Annexure-III

An Overview of Sanitation Contract:

The technical eligibility criteria of the contract are fixed as per CPWD and CVC Guidelines. The contract depicts that tender forms are not transferable and if the number of firms found to be competitive are more than three and their rates quoted are at par, then the contract will be allotted by draw of lots.

Period of the contract: It describes the period of the contract which usually remains for one year and can be extended for another year based on the satisfactory performance of the contractor and the maximum limit for extension of contract is three years.

General terms and conditions: contract explains the general terms and conditions required for submission of tenders. Further clause 3 illustrates the terms and conditions for execution of the agreement by successful bidders.

Security deposit of the contract: explains the requirement of security deposit which successful bidder shall be required to deposit, equivalent to one month basic wage of each employee in shape of FDR. Clause 5 depicts the security deposit in form of bank guarantee undertaken by the scheduled bank. Clause 6 speaks about the absolute rights and powers of the Commissioner of Municipal Corporation in case of termination of contract.

Clause 7 describes the power of Medical Officer of Health with respect to deployment of manpower supplied by the contractor. Clause 8 tells about the terms and conditions regarding the commencement of the work.

Next clause of the Contract explains the modalities of supervisory control which remains with the contractor itself.

Clause 10 describes about the surprise checks by Medical Office of Health or any other officer over the employees of the contractor. Clause 11 portrays about the responsibility of the contractor for issuing identity cards to its employees. Clause 12 describes about the relationship between employer and staff.
Next clause of the contract deals with the medical examinations and verification of antecedents of the employees by the contractor.

Clause 14 of the contract deals with the mode and time of payment of wages to in compliance with the enforceable act. Next Clause deals with the fringe benefits like EPF, ESI, Bonus etc. of the contracted out employees.

Clause 16 and 17 of the contract deals with the application of various taxes in accordance with the prevalent rules.

Clause 18 states other mandatory responsibilities of the contractor in accordance with the provisions of the labour laws.

Next clause deals with the termination of contract in case of any discrepancy traced at a later stage.

Clause 20 of the contract deals with the indemnification which is the liability of the contractor towards Municipal Corporation.

Clause 21 of the contract describes the terms and conditions and remedies about the deficiency and disobedience of contractual employees. Next clause deals with the events in which contract can be terminated.

Clause 23 of the contract speaks about the responsibility of contractor in respect of removal of staff after termination of contract.

Clause 24 deals with the scope of the transfer of liabilities in case of unforeseen circumstances in execution of work.

Clause 25 and 26 of the contract deals with the jurisdiction and arbitration respectively, in case of any dispute between the parties.

An Overview of Paid Parking Contract:

The paid parking contract is governed by amended terms and conditions applicable to semi automatic paid parking areas spread across the city of Chandigarh. The contract is entered into by Municipal Corporation Chandigarh.

Clause 1 defines the validity of the license for a particular period and extension thereof maximum upto three years based upon the performance of the licensee.
Clause 2 describes about the Earnest Money deposit by the bidder before taking part into the auction process.

Clause 3 speaks about the amount of the Security Deposit and the manners in which the successful licensee shall have to deposit within a stipulated period.

The next clause deals with the mode of the payment of License Fee by the Licensee.

Clause 5 tells about the liability of the Licensee to pay revised parking fee if any.

Clause 6 describes the liability of the Licensee to pay interest in case he fails to deposit the license fee in time and the consequential effect for not abiding by the terms and conditions of License fee payment.

The next clause deals with the preparation of License Deed documents.

Clause 8 states about earmarking the areas for paid parking and free parking and their operational modalities by the Licensee as well as the MCC. Clause 9 explains about the usage of the space meant for parking and the method the employees will be deployed. Further clause 9A speaks about the identity signs of the attendants/supervisor on the parking sites. Clause 9B provides on the part of the Licensee to submit strength number of staff on monthly basis.

The next clause clarifies about the management of parking slips.

Clause 11 of the contract describes about the requirement of installation of electronic gadget such as CCTVs by the Contractor on the parking sites and the preserving record thereof, and the penalties for avoidance thereof. Further Clause 11A speaks about installation of Semi Automatic Barriers and operating Automatic Access System on the parking lots and the penalties for defiance thereof.

The next clause expresses the rates at which the Contractor shall be entitled to charge from the Users and the rates of issuing of Parking Passes.

Clause 13 and 14 tells about the issuance of Multiple Entry – Day Parking Passes and Monthly Parking passes.

Clause 15 explains about the issuance of city parking passes and applicable jurisdiction thereof.
Clause 16 deals with the powers of ACMC/Jt.CMC with regard to issuance of free parking passes to official functionaries of higher rank and representatives of the civic body etc.

Clause 17 speaks about the relaxations given to the handicapped and three wheeler owners entering paid parking areas.

The next clause describes about the rates at which the Licensee shall have to pay for any violation of rules.

