the execution of certain works/Services, viz………………………………………………

AND WHEREAS pursuant to the bid submitted by the Contractor, vide ____________ (here in after referred to as the “BID” or “ÖFFER”) for the execution of works/services, the Employer by his letter of acceptance dated ___________ accepted the offer submitted by the Contractor for the execution and completion of such works and remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below.

AND WHEREAS the Contractor by a deed of undertaking dated ________ has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS the contractor has agreed to undertake such works and has furnished a performance security pursuant to Clause 14, Conditions of Contract and Contract Data (Section-IV).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to;

2. the following documents shall be deemed to form and be read and construed as part of this agreement viz.

   (a) Agreement,

   (b) Letter of Acceptance

   (c) Contractor's Technical Bid,

   (d) Conditions of Contract and Contract Data
(i) Any other document listed in the RFP and Correspondences between both Parties.

3. The foregoing documents shall be construed as complementary and mutually explanatory one with another. Should any ambiguity or discrepancy be noted then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works/services and remedy any defects therein in conformity in all respects with the provisions of the contract.

5. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year above written. Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder.

Binding Signature of Employer ________________________________

For and on behalf of “State Mission for Clean Ganga-Uttar Pradesh”,

Binding Signature of Contractor ________________________________

For and on behalf of M/s. ________________________________

In the presence of In the Presence of
1. Name: 1. Name:
   Address: Address:

2. Name: 2. Name:
   Address: Address:
DETAILED OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST FIVE YEARS (ENDING LAST DAY OF THE MONTH 31.3.2018)

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Name of work/Project &amp; Location</th>
<th>Owner of sponsoring organization</th>
<th>Total Cost of Work (In Lakh)</th>
<th>Amount Billed</th>
<th>Date of commencement as per contract</th>
<th>Stipulated/Actual date of completion</th>
<th>Litigation/arbitration cases pending/in progress with details*</th>
<th>Name &amp; Address/telephone number of officer to whom reference may be made</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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

**Signature of Bidder(s)**

<table>
<thead>
<tr>
<th>Sno.</th>
<th>Name of work/Project &amp; Location</th>
<th>Owner of sponsoring organization</th>
<th>Cost of Work (In Lakh)</th>
<th>Date of commencement as per contract</th>
<th>Stipulated date of completion</th>
<th>Actual date of completion</th>
<th>Litigation/arbitration cases pending/in progress with details*</th>
<th>Name &amp; Address/telephone number of officer to whom reference may be made</th>
<th>Remarks</th>
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</table>

**PROJECTS UNDER EXECUTION OR AWARDED**

Certified that the above list of work is complete and no work has been left out and that the information given is correct to my knowledge and belief.
## DETAILS OF MECHANIZED & AUTOMATED CLEANING AND EQUIPMENT TO BE USED IN CARRYING OUT THE WORK

<table>
<thead>
<tr>
<th>Sno.</th>
<th>Name of equipment</th>
<th>Nos.</th>
<th>Capacity or Type</th>
<th>Details</th>
<th>Ownership Status</th>
<th>Current Value</th>
<th>Remarks Supporting</th>
</tr>
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<tbody>
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<td>Presently Owned</td>
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<td>Be purchased</td>
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</table>
**Form - C**

DETAILS OF TECHNICAL, ADMINISTRATIVE PERSONNEL MANPOWER TO BE EMPLOYED FOR THE WORK

<table>
<thead>
<tr>
<th>Sno.</th>
<th>Designation</th>
<th>Total Number</th>
<th>No. Available for this work</th>
<th>Name</th>
<th>Qualification</th>
<th>Professional Experience and Details of work carried out</th>
<th>How these would be involved in this work</th>
<th>Remarks Supporting</th>
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<tbody>
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Signature of Bidder(s)
FORM – D: FINANCIAL INFORMATION

1. Financial Analysis - Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last three years (FY 2017-18, FY 2016-17, FY 2015-16) duly certified by the Chartered Accountant shall be attached (Copies to be attached).

YEARS

<table>
<thead>
<tr>
<th>Years</th>
<th>Net worth</th>
<th>Net Worth Certificate by CA to be attached</th>
<th>Remarks</th>
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I. Details of Gross Annual turnover for 3 years

II. Profit/Lost Statement

III. Financial arrangements for carrying out the proposed work.

IV. A certified copy of Charted Accountant for Net Worth Certificate must be attached.

V. Solvency Certificate from Bankers of the bidder.

Signature of Chartered Accountant with Seal

Signature of Bidder(s)
To,

The Project Director
State Mission for Clean Ganga
Plot No-18, Sector-7, Gomti Nagar Extension
Lucknow, Uttar Pradesh -211001

Sir,

I/We have read and understood with all clarifications the following documents relating to the work of Ghat Cleaning program as mentioned in Bid document/RFP.

a) Notice Inviting Tender
b) Instruction to Bidders
c) Conditions of Contract and Contract Data
d) Scope of Work and Technical Parameters
e) Technical Bid
f) All related Annexures
g) Financial Bid [Financial Bid] (Submitted Online only)

I/We here by tender for the work referred to in the aforesaid documents as per the terms and conditions referred therein and in accordance with the Scope of work, all conditions and other relevant details.

In consideration if selected for the said contract as stipulated in condition of contract, I/We agree to keep the tender open for acceptance for 180 days from the date of opening and not to make any modification in terms and conditions which are not acceptable to Employer.

1. A sum of Rs.……………………………/- is here by forwarded in the form of……………………………………………………, Dated. ………………………………………………… issued by…………………………. towards Bid security/Earnest Money.

2. A sum of Rs. ………………………….. /- is here by forwarded in the form of Demand Draft No……………………………., Dated………………………../RTGS……………………… issued by …………………………….payable at Lucknow towards fee of tender document downloaded from the [https://etender.up.nic.in OR /SMCG-UP website: www.smcg-up.org] in favour of "Project Director, State Mission for Clean Ganga-UP", Payable at Lucknow

I/We agree that Employer Shall, without prejudice to any other right or remedy, be at liberty to forfeit in full said EMD. In case the conditions mentioned in NIT or tender document is found violated after opening the Technical /Financial Bid, the tender shall be summarily rejected. Employer shall without prejudice to any other remedy be at liberty to forfeit the full said EMD absolutely and I/we shall not be considered as un-successful Bidder for the purpose of return of earnest money as provided in the notice inviting tender Should
this tender be accepted, I/ We hereby agree to abide by and fulfil all the terms and conditions and provisions of the aforesaid Bid documents.

If, after the tender is accepted, I/We fail to comply with fulfil required formalities and further fail to commence the work in time as provided in the conditions.

I/We agree that Employer shall without prejudice to any other right or remedy be at liberty to forfeit the said EMD absolutely and take such action against me/us, as deemed fit under the terms and conditions of the contract including that the contract may be foreclosed and debar us/me from participating in tender for future works.

If the tender is accepted I/We agree that within (fifteen) days of receipt if notification of award from Employer, the performance security shall be furnished by us in accordance with the general condition of NIT/ Tender Documents.

The Employer is at liberty to terminate or cancel the entire tendering process without assigning any reason thereof at any time by notice in writing to the bidders. The decision of “Project Director, State Mission for Clean Ganga-UP” in this regard will be final and shall not be open to questioning.

Signature of the Tenders
Name:_______________________
Agency:_____________________
Date:_______________________
Postal Address:_______________
Telephone No.:_______________
Mobile No.:_______________
Fax:_______________________
E-mail:______________________
### Technical Bid

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Contractor</td>
</tr>
<tr>
<td>2.</td>
<td>Details of Bid Security</td>
</tr>
<tr>
<td></td>
<td>i) Amount</td>
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<td></td>
<td>ii) Name of Instrument (Bank Guarantee or DD or FDR).</td>
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<td></td>
<td>iii) Date</td>
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<td></td>
<td>iv) Issuing Bank</td>
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<tr>
<td>3.</td>
<td>Details of Fee for Tender Document, if downloaded from(<a href="https://etender.up.nic.in/SMCG">https://etender.up.nic.in/SMCG</a> website)</td>
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<td></td>
<td>i) Amount</td>
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<td></td>
<td>ii) Draft No.</td>
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<td></td>
<td>iii) Date</td>
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<td></td>
<td>iv) Issuing Bank</td>
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<tr>
<td>4.</td>
<td>Date of establishment of the firm/ agency/ company (Copy of Registration Certificate)</td>
</tr>
<tr>
<td>5.</td>
<td>Details office address of the contractor with office telephone number, Fax Number, Mobile no., E-mail id and Name of the contact person</td>
</tr>
<tr>
<td>6.</td>
<td>PAN/TAN Number (Copy to be enclosed)</td>
</tr>
<tr>
<td>7.</td>
<td>Service Tax Registration No./GST (Copy to be enclosed)</td>
</tr>
<tr>
<td>8.</td>
<td>Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/ partner anywhere in India.</td>
</tr>
<tr>
<td>9.</td>
<td>Length of experience in the field. (in No. of Years) (copy of work order &amp; completion certificate to be enclosed) (Form A)</td>
</tr>
<tr>
<td>10.</td>
<td>Experience in dealing with Government Departments (indicate the names of the Departments and attach copies of contracts/orders placed on the contractor)</td>
</tr>
<tr>
<td>11.</td>
<td>Whether Contractor Profile is attached?</td>
</tr>
<tr>
<td>12.</td>
<td>List of other clients</td>
</tr>
<tr>
<td>13.</td>
<td>Whether in a position to meet the requirements/conform to the scope of work</td>
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<tr>
<td>14.</td>
<td>Whether in a position to undertake the work/provide services within 15 days of award of the contract</td>
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<tr>
<td>15.</td>
<td>Specific technical details of the machines/equipment with accessories to be used/deployed in identified town/s for the mechanized/automated housekeeping and other service’&gt;Indicated in (Form B)</td>
</tr>
<tr>
<td>16.</td>
<td>Whether having ISO registration</td>
</tr>
<tr>
<td>17.</td>
<td>Any other documents in accordance with the bid document, if required (As per Clause 2: OTHER REQUIREMENT, ITB, Section II).</td>
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</table>

(Signature of the Authorized Signatory of the Bidder with seal/rubber stamp)

Date: Place:
Note: All the supporting documents shall be A4 size paper, properly Serial numbered and shall cross referred with the above mentioned items

SECTION-IV

CONDITIONS OF CONTRACT AND CONTRACT DATA

Table of Clauses

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>DEFINITION</td>
<td>2.</td>
<td>METHOD OF APPLICATION</td>
</tr>
<tr>
<td>3.</td>
<td>PARTIES TO THE CONTRACT</td>
<td>4.</td>
<td>CONTRACT DOCUMENT</td>
</tr>
<tr>
<td>5.</td>
<td>FINAL DECISION MAKING AUTHORITY</td>
<td>6.</td>
<td>CONSTITUTION OF CONTRACTORS</td>
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<td>7.</td>
<td>SUBLETTING</td>
<td>8.</td>
<td>CONTRACTOR’S RESPONSIBILITIES</td>
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<tr>
<td>9.</td>
<td>LIABILITY FOR PERSONNEL</td>
<td>10.</td>
<td>WEEKLY OFF</td>
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<td>11.</td>
<td>WASHING FACILITY</td>
<td>12.</td>
<td>FIRST AID FACILITY</td>
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<td>13.</td>
<td>PERIOD OF CONTRACT</td>
<td>14.</td>
<td>PENALTY</td>
</tr>
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<td>15.</td>
<td>PERFORMANCE SECURITY</td>
<td>16.</td>
<td>LIABILITY OF CONTRACTOR(S) FOR LOSSES ETC. SUFFRED BY THE EMPLOYER</td>
</tr>
<tr>
<td>17.</td>
<td>Role &amp; Responsibilities of SMCG</td>
<td>18.</td>
<td>FUND FLOW DESIGN</td>
</tr>
<tr>
<td>19.</td>
<td>PAYMENT</td>
<td>20.</td>
<td>PRICE VARIATION CLAUSE</td>
</tr>
<tr>
<td>21.</td>
<td>LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION</td>
<td>22.</td>
<td>LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION</td>
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<tr>
<td>23.</td>
<td>CORRUPT OR FRAUDULENT PRACTICES</td>
<td>24.</td>
<td>LIMIT AND WITHDRAW</td>
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<tr>
<td>25.</td>
<td>SETTLEMENT OF DISPUTE AND ARBITRATION</td>
<td>26.</td>
<td>FORCE MAJEURE</td>
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<tr>
<td>27.</td>
<td>SALIENT FEATURES OF SOME MAJOR LABOUR LAWS</td>
<td>Special Conditions of Contract</td>
<td></td>
</tr>
</tbody>
</table>
(SECTION-IV)

CONDITIONS OF CONTRACT AND CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION:

The terms ‘Contract’ - shall mean and include the invitation to tender incorporating also the instruction to Bidder, the tender, its annexure, appendixes, schedules, acceptance of tender and such general and special conditions as may be added to it.

The terms “NMCG” wherever occurs shall mean National Mission for Clean Ganga.

The terms “SMCG” wherever occurs shall mean State Mission for Clean Ganga.

The term “Contractor” - shall mean and include the person or persons, firm or company or organisation or agency with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.

The term “Contract-Rates” - shall mean the rate of payment accepted by the SMCG-UP

“Approved” – shall mean approved in writing including subsequent confirmation of previous “Verbal approval” - “Approval” shall mean approval in writing including as aforesaid

The term “Worker” - shall mean Safaiwala and other staff engaged in the work.

“Applicable-Law” - means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including regulations and rules made there under, as may be in force and effect during the subsistence of this Agreement.

The term “Employer” - shall mean “State Mission for Clean Ganga (SMCG)-UP/Concerned Urban Local Bodies”.

“Letter-of-Acceptance” - means the formal acceptance by the Employer.

“Commencement Date” - means the date upon which the Contractor receives the notice to commence the supply of Services.

“Time for completion” - means the time for completing the supply of services or any part thereof as any part there of as stated in the Contract calculated from the Commencement Date.

“Solid Waste” - means Primary collection & Transportation of waste

Schedule” - means the Schedule hereto prepared by the Contractor to achieve the expeditious and efficient performance of the Services in accordance with the Contract

“Annexure” - referred to in these conditions shall means the relevant annexure appended to the Contract.


Contractor-Representative” - means the person designated from time to time by the Contractor to have the duties, rights and obligations outlined in document hereof

“Contractor-Staff” - means all personnel specifically designated by the Contractor’s representative
to be responsible for delivering services under this Contract including Solid Waste collection workers, vehicle drivers, workshop mechanics, supervisors and administration staff.

“Dead- Animals” - means- animals- or- portions- thereof- equal- to- or- greater- than- 5- kilograms-in-weight which have expired from any cause, except those properly slaughtered or killed for human consumption.

“Dispose” -means-to-deliver-Solid-Waste-to-the-official waste disposal site, within the designated operational hours of the facility

“Equipment”-means-any-consumables-equipment-materials-facilities-implements-and-plant- or-other things required or necessary for the satisfactory performance of the Services

“Water-Line” -means-Confluence-point-between-river-and-land


“Years” -means-“Financial-years”-unless-stated-otherwise.

‘Engineer/Engineer in Charge’ means ‘Authorized Representative of ULB’ responsible for Supervision, monitoring of works and it's execution.

2. METHOD OF APPLICATION:

If the bidder is registered as single company, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

3. PARTIES TO THE CONTRACT

a) The parties to the contract are contractors and SMCG-UP, represented by the “Project Director, State Mission for Clean Ganga-UP”, Lucknow and/or any other person authorized to act on behalf of the SMCG-UP.

b) The Person signing the tender or any other document (s) forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm, as the case may be in such matter pertaining to the contract, if, on enquiry, it is found that the person concerned has no such authority SMCG-UP may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.

4. CONTRACT DOCUMENT

The Several Contract documents forming the Contract shall be taken as mutually explained to one another, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Employer who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the contract the priority of the document forming the Contract shall be as follows.
(a) Agreement,
(b) Letter of Acceptance
(c) Contractor's Technical Bid,
(d) Conditions of Contract and Contract Data
(g) Scope of Work and Technical Parameters
(h) Contractor’s Financial Bid
(e) Drawings, if any and
(i) Any other document listed in the RFP and Correspondences between both Parties.

5. FINAL DECISION MAKING AUTHORITY:

The Employer reserves the right to accept or reject any bid and to annual the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No Bidder/ Contractor shall have any cause of action or claim against the Employer for rejection of his proposal.

6. CONSTITUTION OF CONTRACTOR:

a) “The tenders shall be entertained from the parties having all statutory registration with the appropriate authorities”- Contractor shall at the time of submission of tender declare whether they are sole proprietary concern or registered Partnership Firm of Private Limited Company or a Public Limited Company incorporated in India or Hindu Undivided Firm. The Composition of the partnership, names of Directors or Companies and name of the Karta of Hindu Undivided Family shall be indicated. The Contractors shall also nominate person in whose hands the active Management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney form the contractor(s) in respect of the contractor and whose acts shall be binding on the contractor(s).

b) The contactor shall well acquaint and study carefully and get clarified site conditions, surroundings, approaches, working conditions, the materials, machines, equipment’s, specifications, schedule of quantities, frequencies of different operations and conditions of the tender documents and to get clarifications and explanations, if required, from the Employer to fully appreciate the scope of work before quoting his rates

c) The contractors shall not make any change in the constitution of the firm during the currency of the contract, without the prior approval of Employer. The contractors shall notify to the Employer about the death/resignation of any of the partner(s)/director(s) immediately on the occurrence of such an event. On receipt of such notice the Employer shall have the right to terminate the contract at its discretion.

7. SUBLETTING

The contractor(s) shall not sublet transfer or assign the contract or any part. In the event of the
contractors contravening this condition the Employer is entitled to terminate the contract and to get the balance items under the contract extended at the risk and cost of the contractor and the contractor(s) shall be liable for any loss or damage which the Employer may sustain in consequence or arising out of such replacing of the contract.

8. CONTRACTOR’S RESPONSIBILITIES:

i. The contractor shall ensure quality work as described in the scope of work & service level benchmark for the respective package/town in a planned and time bound manner.

ii. Any substandard material/work set beyond out tolerance limits shall be summarily rejected by Employer.

iii. The work shall be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the ULB and nothing extra shall be paid on this account.

iv. The contractor shall comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which he may be liable.

v. The contractor shall dump garbage/ Malba/ wastage at specified/demarcated/notified site/ground by the local municipal authorities (ULB) on his own cost and responsibility and shall not stack building material / malba on road or on the land owned by any other authority, as the case may be. It will be the responsibility of the contractor in consultation with ULB to identify the dumping site/ground and to get permission from the concerned local authority/corporation on his own responsibilities and expenses.

vi. No assistance of any kind shall be made available by the Employer for the purchase of equipment's, plants, machinery, materials of any kind or any other items required to be carried out in execution of work. Payment will be made in Indian currency only for the executed work.

vii. Work shall be carried out on all days including Sundays and Holidays. The contractor shall attend complaints received in connection with the services immediately.

viii. The contractor shall provide its staff, employ skilled, semi-skilled and unskilled labour in sufficient Number to carry out service and a minimum two set of uniforms mentioned with Logo-of-"Namami-Gange"-& other test. The staff & Labour shall also display a photo identity card on their person clipped to the shirt at all times. Unskilled labour should be hire locally, if available.

ix. "Namami-Gange-Logo should be marked prominently on the Mechanized and Motor boats proposed (Blue in color), equipments, vehicles deployed by the contractor to implement the work/services.

x. The contractor shall take at his own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to be rendered to concerned ULB and shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify concerned ULB against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which concerned ULB may be party or involved as a result of the contractors failure to comply and of the obligation under the relevant act law which the contractor is to follow.

xi. The Bidder shall deploy sufficient number of Vehicles/ Machines as per requirement, for the scope of work mentioned in the tender document/RFP.

xii. The Bidder shall procure/hire if not owned the required numbers of equipment/machines for housekeeping within fifteen days of issue of letter of intent (before the issue of award letter).

xiii. Bidder should own the machinery/equipment in working condition and of not more than 03 year old. Bidder should submit purchase bill/ voucher with delivery documents as proof of ownership.

xiv. The cost of machine maintenance will be borne by the contractor.
xv. The contractor should ensure that all the mechanized equipment are compliant with the National/State Environment Norm.

xvi. There shall not be any dust & dirt in and around the area assigned to the contractor during the execution of work. Every supervisor deputed by the contractor shall maintain a register for keeping the daily record for cleaning & shall take signature from the concerned department.

xvii. The sweeping/ cleaning/ vacuum cleaning etc. all shall be carried out preferably by machines only. However, in exceptional cases where cleaning is not possible with machines, manual cleaning will be permitted with specific approval of Officer in charge of ULB.

xviii. The standard of sanitation/ cleanliness shall always be to the satisfaction of the Officer in Charge whose decision in this regard shall be final and binding on the contractor. In case of default, ULB may get the improvement done at the cost of Contractor without any notice.

xix. Machines/equipments brought by the contractor at site shall always be in working conditions and shall exclusively be used for this purpose. If any defects occur in the machinery, the same shall be repaired and made workable within 24-Hours. In case of non-availability of machinery, the contractor shall make alternative arrangements to maintain the premises at his own cost and for this alternative arrangement nothing extra is payable. No machine shall be out of order for more than 3 days in a month. If, it remains out of order beyond this time, recovery shall be made as per the penalty clause mentioned for which machines remain non-functional.