Clause 19 of the contract states about the payment of taxes applicable/prevalent upon him during the currency of the licensed period.

Clause 20 explains about the penalty for damaging the property of the MCC while rendering paid parking services and Clause 21 deals with safety measures of the parked vehicles by the contractor and his liability in case of any lapse.

Clause 22 speaks about the dressing code of the workers on site and Clause 23 deals with the provision of Sign Boards with requisite information thereon.

Clause 24 talks about the provision of the complaint box on the parking site to know about the feedback of the users and inspection modalities.

The next clause depicts the powers of the competent authority for temporary closure of the parking area on account of unforeseen cause or otherwise.

Clause 26 expresses about the timings of the parking and the duties of the employee during night time.

Clause 27 describes about the provision of the temporary shelter/s on the parking site.

Clause 28 talks about applicability of Capital of Punjab Act 1952 with respect to the terms and conditions of the Contract.

Clause 29 of the contract requires antecedents as well as the current residential address of the licensee contractor.

The next clause of the contract describes about free parking areas meant for government employees and the limitations for free parking.
Clause 31 of the contract speaks about banning construction of permanent barrier in the parking areas.

Clause 32 of the contract deals with the provision of parking areas for handicapped persons and utilization of the same as per emerging requirements.

Clause 33 tells about the closing time for underground parking.

Clause 34 deals with the powers of the Corporation to increase or decrease the parking areas.

The next clause of the contract explains about the position of the employees of the contractor and their relationship with the MCC. The clause further speaks about the rights of the employees with respect to Labour Laws/Acts.

Clause 36 describes about refraining the licensee from accruing any advertisement benefits from the allocated site.

Clause 37 tells about the cancellation of the license for not abiding by various requirements on the part of the Licensee.

Clause 38 of the contract deals with the termination of the contract on completion of license period and other provisions for termination of contract prematurely and conditions imposed on the contractor after surrender of the allocated site/space.

The next clause refers to the arbitrary arrangements with respect to the disputes concerning contract.

The last clause No. 40 speaks about the earmarking or identifying the judicial system in case of any dispute between the parties.

**An overview of the agreement between Contractor and the Government**

Form F 1 which is meant for Item/Percentage Rate Tender and Contract for Works makes provisions to establish an agreement between the Contractor and the Government (any competent authority on behalf of the Govt.) with respect to drafting terms and conditions for assignment and execution of any kind of work. The agreement is signed between the parties and is confirmed by witnesses.
Annexure A describes various modalities which are to be followed while issuing a Notice Inviting Tender and Instructions to Tenderers. The conditions from point No. 1 to point no. 18 covers all the documentary work that both the parties will have to accomplish before entering into any contract.

Annexure B speaks about offer to the contractor by a competent authority to execute the work assigned to him in a specified manner, stating therein the description of the work, cost involved and impositions for defiance of any clause or clauses.

Annexure C deals with the Conditions of the Contract and meaning and interpretation of various specific terms that are to be used in the contract agreement so that there remains no ambiguity about the sense, these specific terms carry.

Clause 1 of the Contract describes about the Performance Guarantee and Security, the contractor will have to give with respect to the work assigned to him to execute. The clause further speaks about the refund of the amount of the bank guarantee and cash security at different intervals after the completion of the work.

Clause 2 deals with the completion of the percentage of the work within the specified percent of contractual time. In case of any lapse on the part of the contractor, the Clause clarifies about the amount of the compensation for delay.

The next clause explains about the levy of compensation for breach of contract on the part of the contractor. The clause further empowers the government authorities to be at liberty to get executed the balance work as it deems fit.

Clause 4 states about the powers of the Engineer-in-Charge to dispose off the belongings of the contractor, in the manner he deems fit, in case of any breach of contract or may ask the contractor for removal of all his construction machinery, tools etc. with in a specified period, failing which the Engineer-in-Change reserves the right to remove the same at the cost of the contractor.

Clause 5 of the contract defines the ways the contractor shall have to apply for extension in completion time due to unavoidable hindrance, in writing in a specified manner and to the right authority failing which, the fate of the contract shall be liable to be determined in view of the other relevant clauses.
Clause 6 illustrates the issuance of the completion certificate by the competent authority on the satisfactory execution of the work and in case of unfurnished work, the clause tells about the issuance of provisional certificate and also speaks about the removal of the temporary structures by the contractor itself or by the competent officer and the means of charging costs thereof.

The next clause 6A acquaints with the requirements of handing over the possession of the executed work after removing temporary structures and various registers maintained to monitor the construction work.

Clause 7 tells about considering the interim payment as an advance and not a payment for the work completed. The clause also speaks about the mode of receiving monthly payment of the proportionately bigger work and procedure for submission of final bills.

The next Clause No.8 describes about the mode of submission of bill accompanied by requisite documents for monthly payment and the consequential effects for non-submission of bills as per norms of the contract.