xx. The cost of running charges of machines i.e. for fuel, petrol or battery, replacement of parts etc. shall be borne by the contractor and nothing extra is payable.

xxi. If any material is not mentioned in tender document, but required at site for Environmental Support Services work, shall be brought by contractor as approved by ULB at no extra cost.

xxii. A daily performance log book shall be maintained at office for recording by the officer in-charge-his-daily-observations-of-the-working/nonworking-of-the-contractor. The officer in-charge-shall-also-record-the-instructions-to-the-contractor-which-instructions-and-observations on the log book shall be noted down under signatures by the contractor and/or his supervisor for its compliance. Non-compliance shall attract penalty upon contractor as per the terms of the contract.

xxiii. The firm will provide safaiwala and other staff with proper aptitude expert end for the nature of work to be performed on a 24*7 basis.

xxiv. The contractor(s) shall carry out all items of services assigned or entrusted to him/them by ULB or any other officer/committee acting on his behalf and shall abide by all instructions issued to him/them from time to time by the said officer. They shall render the services to the satisfaction of the ULB or any other officer/committee acting on his behalf together with ancillary and incidental duties, service and operations as may be indicated by the said officer(s) and are not inconsistent with the terms & conditions of the contract. The contractor shall always be bound to act with responsible delegacy and in a business like manner and to use such skill as expected of men or ordinary prudence in the conduct of their activities. ULB/SMCG/NMCG may depute any person or Third Party Inspection (TPI) agency for the purpose of monitoring of the works.

xxv. The contractor shall engage adequate safaiwala and other competitor staff for the nature of work to be performed to the satisfaction of the ULB or any other officer/committee acting on his behalf. The contractor shall be responsible for the good conduct of their employees and shall compensate the ULB for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servant or agents or representatives. The ULB shall have the right to ask for the dismissal of any employee of contractors who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractors, their servant and agents of representative shall be final and binding on the contractor.

xxvi. The contractors shall advise the ULB and officers/committee authorized to act on his behalf...
the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the conduct. It shall be duty of such representative(s) to call at the office of the ULB or an officer/committee acting on his behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the matter. The authorized representative of the contractor also need to present the status of project works if so required by Employer at any point of time during the contract period.

xxvii. The contractors shall strictly abide by Laws, Rules & Regulations.

xxviii. The infrastructure like office, control room, workshop and mustering places with facilities, workers facilities, parking facilities shall be built by the successful bidder for which land will be given by concerned ULB free of charge. However, the running bills of consumption during the contract period will have to be paid by the successful bidder.

xxix. The contractor shall provide verifiable proof that EPF/EST that has been deposited in respect of particular workers, working under the Contractor. A copy of ESI card also is deposited with ULB within one-month period even in case of change of worker, failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions.

xxx. If the Contractor fails to comply with the statutory/legal requirement, as stipulated in the terms & conditions of the tender within 30 days from the award of contract, contract is liable to be terminated with 30 days notice and performance security will be forfeited and in his place, second lowest/third lowest will be kept as back up to immediately to replace the terminated agency.

xxx. If the contractor fails to supply the manpower/ machines/ vehicles within the stipulated time or during the execution of work, ULB reserves the right to deploy the same from the alternative sources at- the- contractor’s risk, responsibility and cost. Any extra cost incurred in the supply from alternative source will be recovered from the Security Deposit / Bank Guarantee and if the value of the such service under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee, the same may be recovered if necessary by due legal process.

xxxii. The financial bid shall be inclusive of all taxes, Octroi, Local taxes, etc. to be paid by the Bidder for the Work/Service and any claim for extra payment on any such account shall not be entertained.

9. LIABILITY FOR PERSONNEL

All persons employed by the contractor(s) shall be engaged by them/him as his/their own employees in all respects and the responsibilities/obligations under contract Labour (R&R) Act1970-the-Indian-Factory-Act-the-Workmen-compensation-Act-'Employees-Provident-Fund-Act' and- under minimum wages Act and various other statutory enactments shall be that of the contractor.

The contractor shall indemnify the ULB against all the claims whatsoever in respect of the said personnel and workmen compensation act, EPF Act, ESI Act, or any other statutory/Provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the Contractor. The contractor shall Coordinate with ESI authorities to get the family treatment card for his staff.
The contractors shall during the period of contract pay not less than minimum wages to the Safaiwala/drivers engaged by them on either time rate basis or piece rate basis on the work, throughout the term of the contract. Minimum wages both for the time rate and for the piece rate, work shall mean the rates notified by appropriate authority and prevailing at the time of inviting tenders for the work as amended from time to time. The contractor shall also maintain such records and submit periodical return, regularly as may be prescribed under the act to the authority prescribed under the Provident Fund Act, 1952 and the scheme and the rules there under.

The contractor shall also make available such returns/records for inspection by authorized person by ULB/SMCG/NMCG. The contractor shall maintain necessary record and registers like wages book and wage slip, etc. register of unpaid wages and register of fines and deductions.

“The Employer reserves the right to withhold 10% of the amount from the monthly bills of the contractor for any financial liability under the contract. The amount so deducted will only be refunded/adjusted when contractor produces proof for fulfilling statutory obligations stipulated in different labour Act/rules/instructions/circulars etc. applicable to the Contract.”

10. WEEKLY OFF

The Contractor shall be liable to allow paid weekly off etc. to the personnel employed by him as mandated under the appropriate State/Central laws governing their employment under him.

11. WASHING FACILITY:

The contractor is liable to provide washing facilities as provided in the contract Labour (Regulation and Abolition) Act and the rules framed there under or any other applicable law.

12 FIRST AID FACILITY:

The Contractor is liable to provide first Aid facility as provided in the contract Labour (Regulation and Abolition) Act and the Rules framed there under or any other applicable law.

13.PERIOD OF CONTRACT:

The Contract period would be initially for a period of three years (3 years) from the date of signing of contract, subject to satisfactory performance review at the end of each years and could be extended for a further period of 2 years based upon satisfactory performance on the same terms and conditions. If the-contractor's-performance-is-found-unsatisfactory at any point of time during the contract period, the contract may be terminated suo-moto by Employer. Employer reserves right to terminate the contract at any time during its currency without assigning any reason there of by giving thirty days'-notice in writing to the contractor(s) at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination. The action of Employer under this clause
shall be final conclusive and binding on the contractors and shall not be called in question.

(14) PENALTY:
The service provider shall be liable to non payment and penalty in case of breach of service level benchmarks for the project components (as mentioned in ANNEXURE-III).

<table>
<thead>
<tr>
<th>Serial Number</th>
<th>Fault</th>
<th>Penalty</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Non-Performance of duty if more than 2/3rd of the service level benchmarks are breached.</td>
<td>Deduction of full payment for the specific project component for the day+Penalty: Rs 1500/per ghat/drain/bank per day</td>
</tr>
<tr>
<td>2</td>
<td>Major non-performance of duty if the 1/3rd to 2/3rd of the service level benchmarks are breached</td>
<td>Deduction of 2/3rd of the day payment for the particular project component+ Rs 1000/per ghat/drain/bank per day</td>
</tr>
<tr>
<td>3</td>
<td>Major non-performance by breaching up to 1/3rd of the service level benchmarks.</td>
<td>Deduction of 1/3rd of the day payment for the particular project component+ Rs 500/per ghat/drain/bank per day</td>
</tr>
<tr>
<td>4</td>
<td>Non-Performance of Machines/T&amp;P/Equipment more than 7 days</td>
<td>Rs 1000/per day</td>
</tr>
<tr>
<td>5</td>
<td>Non-Performance of Machines/T&amp;P/Equipment 15-30 days</td>
<td>Rs 2000/per day</td>
</tr>
<tr>
<td>6</td>
<td>Non-Performance of Machines/T&amp;P/Equipment after 30 days</td>
<td>Full Payment will be deducted</td>
</tr>
</tbody>
</table>

The penalty will be deducted from the monthly bill of the contractor. Overall the Maximum total quantum of penalty will be up to 10% of the contract value. Over and above to this the contract may be terminated.

15. PERFORMANCE SECURITY:

(a) The contractor(s) shall furnish within twenty-one (21) days from the acceptance of their tender, performance security of 10 % of Contract Value as prescribed in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the contractor(s) and the EMD will be forfeited and subject to such other remedies, as may be open to Employer under the terms of the contract.

(b) The Employer shall not be liable for payment of any interest on the performance security or by depreciation of any equipment /machinery etc employed for the execution of work.

(c) The Security will be refunded to the contractor(s) without interest on due and satisfactory
performance of the services and on completion of all obligations by the contractor(s) under the
terms of the contract and on submission of a ‘No Demand-Certificate’ subject to such deduction
from the security, as may be necessary for making the Employer claims against the contract.

(d) In the event of termination of the contract, Employer shall have the right to forfeit the entire
or part of the amount of performance security lodged by the contractor(s) or to deduct
appropriate sum due to be claimed for any damages, losses, charges, expenses or cost that may be
suffered or incurred by the Employer.

(e) The decision of the Employer in respect of such damages, losses, charges, costs, or expenses
shall be final and binding on the contractor(s).

(f) If during the term of this Contract the Contractor is in default of the due and faithful
performance of its obligations under this Contract, or any other outstanding dues by the ways of
fines, penalties and recovery of any other amounts due to it, the Employer shall, without
prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to
call in, retain and appropriate the Performance Security. Nothing herein mentioned shall debar the
SMCG/ULB from recovering from Contractor by a suit or any other means any such losses,
damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the
Performance Security.

(g) Whenever the performance security falls short of the specified amount the contractor(s) shall
make good the deficit so that the total amount of performance security, shall not at any time be
less than the specified amount.

16. LIABILITY OF CONTRACTOR(S) FOR LOSSES ETC. SUFFRED BY THE EMPLOYER

(a) The contractor(s) shall be liable for all costs, damages, expenses suffered or incurred by the ULB
due-to-the-contractor’s-negligence-and-the-un-workmanship-like-performance-of-any-service-under-
his contract or breach of any terms thereof or their failure to carry out the work with a view to
avoid incurrence of damages etc. and for all damages or losses occurred to the ULB or in
particular to any property or plant belonging to the ULB due to any act whether negligent or
otherwise of the contractor(s) themselves or their employees. The contractor(s) shall also be
liable for the interest at commercial lending rate on costs/damages/expenses. The decision of the ULB
regarding such failure of the contractor(s) and their liability for the losses, etc. suffered by the ULB
shall be final and binding on the contractor(s).

(b) The ULB is entitled to claim for any damages, losses, charges, costs, or expenses suffered or
incurred by them due to contractor(s) negligence’s and un workmen like performance of services under
the contract or breach of any terms thereof and adjust the same form the bills of the contractor
directly. The total sum claimed shall be deducted from, any sum then due or which at any time hereafter may become due to the contractor(s) under this or any other contract with the ULB. In the event of the sum which may be due from the ULB, as aforesaid being insufficient, the balance of the total sum claimed and recoverable form the contractor(s). Should this sum also be not sufficient to cover the full amount claimed by the ULB, the contractor shall pay to the ULB on demand the remaining balance of the aforesaid sum claimed. The ULB will be the sole judge determining after
taking into consideration all the relevant circumstance, the quantum value of loss and also in regard to the liability of contractor(s) for such loss the amount to be recovered from them. The decision of the ULB in this regard shall be final and binding on the contractor(s).

(c) In the event of the default on the part of the contractor(s) in providing safaiwala/and/or their failure to deploy completion possible to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the ULB or any officer acting on his behalf, the ULB shall without prejudice to other right and remedies, under this agreement have the right to recover by way of compensation form the contractor a sum of Rupees Ten Thousand per day of default as the ULB in his absolute discretion and the decision of the ULB on the question whether the contractor(s) have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to quantum of such compensation shall be final and binding on the contractor(s).

(d) SET-OFF

Any sum of money due and payable to the contractor(s) (including performance security returnable to them) under this contract may be appropriated by the ULB and set off against any claim of the ULB for the payment of any sum of money arising out of or under any other contract made by the contractor(s) with the ULB.

17. Role & Responsibilities of SMCG

A. Will Preparation of bid document, Notice inviting tender, Preparation of bid Evaluation report, approval for award of the contract, approval for continuation, renewal or termination of contract.
C. Award/continuation/renewal/termination of contract after obtaining necessary consent from ULB, Project monitoring through nodal officer, certification of works, take action for unsatisfactory performance, payment of monthly bills duly certified and verified of contractor by concerned ULB with notification of NMCG. For facilitation of work of contractor, ULB may nominate a nodal officer. In addition, a Project Monitoring Committee will be created in ULB for regular Supervision, performance monitoring of the works of contractor.

18. FUND FLOW DESIGN

The fund released by the NMCG shall be remitted by electronic transfer to the SMCG account based on quarterly basis. The payment to the service provider or contractor shall be made by SMCG based on Certification and Verification by the concerned ULB through Real Times Gross Settlement (RTGS).

Note-The Fund Flow Design may vary according to instructions issued by Competent Authority, SMCG/NMCG.

19. PAYMENT:

(a) The rates quoted shall be exclusive of GST.
(b) Payment will be certified and Verified by ULB on submission of monthly bills, duly supported by
attendance certificates issued by the Urban Local Bodies (ULBs) and on production of proof of payment of EPF/Minimum wages/ESI and other statutory payments in r/o the personnel engaged by the contractor.

(c) The contractor shall submit all his/their bill by the **seventh day of the month.** Payment of which will be made through RTGS/NEFT/Cheque to the contractor within **30 days** after receipt of the bill along with Monthly Progress Report of the works performed subject to Verification/ Certification by Monitoring committee/ULB.

(d) All taxes and levies as per Central/State laws and rules will be recovered from the gross amount of the bill. As per applicable law, no separate import duty exemption is applicable for this project.

(e) The payment shall be made on the basis of Certification and Verification of services as per the service level benchmarks by the monitoring committee/ULB.

(f) The rates shall be firm and fixed and shall not be subject to any change on any condition of whatsoever nature, except the Price Variation clause, and shall hold well till completion of the Services.

(g) The Employer reserves the right to withhold **10% of the amount** from the monthly bills of the contractor for any financial liability under the contract. The amount so deducted will only be refunded/ adjusted when contractor produces proof for fulfilling statutory obligations stipulated in different labour act/rules/instructions/circulars etc. applicable to the Contract.

**20. PRICE VARIATION CLAUSE:**

Price variation clause will not apply. if the price variation is up to 5% of contract price. Reimbursement/recovery due to variation in prices shall continue to be made only for the amount in excess of 5% of the (operation & maintenance) cost of amount payable to the contractor due to change in government policy (if any).

Variations of taxes and duties arising out of the amendments to the Central / State enactments, in respect of sale of goods / services covered under this bid shall be to ULB’s account, so long as -

(a) They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and

(b) The Contractor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Central/Input Tax credit, wherever applicable.

**21. LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION:**

The contract will be governed by the Laws of India, for time being in force as amended form time to time. Any disputes arising out of this contract will be settled first by amicable settlement or by arbitration fairly in the court of Law of competent jurisdiction. The courts in Lucknow shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

**22. CORRUPT OR FRAUDULENT PRACTICES:**

The Employer requisite the contractors under this tender to observe the highest standards of ethics during the procurement and execution of such Contracts, in pursuance of this policy, the Employer defines for the purposes of this provision, the terms set forth as follows:

a) ‘Corrupt practice’ means the offering giving receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in Contract execution, and
Fraudulent-practice'-means a misrepresentation of facts in order to influence a procurement process or a execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the ULB of the benefits of the free and open competition.

23. LIMIT AND WITHDRAW

Employer has full right to limit and withdraw certain scope of activity and or activities on the basis of need, other arrangement and administrative & misc reason. No Bidder/ Contractor shall have any cause of action or claim against the Employer for limit and withdraw of his proposal.

24. TERMINATION

(a) In the event of the contractors having been adjudged insolvent or goes into liquidation or winding up their business of making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, Employer shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.

(b) Employer shall also have without prejudice to other rights and remedies, the right in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and/or forfeit the performance security or any part thereof for the sum or sums due for any damages, loses, charges, expenses or costs that may be suffered or incurred by the ULB due to the contractor's negligence or un workmen like performance of any of the service of the services under the contract.

(c) The contractor shall be responsible to supply adequate and sufficient Safaiwala under the contract in accordance with the instructions issued by the ULB or an officer acting on his behalf. If the contractor fails to supply the requisite number of safaiwala/drivers, ULB shall at this entire discretion, without, recommendation of terminating the contract, be at liberty to engage other safaiwala/drivers at the risk and cost of the contractor(s), who shall be liable to make good to the ULB all additional charges, expenses, cost of losses that the ULB may incur or suffer thereby. The contractor shall not however, be entitled to any gain, resulting from entrustment of the work to another party. The decision of the Employer shall be final and binding on the contractor(s).

(a) Failure to carry out the work in conformity with the contract agreement or to comply with any of the terms of the contract.

(b) Failure to carry out the work in accordance with time schedule and /or fails to safeguard ULB's-interest

(c) Due to incidences of indiscipline and improper supervision on the part of the contractor.

(d) If the successful bidder abandons the work.
(e) Distress execution of any other legal process being levied on or upon the contractor’s ‘goods’- ‘persons’- and- assets

(f) If the successful bidder or any person employed by the successful bidder, offers or accepts for any purpose connected with the contract, any gift, royalty, commission, gratification or other inducement (whether in cash or kind) to/from any employee of the ULB.

(g) If, during the continuance of the contract, the contractor becomes bankrupt, makes arrangement with his creditors or permit any execution to be levied or goes into liquidation whether compulsory or voluntary including voluntary liquidation for the purpose of amalgamation or reconstruction.

(h) If ULB decides not to execute the work for any reason whatsoever, then in such case ULB shall have the right to terminate the contract after obtaining consent/approval from NMCG/SMCG-UP. No compensation shall be payable to the successful bidder in the event of such termination.

(i) In the event of termination of the contract, the successful bidder shall have to vacate the site/premises peacefully and remove the personnel deployed by him within stipulated period. If the successful bidder fails to comply with any obligation as mentioned here in before. In the event of termination of the contract for reason(s) aforesaid the ULB reserves the right to get the balance work executed through alternate source(s) at the risk and cost of the contractor and the performance security of the contractor shall stand forfeited.

25. SETTLEMENT OF DISPUTE AND ARBITRATION

1. All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be referred to a team of three men arbitrator appointed, one arbitrator to be appointed by ULB and one to be appointed by the Contractor and the third - presiding arbitrator to be appointed by the two so appointed. The arbitrators shall elect an umpire among them. In case of conflicting findings by the arbitrators, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that the arbitrators are the government servants and had any interest in the ULB or the contract entered into directly or indirectly. In all cases, the arbitrators shall state the decision in writing and if amount of claims in dispute is Rs.50,000/- and above, the arbitrators shall give reasons for award. The Venue of the arbitration shall be at the place where ULB is Situated.

Subject as aforesaid the provisions of the Arbitration and conciliation act 1996 or any statutory modification or amendment thereof and the rules made there under for the time being enforce shall apply to the arbitration proceeding under the clause.

2. The party invoking the arbitration shall specify the dispute to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each such dispute within a period of 90 days from the occurrence of the disputes.
3. If the contractor's do not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the ULB that final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the ULB will be discharged and released all liabilities under the contract in respect of these claims.

4. The decision of the employer or any other authorized officer in this regard, regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided will be final and would not be open to arbitration. Provided always that no compensation shall be payable for any loss, in consequence of hostilities or war-like operation (a) unless the contractor had taken all such precautions as are deemed necessary by the ULB nominated Officer or a nodal officer (b) for any materials etc. not on the site of work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the work.

5. In the event of the contractor having to carry out defects as pointed out, he shall be allowed such extension of time for its completion as is considered reasonable by the employer compliance within such time as the employer may prescribe in that behalf and in the event of the contractor failing to effect such compliance within the time prescribed by the employer then the employer shall without prejudice to his other rights be entitled to withhold from the amount payable to the contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to their employer under the contract as a result of termination.

6. The cost and expenses of Arbitration proceedings will be borne equally by both parties in accordance with the following fee structure (the signing of the contract shall be the acceptance of the fee structure given below by both the parties):

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars of fee and other charges</th>
<th>Schedule Amount payable per Arbitrator/ per case</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Arbitrator fee</td>
<td>Rs.5,000/- per day</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rs. 2,00,000 (lump-sum) subject to publishing the Award within 6 months.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Or</td>
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<tr>
<td></td>
<td></td>
<td>Rs. 3 Lakhs (lump-sum) subject to publishing the Award after 6 months but before 12 months.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Note:</strong> The amount of fees already paid for the days of hearing @ Rs. 5,000/- would be adjusted in the lump-sum payment.</td>
</tr>
<tr>
<td>2.</td>
<td>Reading Charges</td>
<td>Rs.5,000/- per Arbitrator per case including counter claim</td>
</tr>
<tr>
<td>3.</td>
<td>Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)</td>
<td>Rs.7,000/-</td>
</tr>
<tr>
<td>4.</td>
<td>Charges for Publishing/ declaration of the Award</td>
<td>Maximum of Rs.25,000/-</td>
</tr>
<tr>
<td>5.</td>
<td>Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Traveling Expenses</td>
<td>Economy class by air, first class AC by train, AC car by road</td>
</tr>
<tr>
<td></td>
<td>Lodging and Boarding</td>
<td>(i) Up to Rs.4,500/- per day</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) Rs.2,000/- per day (own arrangement)</td>
</tr>
<tr>
<td>6.</td>
<td>Local Travel</td>
<td>Rs.1,500/- per day</td>
</tr>
<tr>
<td>7.</td>
<td>Extra charges for days other than hearing / meeting days (maximum</td>
<td>Rs.2,000/- per day</td>
</tr>
</tbody>
</table>
1. Lodging, boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. away from place of meeting.

However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.

7. Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

26. FORCE MAJEURE

1. Neither Party is responsible for any failure to perform its obligations under the Contract, to the extent it is prevented or delayed in performing those obligations by an event of Force Majeure.

2. An event of Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected (“Affected Party”) and which by the exercise of reasonable diligence the Affected Party was unable to be prevented and which is not caused or contributed by the Affected Party, provided that event or circumstance is limited to the following:

   (a) act of terrorism;
   (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
   (c) ionizing, radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
   (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
   (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract. For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials
(other than due to a nationwide transporters’ strike) or commercial hardship shall not constitute a Force Majeure event.

3. Where there is an event of Force Majeure, the Affected Party must notify the other Party in writing as soon as possible and in any event within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure, giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract. The Affected Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon the performance of its obligations under the Contract and notify the other party of the measures being taken to mitigate the effect(s) of the event of Force Majeure.

4. Upon completion of the event of Force Majeure, the Affected Party shall, as soon as reasonably practicable, recommence the performance of its obligations under the Contract. Where the Affected Party is the Service provider, the Service provider must provide an amended Works Programme rescheduling the Works to minimise the effects of the prevention or delay caused by the event of Force Majeure.

5. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

6. The Service provider has no entitlement and Consultant/Owner has no liability for:

   (a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and

   (b) any delay costs in any way incurred by the Service provider due to an event of Force Majeure.

7. If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this Clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party. In the event that the Parties are unable to agree in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the dispute resolution provided herein; provided however that
the burden of proof as to the occurrence or existence of such Force Majeure event
shall be upon the Party claiming relief on account of such Force Majeure event.

27. **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO
     ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by
accident arising out of and during the course of employment.

b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on
satisfaction of certain conditions on separation if an employee has completed the prescribed minimum
years (say, five years) of service or more or on death the rate of prescribed minimum days’ (say, 15
days) wages for every completed year of service. The Act is applicable to all establishments
employing the prescribed minimum number (say, 10) or more employees.

c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly
contributions by the Employer plus workers at the rate prescribed (as per prevailing norms). The
benefits payable under the Act are:

   i. Pension or family pension on retirement or death as the case may be.
   ii. Deposit linked insurance on the death in harness of the worker.
   iii. Payment of P.F. accumulation on retirement/death etc.

d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women
employees in case of confinement or miscarriage etc.

e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare
measures to be provided by the Contractor to contract labour and in case the Contractor fails to
provide, the same are required to be provided, by the Principal Employer by Law. The principal
Employer is required to take Certificate of Registration and the Contractor is required to take license
from the designated Officer. The Act is applicable to the establishments or Contractor of Principal
Employer if they employ prescribed minimum (say 20) or more contract labour.

f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed
by appropriate Government as per provisions of the Act if the employment is a scheduled
employment. Construction of buildings, roads, runways are scheduled employment.

g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when
it will be paid and what deductions can be made from the wages of the workers.

h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of
equal nature to male and female workers and for not making discrimination against female
employees in the matters of transfers, training and promotions etc.

i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed
minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the
prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages,
calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-

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up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

n) **Inter-State Migrant Workmen’s (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996** and **the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

**SPECIAL CONDITIONS OF CONTRACT**
1. The Bidder shall study carefully, the materials, machines, equipment’s, the frequencies of different operations and conditions of specifications the tender documents to fully appreciate the scope of work before quoting his rates.

2. The Contractor shall provide satisfactory evidence acceptable to the ULB, to show that
   a). He is a reputed firm / contractor who regularly under takes the works of Mechanized Cleaning to the subject tender and has adequate technical knowledge and experience
   b) . He has an established proper supervisory control organization to ensure that there is adequate control at all stages of execution of the contract. He should give proper Quality assurance chart for the work.

3. The contractor shall have to clean the area as per minimum frequencies mentioned. However, the cleaning shall have to be done more frequently if required for proper cleaning of the instructions of the ULB, for which nothing extra shall be paid.

4. It must be borne in mind that some activities need to be started & completed early in the morning, the contractor shall follow such instructions of the ULB’s Nodal Officer/ Monitoring Committee. The work shall be carried out on all days in 03 (Three) shifts or on 24*7 basis as per specifications, including Sundays & Holidays at no extra cost. However, in case of emergent work, if more workers are required at site for cleaning etc. the same will be made available at no extra cost. Decision of ULB’s-Nodal-Officer/ Monitoring committee shall be final and binding in this regard.

5. All the permissions necessary to execute the work shall to be obtained by the successful contractor. No extra cost on account of the same shall be admissible.

6. The Bidder whose tender is accepted shall follow scope of work as mentioned in the tender, so as to help the ULB nominated officers to monitor and check that the cleaning work is being done according to the schedule of frequencies mentioned.

7. The contractor shall work in close coordination with officials working in various offices and modify working schedule if required as per user’s convenience. No claim whatsoever on this account shall be entertained.

8. The contractor shall to make his own arrangements at his own expense for all machines, chemicals, materials toiletries, consumables etc

9. Tendered rates shall be for completed work covering all operations as per Applicable materials, labour- carriage machinery & equipment’s- royalties- fees- rent- excise- duty- labour- cess- custom duty, (if any), Octroi, entry tax, wages, tools and plants transportation risks, overheads, general and special liabilities /obligations as mentioned and profits etc except GST which shall be paid by the contractor to concern Department on demand and it will be reimbursed to him by the ULB’s-Nodal-Officer/- Monitoring committee after satisfying that it has been actually and genuinely paid by the contractor. Contractor shall pay necessary taxes, such as Central excise duty, custom duty etc. if applicable, as above to relevant authorities
10. The standard of sanitation/cleanliness shall always be to the satisfaction of the authorized representative.

11. The contractor shall appoint exclusively for this work sufficient Supervisor with mobile phone and min one Manager for all location with mobile who shall coordinate with the Concerned authorities as & when needed.

12. The Bidder shall provide sufficient number of staff required for completion of the required scope of work. The contractor shall get approval of dress code and color scheme pattern and text to be mentioned in Uniform. The staff in uniforms, shoes, gloves and other safety gears as per relevant labour laws, as approved by ULB only shall be allowed for duty. The workers shall be supplied with sufficient sets of uniforms by the contractor so that they wear them at all time and keep them clean. The uniform provided to the workers shall be different and distinguish from other categories of the Institute staff with name plate & badges as approved by ULB. The uniforms shall be clean and ironed. Any failure on this account shall attract penalty.

13. The contractor shall have to provide all the material/machine required for the work. The contractor will be responsible for maintenance of these machines.

14. The contractors shall provide all the proper instruments properly calibrated for taking measurements of various environmental parameters and display of the reading.

15. In case of any negligence, connivance or direct/indirect involvement of any personnel deployed by agency, or there being occurred any theft, pilferage, misappropriation, bungling of stocks/stores or any other loss to any property for whatsoever reason the agency will be responsible and liable to compensate the losses as evaluated by the ULB, or any other authorized officer of the concerned ULB. The decision of the ULB shall be final.

16. The ULB will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by the agency. The agency will be the employer of the staff and ULB will have no concern/liability whatsoever in respect of their service.

17. The staff provided by the Contractor/ housekeeping agency shall have no lien of claim in any manner on ULB after their services are no more required by the ULB or during their deployment. In case, the staff resort to litigation in any court for any reason, the Contractor/Agency will be solely responsible towards verdict of the court, at its own cost. The Contractor/Agency is liable for expenses, losses and damages, if any, due to his employees, any claim or suit or any such proceedings against ULB is entitled to deduct the sum from the pending or future bills of the agency.

18. The contract will be terminated in case of any complaint regarding the services of the firms found unattended after 02 warnings.
SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1(¼ horizontal and 1 vertical.)

2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90cm.(3ft.)high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stair way is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m.(30ft.)in length while the width between side rails in rung ladder shall in no case be less than 29cm. (11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least ¼" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or
other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done for local boat.

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

i) All roads and open areas adjacent to the work site shall either be closed or suitably protected

ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

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

i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.

iii) Those engaged in welding works shall be provided with welder's protective eye-shields.

iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

v) 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 to 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 at least 2 to 3 hours before any man is allowed to enter into the manhole 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 of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

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 Employer 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 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work 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 stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

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 extent to which these precautions are to be taken depend on individual situation but the decision of the Employer regarding the steps to be taken in this regard in an individual case will be final.

vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

b) 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 scraped.

c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9 The Contractor shall not employ women and men below the age of 18 on the
work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.

iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

v) Overall shall be worn by working painters during the whole of working period.

vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by the Employer.

viii) The Employer may require, when necessary medical examination of workers.

ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipment’s should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:

i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(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.

ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

iv) In case of departmental machines, the safe working load shall be notified by the Electrical Employer. As regards contractor’s machines the contractors shall notify the safe working load of the machine to the Employer whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

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

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Employer of the department or their representatives. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

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

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment: -

a) For work places in which the number of contract labour employed does not exceed 50-Each first-aid box shall contain the following equipment: -

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 pair scissors.
9. 1 (30 gms.) bottle of potassium permanganate crystals.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.

b) For work places in which the number of contract labour exceed 50.

Each first-aid box shall contain the following equipments.

1. 12 small sterilized dressings.
2. 6 medium size sterilized dressings.
3. 6 large size sterilized dressings.
4. (15 gms.) packets sterilized cotton wool.
5. 1 (60 ml.) bottle containing two per cent alcoholic solution iodine.
6. 1 (60 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
7. 1 roll of adhesive plaster.
8. 1 snake bite lancet.
9. 1 (30 gms.) bottle of potassium permanganate crystals.
10. 1 pair scissors.
11. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
12. A bottle containing 100 tablets (each of 5 gms.) of aspirin.

iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

iv) Nothing except the prescribed contents shall be kept in the First-aid box.

v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

i) 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.

ii) 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.

iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn form it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

i) Latrines shall be provided in every work place on the following scale namely :-

a) Where female are employed there shall be at least one latrine for every 25 females.

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 up to the first 100, and one for every 50 thereafter.

ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

iii) 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, Latrines shall not be of a standard lower than borehole system.

iv) 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 a man or of a woman, as the case may be.

v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female
workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.

vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

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

(ix) The contractor shall at his own expense, carry out all instructions issued to him by the Employer to effect proper disposal of night soil and other conservancy work in respect of the contractor’s workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sqft) per head.

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

8. CRECHES

i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom.

ii) 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.

iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.

iv) The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the numbers of women workers exceed 50.

v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labours numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
ii) The canteen shall be maintained by the contractor in an efficient manner.

iii) The canteen shall consist of at least a dining hall, kitchen, and storeroom, pantry and washing places separately for workers and utensils.

iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.

vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

viii) Suitable arrangements shall be made for the collection and disposal of garbage.

ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

xi) 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.

d) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

xii) There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.

The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.

xvi) In arriving at the price of foodstuffs and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-

a) The rent of land and building.

b) The depreciation and maintenance charges for the building and equipments provided for the canteen.

c) The cost of purchase, repairs and replacement of equipments 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 of equipments
provided for the canteen. xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

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

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

12. AMENDMENTS

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

CONTRACTOR’S LABOUR REGULATIONS

1.SHORT TITLE

These regulations may be called Contractors Labour Regulations.

2 DEFINITIONS

i) Workman means any person employed by contractor directly or indirectly through a subcontractor to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-

a) Who is employed mainly in a managerial or administrative capacity: or

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

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

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

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

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

Wages shall have the same meaning as defined in the Payment of Wages Act.
Normally working hours of an adult employee should not exceed 9 hours a day. The working shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than hours on any day.

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

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

b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall been titled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

c) Where a contractor is permitted by the Employer to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4.DISPLAY OF NOTICE REGARDING WAGES ETC.

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

5.PAYMENT OF WAGES

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

ii) No wage period shall exceed one month.

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

iv) 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.

v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

vii) All wages shall be paid in current coin or currency or in both.

viii) 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.

ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Employer under acknowledgment.

x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer or any other authorized representative of the Employer who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Employer 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 workman concerned in my presence on ............................................. ... at............”

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following :-

- Fines
- Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- Any other deduction which the Central Government may from time to time allow.

(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

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

(iii) 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.

(iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

(v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.

(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
7. LABOUR RECORDS

(i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971.

(ii) 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.

(iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.

(iv) **Register of accident** - 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 labourers 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 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.

(v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) Rules 1971. The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed.

(vi) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (R&A) Rules 1971.

(vii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971.

(viii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) Rules 1971.
8. ATTENDANCE CARD-CUM-WAGE SLIP
i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him.

ii) The card shall be valid for each wage period.

iii) 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.

iv) The card shall remain in possession of the worker during the wage period under reference.

v) 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.

vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

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

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

11. PRESERVATION OF LABOUR RECORDS
All records required to be maintained under Regulations Nos. 6&7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Employer or Labour Officer.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY
The Labour Officer or any person authorized by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontract or in regard to such provision.

13. REPORT OF LABOUR OFFICER
The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Employer indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill are made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Engineer after the Employer has given his decision on such appeal.
i) The Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Employer as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-

a) An officer of a registered trade union of which he is a member.

b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.

c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker in employed or by any other workman employed in the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:-

a) An officer of an association of employers of which he is a member.

b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.

c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

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

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSIONS OF RETURNS

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

18. AMENDMENTS

The Central Government may from time to time add to or amend the regulations and on any question as to the application/interpretation or
effect of those regulations the decision of the Employer shall be final.

(Note: Necessary Formats in which records are to be maintained and returns to be submitted shall be provided by the Employer.)

The Nationwide guidelines for the provision of Bio-metric attendance & cash less payment system to the labours & other staff may be adopted as per instruction of the ULB.
## Section-V:
### SCOPE OF WORK AND TECHNICAL PARAMETERS

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SECTION -V

SCOPE OF WORK

1. Brief description of works: -

Area of services: -

The area of services will be Ghats along the river within the concerned municipal area in the Kanpur town:

The town specific area of services and maps are given in Annexure I. The town’s specific details as given in Annexure I are tentative and not exhaustive. Bidders are required to survey the actual site conditions and satisfy themselves before submission of bids.

If required, the service area may increase or decrease up to a maximum of 25% and Bidders need to be ready for such enhancement in the scope of works, however extra works for a specific project component up to 25% will be compensated in the same rate (per day rate/monthly rate) quoted by bidder after necessary certification by the Monitoring committee.

2. Scope of Services including Technical Specifications of Tool and Plants/Machines / Equipments.

2.1 Cleaning/sweeping with collection and disposal of solid waste from the

Bank of river on ghats and placing of dust bins:-

• Complete surface cleaning of the ghats, from time to time to ensure perfect hygienic conditions at all time. This activity shall be undertaken for all the Ghats (whether kaccha or pucca). The specific lists of ghats are given in Annexure I.

• Picking of Litter at all Pakka Ghats to be done using Litter Picker Sticks with handle and lever for faster pick-up of debris and better productivity.

• Besides brooms Push type of sweeping machine also to be used at all Pakka Ghats.
per Pakka Ghat) for effective sweeping without flying dust and faster area coverage.

- **At all Pakka Ghats**: High Pressure washing to be done through engine operated High Pressure washer for removal of stubborn dirt which cannot be removed with normal water pipe. All surfaces to be pressure washed with the machine at period intervals ensure no dirt accumulation **(everyday minimum 4 hours a day)**

- **High Pressure washer to be used with surface cleaner accessory on horizontal surfaces during public timings ensuring no splashing of water and disturbance to visitors.**

- **High Pressure washer should have Foam Bottle / Attachment to convert chemical to Foam for effective cleaning of toilets and surfaces which needs chemicals to be used ensuring perfect cleaning results.**

- **In order to make the Ghats from litter free, provision of dustbins to be made at the Ghats. The solid waste removed from the Ghats/dustbins shall be disposed of at a location identified by ULB. The collection, transportation and disposal of waste shall be in compliance with Municipal Solid Waste (Management & Handling) Rules 2016, as amended from time to time.**

- **No single use banned plastic bags to be used for collection of debris as per government ban on single use plastic.**

- **For each 50m (running meter) Ghat stretch, 2 blocks of dustbins each containing 1 biodegradable and 1 non-biodegradable dustbin with 100 litre+100 Litre capacity with lid, shall be provided with adequate colour coding and cover flap.**

- **The Contractor will install instruction Boards of suitable and visible size in all Ghats with toll free number for complaints & information about garbage collection timings etc with message to make the Ghats Open Defecation Free & ensure to make the Ghats ODF.**

- **The Contractor to keep details of pre and post conditions photographs and videography which are required to be included in the monthly reports.**

- **The Contractor shall ensure availability of boats, life jackets and other adequate safety gears (as per relevant labour laws) for the work force employed and the visiting officials.**

- **The firm/contractor has to establish an office at suitable place along the Ghats which will work as centre of IEC and grievance redressal system.**
2.2 The Quantity and Specifications of Consumables are given in following table:

<table>
<thead>
<tr>
<th>CONSUMABLES</th>
<th>Quantity for 3 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uniform</td>
<td>450</td>
</tr>
<tr>
<td>Phenyl, Acid, Bleaching Powder and Lime Powder</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Soap for Hand Washing</td>
<td>5040</td>
</tr>
<tr>
<td>Cleaning Brooms</td>
<td>2520</td>
</tr>
<tr>
<td>Sweeping brooms</td>
<td>2520</td>
</tr>
<tr>
<td>Coir brush</td>
<td>2520</td>
</tr>
<tr>
<td>Bamboo Basket</td>
<td>1260</td>
</tr>
<tr>
<td>Plastic containers</td>
<td>420</td>
</tr>
<tr>
<td>Plastic Buckets</td>
<td>420</td>
</tr>
<tr>
<td>Plastic Mug</td>
<td>420</td>
</tr>
<tr>
<td>Brush and Cotton Pocha</td>
<td>10500</td>
</tr>
</tbody>
</table>

*NOTE: Refer Serial Number 6 of Financial Bid (Bill of Quantity) for quoting the rates as one Job. Rates should be quotes for Consumables of reputed Brand/ Make OR Certified from Bureau of Indian Standard.

2.3 The Quantity and Technical Specifications of Tool and Plants/Machines / Equipment, Arpan Sthal/ Shradha Kalash, Dust Bins are given in following table: (Refer ANNEXTURE- II & III)

<table>
<thead>
<tr>
<th>TECHNICAL SPECIFICATIONS</th>
<th>Quantity for 3 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rag Picker Stick for collection of litter / debris</td>
<td></td>
</tr>
<tr>
<td>Should not have Hand contact with Litter</td>
<td></td>
</tr>
<tr>
<td>Should pick-up without bending</td>
<td></td>
</tr>
<tr>
<td>Metallic construction</td>
<td></td>
</tr>
<tr>
<td>With Hand grip and Lever to pick up litter</td>
<td></td>
</tr>
<tr>
<td>Push Sweeping Machine for dust free sweeping</td>
<td></td>
</tr>
<tr>
<td>Manually Operated - Push Type</td>
<td></td>
</tr>
<tr>
<td>Should have 1 main broom and 1 side broom</td>
<td></td>
</tr>
<tr>
<td>container Capacity minimum 35 Lts</td>
<td></td>
</tr>
<tr>
<td>Working width including side brush minimum 600 mm</td>
<td></td>
</tr>
<tr>
<td>Main Brush should be adjustable</td>
<td></td>
</tr>
<tr>
<td>weight of the machine should not be more than 30 Kgs</td>
<td></td>
</tr>
<tr>
<td><strong>Engine Operated Cold Water High Pressure Washer</strong></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>---</td>
</tr>
<tr>
<td>Minimum 180 Bar Pump Pressure</td>
<td></td>
</tr>
<tr>
<td>Water Flow 600-800 Lts per Hour</td>
<td></td>
</tr>
<tr>
<td>Standard Accessories 40 Mts Hose Pite, Lance, Trigger Gun and Nozzles</td>
<td></td>
</tr>
<tr>
<td>Inter Water Pipe as per suitability.</td>
<td></td>
</tr>
</tbody>
</table>

**Additional Accessories for High Pressure Washer**

**Surface Cleaner for splashless Cleaning of Horizontal surfaces**

- Steel Construction with wheels.
- 2 Rotary Nozzles driven by water flow.
- Should attach to High Pressure Cleaner with ease.

**Foam Bottle / Sprayer to attach with High Pressure Washer**

- For converting Chemical to Foam for effective cleaning of Toilets etc.
- 2 Lts Capacity with ventury action.
- Adjustable to increase / decrease the flow of Foam

<table>
<thead>
<tr>
<th><strong>Dust Bins ( Twin ) Firmly grouted in the floor.</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Stainless Steel body construction Grade 202 with minimum 2mm thickness</td>
<td>194</td>
</tr>
<tr>
<td>Capacity : 100 + 100 Lts</td>
<td></td>
</tr>
<tr>
<td>With Lid/ cover</td>
<td></td>
</tr>
<tr>
<td>With clear demarcation of WET and DRY waste through stickers.</td>
<td></td>
</tr>
</tbody>
</table>

**Arpan Sthal (Sharadha Kalash)**

- Wire Mesh Enclosure to be fabricated and installed with angle irons of Dimensions : -
  - L x W x H ( cms ) : 240 X 160 X 240
- Wire Mesh enclosure should be submerged and adjustable inside the river water at the ghat.
  - Water should flow freely into the river without and obstruction / blockage.
- Enclosure should have three sides with front open allowing visitors to easily put the offerings.
- Bottom of the Enclosure should have edge to edge wire mesh submerged into the water.
- All offerings to be collected back by lifting the submerged mesh through a lever for easy collection and disposal of the collected offerings and disposing at the allocated place.
- Mesh should be fine ensuring not offerings flow into the river and all trapped in the mesh.
- At the Entry ( Front ) a raised platform to be created depicting KALASH as shown in the drawing

**NOTE: Refer Serial Number 7 of Financial Bid (Bill of Quantity) for quoting the rates as one Job. Rates should be quotes for Items of reputed Brand/ Make OR Certified from Bureau of Indian Standard.**
2.2 De-silting of the constructed Pucca Ghats after the flood/monsoon/rains-

The contractor will have to make free the pucca ghats of silt/sand likely to be deposited after the flood/monsoon/rains to keep the ghats clean all the time. The disposal of the silt/sand is to be done as per directions of the ULB.

2.3 Establishment of Arpan Sthal ('Shradhdha Kalash') at location where religious offering comes in rivers and motivating pilgrims/tourists to use of Arpan Sthal ('Shradhdha Kalash')-

The contractor will do installation of Arpan Sthal ('Shradhdha Kalash') near the ghat keeping it partly submerged in water to be cleaned from time to time. The Arpan Sthal should be made in such a way that it should be movable depending on the seasonality i.e. available river water. The devotees are to be educated and convinced to put their holy flowers, offerings etc. in this “Sharadha Kalash” so that these materials do not go to the river. The contractor will also make sufficient arrangement to motivate the pilgrims/tourists to use these Arpan Sthal ('Shradhdha Kalash') explaining the advantages of it. ‘Sharadha Kalash’ is to installed and location will be finalized with consultation with ULB. “ Arpan Sthal and Sharamda Kalash” to be cleaned with minimum frequency of twice a day or as per requirements with disposal of waste as per directions of ULB. The contractor has to make proper arrangement to motivate the pilgrims/visitors to use these Arpan Sthal.

3. Service Level Benchmark:

(a) All the ghats in the city need to be maintained in a fully clean state at all the times i.e, 24x7 basis, however it must be cleaned at least twice a day. Based upon the types of ghats the following cleaning schedule to be maintained:

- For Kaccha Ghats- On time early morning brooming and during day litter pick-up shall be carried out;
- For Pucca Ghat with rough & fine surface: Brooming and mechanised sweeping at least twice a day
- For Pucca ghats at least one washing of each ghat every day & additional washing per day as per requirement during festive season.
- The frequency of sweeping will enhance during festive season as per requirement.
- Construction Boards of suitable size in all ghats with toll free number for complaint & information about garbage collection timings etc.

  a) Waste from dustbins should not overflow at any point of time and should be cleaned at least twice a day or more.
  b) Necessary records of ghat cleaning, quantity of waste collection (in kg/tonnes) and disposal (in kg/tonnes) to be maintained by the contractor.
  c) Spraying of disinfectants in waste collection vehicles and waste heap (at
least once in a day)

d) Waste collected and stored (if any) along the banks to be disposed on daily basis.
e) Pre & post condition videos & photographed are to be included in monthly reports.
f) A record of biometric attendance of labors/manpower is to be maintained for verification as & when required
g) Ensure collection of waste at least twice a day along the corridor and transport the waste through suitable vehicle to the secondary waste collection facility/disposal site provided in the city by the ULB.
h) All necessary records of waste collection and transportation trips should be maintained.
i) Contractor to ensure sufficient number of machines, manpower and vehicles for waste collection and transportation all the times.
j) The Crematoria on ghats to be cleaned and maintained in a fully clean state at all times, however, it must be cleaned at least twice in a day (morning & evening) and necessary records would be maintained.
k) The floating waste near the cremation ghats shall also be collected and disposed and the area to be maintained in a fully clean state at all time.
l) The disposal of waste from the crematoria on ghats will be ensured on daily basis at places assigned by local ULBs.
m) Records of cleaning of cremation ghats and disposal of waste to be maintained on daily basis.
n) Dead animals (if any) along the banks, ghats, river surface to be collected and disposed on daily basis. The collection and disposal details of dead animals from the ghats/bank areas to be maintained.
o) Transportation of waste to the disposal point through waste transportation vehicles.
p) All minor repairing & preventive maintenance shall be carried out within 24 hours and major repairing works (if any) for the waste transportation vehicles shall be carried out within 3 days
q) During a year, maximum 30 working days may be considered non-renderable from the scope of work of cleaning waste from drains on account of heavy rainfall duly verified by rainfall data and certified by monitoring committee.
r) Waste collected from the drains should not be stored on the bank for more than 24 hours and should be disposed to the disposal site on daily basis.
s) Transportation of waste to the disposal point through waste transportation vehicles in accordance with SW Rule-2016, as amended
from time to time.

t) All machines should be used at all times and should be in proper running condition. In event of major defect in the machines for more than 3 days, stand-by machines should be deployed to ensure no interruption of work.

4. Desilting of the constructed pucca ghats after the floods/monsoon/rains

The contractor will have to make free the pucca ghats or kuchha of silt/sand likely to be deposited after the flood/monsoon/rains to keep the ghats clean all the time. The disposal of the silt/sand is to be done as per directions of the ULB. Proper photography & video recording is also required before and after the work. Records of silt clearance are to be maintained as per directions of ULB.

5. Minimum Manpower Requirement:

(a) **For Pakka Ghat Cleaning**: Sweepers for sweeping at Pakka Ghat for carry out brooming, Clearance of solid waste from dustbins and loading of solid waste from the ghats to waste collection vehicle.

(b) **For Kuccha Ghat**: persons for each kuccha Ghat including cleaning of waste from the crematoria on ghats.

(c) **Major Ghat cleaning on Festive Seasons on need basis** *(Extra 10 persons)*

(d) **Supervisors (10 Workman-One supervisors)**-for supervision of sweepers for sweeping work

(e) **At out fall point of drain with river**-as per requirement under approval of ULB.

(f) **Manpower required to carry out all other works mentioned in scope of services with the consent of ULB.**

1. Deployment of Manpower with Uniform with Namami Gange Logo on the shirt and Boots at all times during working hours
   - Sweepers-70
   - Supervisor-5
   - *(10 Extra Manpower required for 10 Days for 06 Major Ghats need based)*

2. Cleaning of Ghats for 3 years
   - 27 Ghats *(16 Pakka Ghat & 11 Kachha Ghat)*

3. Providing two type dustbins and screening of Nallahs
   - Total 194

4. Providing Arpan Sthal (Sharaddha Kalash) and construction of Arpan Sthal
   - 20

5. Consumables, O & M of Shradha Kalash and Cleaning of Waste from Nala
   - For three years

6. Cleaning Equipment
   - As per Annexure-2

**All Sweepers and Supervisors to wear uniform with Namami Gange Logo on the shirt at all times during working hours.**

**Notes**—

1-During festival season & holy occasions, the contractor has to deploy more labours to achieve the services of the contract.

2-The contractor will install an arrangement for bio-metric attendance of the staff & labours deployed and will maintain the record for review/audit as per directions of ULB.
Mathura-Vrindavan

“Mathura-Vrindavan The name of the city is believed to have derived from Karnapur (meaning "town of Karna", one of the heroes of the Mahabharata). Another theory is that it came from the nearby town of MaMathura-Vrindavan, earlier known as Khairabad, where the Sufi saint of the MadariyaSufi order, Badiuddin Zinda Shah Madar, settled.

Mathura-Vrindavan is the tenth most populous city in India and the largest city within the state of Uttar Pradesh. The city is the administrative headquarters of Mathura-Vrindavan Nagar district and Mathura-Vrindavan division. It is situated on the southern bank of Ganga River and has been an important place in the history of modern India. It remains one of the oldest industrial townships of North India and is one of the fastest growing cities of India especially the industrial growth. It has a metropolitan area of over 1,640 square kilometers (630 sq km) and a city area of around 260 sq km with an approximate population of 5 million inhabitants. Mathura-Vrindavan is divided into two districts, namely, Mathura-Vrindavan Nagar and Mathura-Vrindavan Dehat. Mathura-Vrindavan comprises of 3-tehsils, 2-Municipal Board, 2-Nagar Panchayats and 10-Statutory Towns. Mathura-Vrindavan is also divisional headquarters of Mathura-Vrindavan Commissionary consisting of Mathura-Vrindavan Nagar, Mathura-Vrindavan- Dehat, Etawah, Auraiya, Farrukhabad and Kannauj districts. It is also home to several globally recognized institutions such as IIT Mathura-Vrindavan, Harcourt Butler Technological Institute (HBTI), GSVM Medical College, and CSM University. Mathura-Vrindavan is the main center of commercial and industrial activities and is also called the commercial capital of the state. It is known for its cotton and woolen textile and leather industries. This resulted in attraction of more population and pressure on existing infrastructure services and facilities with an adverse impact on the existing water bodies and natural habitat.

Mathura-Vrindavan has traditionally been an industrial city and on economic center. In the past, it was the second most industrialized city in India being second only to Calcutta. Due to large number of cotton textile units and a vibrant trade center for cotton it was also called the 'Manchester of India'.

Mathura-Vrindavan has several locational advantages i.e. location at a vantage point on
two national highways i.e. NH2 and NH25; raw material availability for many industries viz. leather, food processing, plastics etc., proximity to large markets, availability of skilled manpower due to various institutes located within Mathura-Vrindavan (viz. Indian Institute of Technology, Chander Shekhar Azad Agricultural University, Central Pulse Research Institute, Leather Institute etc.) and existing traditional industrial base attracting skilled workers to the city. Therefore, industries received an impetus and the proximity to river Yamuna was also an added advantage. The traditional handicrafts flourished, patronized by the Mughal court.

During the British times, it was mainly the industries related to tanneries, cotton and woolen clothes production, sugar mills, flour mills, refineries which were established in Mathura-Vrindavan. During that time Mathura-Vrindavan was of strategic importance for movement of troops from one region of the country to another. This led to development of a large cantonment base at Mathura-Vrindavan and contributed to development of leather industry in the form of various saddle units catering to the requirement of British troupes.

Post-independence, Mathura-Vrindavan continued to be an important city and large public sector companies such as British India Corporation, National Textile Corporation, ordnance factories, etc were set up here. Private sector also set up large units such as many factories of JK Industries group, Lohia machines, Duncans, etc. At present, Mathura-Vrindavan has mostly industries relating to leather shoe making and cotton textiles. Other factories include manufacture silk, woolen and jute textiles, food products, fire-bricks, fertilizers, railway wagons, textile machinery, television sets, metal ware, leather goods, soap, tents, durries, fountain pens, hosiery, cutlery, television picture tubes, etc.

As per 2011 census, Mathura-Vrindavan city has a population of 27.65 Lakhs and estimated population of Mathura-Vrindavan in 2018 is 30.00 lakhs. There are 522242 and 169000 commercial institutions or shops in Mathura-Vrindavan as per data provided by Municipal Corporation Mathura-Vrindavan. 01,324. There are 110 wars in Mathura-Vrindavan and all covered with the door to door collection system. Mathura-Vrindavan is also doing decentralized waste management in 160 parks, 14 RWA and in one Hotel. Approximate 1370 Metric Tonne waste generated daily in the Mathura-Vrindavan city and there is one waste to compost processing unit is available in the Mathura-Vrindavan with capacity of 1500 TPD.

Waste generated from septic tank is being collected by selected de-sludging operator in Mathura-Vrindavan and discharge it bingawa STP.
The ganga river stretch in Mathura-Vrindavan is 15.50 Km and 11 nala are flows in the city of Mathura-Vrindavan. Major nala is in Mathura-Vrindavan is Sisamau Nala the estimated daily discharge is 140 MLD and this nala is covered under namami Gnage program for tapping and treatment of sewage at STP.

Ganga Bairage to ..... Ghat to be cleaned in Ghat Cleaning program

Some of Ghats details is given below on google map-
Sarsaiya, Guptar & Bhagwat Ghat

Ganga Bairage, Mauni & Rani Ghat

Ganesh & Bhairav Ghat
**Shakambhari & Anandeshwar Ghat**

**Mathura-Vrindavan**

<table>
<thead>
<tr>
<th><strong>River</strong></th>
<th>Ganga River</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Catchment Area</strong></td>
<td>Ganga Bairaz to Sekhpur Ghta</td>
</tr>
<tr>
<td><strong>Distance</strong></td>
<td>15.50 Km</td>
</tr>
<tr>
<td><strong>Permanent Ghat</strong></td>
<td>Magzine Ghat, Bhairaon Ghat, Guptaar Ghat, Mascar Ghat-4</td>
</tr>
<tr>
<td><strong>Kuchhaghat</strong></td>
<td>Baba Ghat, Kali Ghatia, Shayam Ghat, Kamleshwar Ghat, Ganesh Ghat, Aspatal Ghat, Rani Ghat &amp; Ganga Bairaz Ghat-8</td>
</tr>
<tr>
<td><strong>Kachha-Pakka</strong></td>
<td>Koyla Ghat, Gola Ghat, Sekhpur Ghat, Siddhnath Ghat, BhagbatDas Ghat, Sirsaiya Ghat, Anandeshwar Ghat &amp; Mauni Ghat-8</td>
</tr>
<tr>
<td><strong>Drainage or Nala-Ganga River</strong></td>
<td>Rani ghat Nala, Sisamau Nala, Tefco Nala, Parmath Nala, Muor Nala, Police Line Nala, Jail Nala, Guptaar Nala, Bengali Das Nala, Budhiya Nala, Wazidpur Nala-11</td>
</tr>
<tr>
<td><strong>Major Gathering on Ghat-Festival</strong></td>
<td>Bhaiaron Ghat, Parmath Ghat –Daily Gatherings Kartik Purnima (Pilgrims 5000-100000)</td>
</tr>
</tbody>
</table>
## Technical Specifications of T&P (Tools & Plants) & Consumables

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Technical Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rag Picker Stick - Pakka Ghat</td>
<td>Rag Picker Stick for collection of litter / debris</td>
</tr>
<tr>
<td>One Per Person for Pakka Ghat</td>
<td>Should not have hand contact with litter</td>
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<td>Push Sweeping Machine</td>
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<td>Should have 1 main broom and 1 side broom</td>
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<td>Working width including side brush minimum 610 mm</td>
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<td></td>
<td>Main Brush should be adjustable</td>
</tr>
<tr>
<td></td>
<td>Weight of the machine should not be more than 30 Kgs</td>
</tr>
<tr>
<td>Engine Operated Cold Water High Pressure Washer</td>
<td>Engine Operated Cold Water High Pressure Washer</td>
</tr>
<tr>
<td>One Machine common between all Pakka Ghat</td>
<td>Minimum 150 Bar Pump Pressure</td>
</tr>
<tr>
<td></td>
<td>Water Flow 600-6000 lts per Hour</td>
</tr>
<tr>
<td></td>
<td>Standard Accessories: 40 Mts Hose Pipe, Lance, Trigger Gun and Nozzles</td>
</tr>
<tr>
<td></td>
<td>Insert Valve Pipe as per suitabiliy</td>
</tr>
<tr>
<td></td>
<td>Additional Accessories for High Pressure Washer</td>
</tr>
<tr>
<td></td>
<td>Surface Cleaner for splashless Cleaning of Horizontal surfaces</td>
</tr>
<tr>
<td></td>
<td>Steel Construction with wheels.</td>
</tr>
<tr>
<td></td>
<td>2- Rotary Nozzles driven by water flow.</td>
</tr>
<tr>
<td></td>
<td>Should attach to High Pressure Cleaner with ease.</td>
</tr>
</tbody>
</table>
### Foam Bottle / Sprayer to attach with High Pressure Washer
- For converting Chemical to Foam for effective cleaning of Toilets, etc.
- 21ltr capacity with venturi action
- Adjustable to increase / decrease the flow of Foam

### Dust Bins
**Dust Bins (twin) firmly grouted in the floor.**
- Stainless steel body construction Grade 202 with minimum 2mm thickness
- Capacity: 100 x 100 Ltrs
- Vsl. lid cover
- Vsl. clear demarcation of WET and DRY waste through stickers

### Arpan Shail & Shraddha Kalesh
**Wire Mesh Enclosure to be fabricated and installed with angle iron of Dimensions:**

<table>
<thead>
<tr>
<th>L x W x H (cms)</th>
<th>240 x 80 x 240</th>
</tr>
</thead>
</table>

- Wire mesh enclosure should be submerged and adjustable inside the river water at the ghat.
- Water should flow through the river without obstruction / blockage.
- Enclosure should have hinged sides with front open allowing visitors to easily put the offerings.
- Bottom of the enclosure should have edge to edge wire mesh submerged in the water.
- All offerings to be collected back by lifting the submerged mesh through a lever for easy collection and disposal of the collected offerings and disposing at the allocated place.
- Mesh should be fine ensuring not offerings flow into the river and all trapped in the mesh.
- At the entry (front) a raised platform to be created depicting BALASH as shown in the drawing.

### Consumables
- Uniform
- As Per List Provided
- Phenyl, Acid, Bleaching Powder and Lime Powder
- Soap for Hand washing
- Cleaning brooms
- Sweeping brooms
- Coir brush
- Bamboo Basket
- Plastic container
- Plastic Buckets
- Plastic Mug
- Brush and Cotton Pooja
ANNEELE-III

Drawing of ARPAN STHAL

PLAN OF ARPAN STHAL

VIEW OF REAR SIDE MESH

VIEW OF LEFT AND RIGHT SIDE MESH

Dimensions shown are in cm
Not to the scale.
(a) All costs are in Rupees and quoted for per unit of each Items.

(b) Bidder will quote rates in Priced Bill of Quantity without GST.

(c) Insurance costs includes all Insurances in accordance with the Agreement.

(d) Successful Bidder will Submit details/ Breakup of rates quoted in Priced Bill of Quantity.

(e) Detailed Priced Bill of Quantity is available in Financial Cover of e-Tendering Portal https://etender.up.nic.in.
**Tender Inviting Authority:** State Mission for Clean Ganga-UP, Plot No-18, Sector-7, Gomti Nagar Extension, LUCKNOW-262010

**Name of Work:** Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats in Mathura Vrindavan

**Contract No:** NIT No.- NIT No.-01/SMCG-UP/2018-19 (GHAT CLEANING)/Mathura Vrindavan

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Units</th>
<th>BASIC RATE In Figures</th>
<th>TOTAL AMOUNT in Rs. P</th>
<th>TEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply &amp; Installation of ‘Shradhdha Kalash’ at arpan sthal location where religious offering Comes in rivers &amp; motivating pilgrims/tourists to use these Shradhdha Kalash for three years including Operation &amp; Maintenance as per direction of Engineer In-Charge</td>
<td>32.000</td>
<td>Number</td>
<td></td>
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<tr>
<td>2</td>
<td>Supply &amp; Installation of Dustbins-100 +100 litre capacity of each (Biodegradable &amp; Non-Biodegradable) for three years including Operation &amp; Maintenance as per direction of Engineer In-charge</td>
<td>194.000</td>
<td>Number</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Description</td>
<td>Amount</td>
<td>Unit</td>
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<td>------------------------------------------------------------------------------</td>
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<tr>
<td>3</td>
<td>Deployment of Sweepers for Cleaning, sweeping collection, transportation and disposal of solid waste from the banks of river on ghats for three years as per direction of Engineer Incharge.</td>
<td>76650.000</td>
<td>Mandays</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Sweepers on need based required for three years (1800 Mandays) as per direction of Engineer in-charge.</td>
<td>1800.000</td>
<td>Mandays</td>
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<tr>
<td>5</td>
<td>Deployment of Supervisor for supervision of Cleaning, sweeping with collection and disposal of solid waste work as per direction of Engineer in-charge.</td>
<td>5475.000</td>
<td>Mandays</td>
<td></td>
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<tr>
<td>6</td>
<td>Consumables (as per details given in clause 2.2, Section V, Scope of work) for three years as per direction of Engineer in-charge.</td>
<td>1.000</td>
<td>Lump Sum</td>
<td></td>
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<tr>
<td>7</td>
<td>Mechanised Cleaning by Tool and Plants/Machines/Equipment (as per details given in clause 2.3, Section V, Scope of work) including running, Operation and Maintenances using ((a)Rag Picker Sticks (b) Push Sweeping Machines (c) Engine operated High Pressure Washer) etc. for three years as per direction of Engineer in-charge.</td>
<td>1.000</td>
<td>Lump Sum</td>
<td></td>
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<td></td>
<td><strong>Total in Figures</strong></td>
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<td></td>
<td><strong>Quoted Rate in Words</strong></td>
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