Clause 9 shows the methods of submitting the bills for payment and presenting a return showing details of any additional work not covered by the contract, including demands and costs thereof.

Clause 10 explains about the supply of materials from the stores by the government to the contractor from time to time during the process of execution of work. The clause further speaks about manner of handing over the stores/materials on the completion of the work.

Clause 10 A narrates about the entitlement of the contractor to receive as an advance payment namely Secured Advance, the amount equivalent to 75% of the cost of the material, during the execution of the work, on signing an indenture.

Clause 10 B speaks about the entitlement of the contractor to receive a Mobilization Advance on annual interest basis after fulfilling a number of conditions.

Clause 11 mentions the requirements on the part of the contractor to execute the work in accordance with the specifications drawing order etc. The clause further speaks
about the standardized methods of quality control and provision of setting up of quality control testing mechanism on the part of the contractor.

The next clause No. 11 A describes about the authority of the Government Officer to put check on the deployment of incompetent workers on the site by the contractor, their removal and re-instatement without assigning the reasons for such dislikes. The next clause states about the intervening powers of the government officer with regard to the alternation in specification, designs and other characteristics of work in progress, impact of the additions on the main contract and implementation conditions, the additional time allocation for the additional work and the rates thereof.

Clause 13 expresses the powers of the government to halt the work at any time and paying no compensation for alteration or restriction in works.

Clause 14 deals with the powers of the competent authority to take action against the work executed in imperfect manner by the contractor and the compensation for the faulty materials used by the contractor at the rates as fixed by the authority.

Clause 15 describes the inspection powers of the government authority to inspect the work site during a specified working hours or otherwise, with written prior notice given to the contractor or his subordinates.

Clause 16 denotes about the rules under which the contractor shall have not to cover up any work thus making out of measurement reach by the competent authority without giving prior notice to this effect and in case of defiance, the work will be uncovered at the expenses of the contractor.

Clause 17 states about the responsibility of the contractor not to cause any damage to the work executed even after the issuance of completion certificate within a period of three months. In case of any mutilation on the part of the contractor, the same shall be liable to be made correct at his expenses.

Clause 18 depicts about the materials, in additions to be supplied by the government, to be arranged by the contractor to assist in the execution of the work and deployment of personnel to assist in the inspection or examination of the work from time to time by the government, and also to arrange for general public safety measures.

Clause 19 speaks about the rules that the contractor shall have to abide by so far as the protection of labour working on the site under various labour friendly laws, acts are concerned as well as the provision of sanitary, health and temporary habitation of the labour engaged in execution of work.
Clause 20 states about the provisions on the part of the contractor to pay to the workman in case of any causality in execution of work, under the compensation act and the government’s authority to charge such amounts from the accounts of the contractor.

The next clause No. 21 describes about banning the contractor from subletting his contract without prior approval and the provision of termination of contract in case of adoption of unfair means by the contractor to influence the persons involved in the contract.

Clause 22 explains about terming the compensation as reasonable without reference to actual loss or damage.

Clause 22 A tells about the powers of the government to recover from the contractor any excess paid amount on account of the prevalent contract.

Clause 23 of the contract deals with the prior approval of the government for shifting from partnership firm to an individual and vice-versa by the contractor and in case of defiance, the consequential application of clause 21 on such shift.

Clause 24 states about the binding on the part of the contractor to execute all the work under the directions of the Superintending Engineer.

Clause 25 A explains about the extra ordinary claims by the contractor where work has been necessitated to complete before the given period or have been halted without any fault on the part of the contractor.

Clause 25 narrates an elaborated package of rules to be abide by the parties so far as the disputes and arbitration, arising during the course of contract and executing the work assigned to the contractor is concerned.

Clause 26 speaks about the safeguarding various types of supplies by the government to the contractor and the ways and means the materials is to be stored and in case of any embezzlement, the recovery of loss from the contractor.

Clause 27 speaks about payment criteria in the form of lump sum in case the items used in the execution of work are not priced clearly.

Clause 28 mentions about the specification of the work to be executed. The clause further specifies rules with regard to concrete works and maintaining modesty of the surroundings of the site and maintaining coordination with other agencies dealing in other works on the same site.
Clause 29 of the contract frames rules to comply with on the part of the contractor with regard to the government taxation system, national, local or otherwise and emergent payments to the labour.

Clause 30 of the contract describes about the adjustment of price fluctuations in labour and material to the contractor, on a prescribed formula.

Clause 31 (a) states about the deployment of technical staff by the contractor on the site during the execution of work with their displayed identities. In case of failure, the consequences thereof.

Sector 31(b) mentions for appointment of consultants by the Contractor on the site to have a quality control checks on the work being executed and prepare and submit the report of the same to the government at specified intervals. In case of non compliance, the powers of the government to impose its own quality control mechanism at the cost of the contractor.

Clauses 31(c), relates to performance test on the part of the contractor before assigning the final produce to the government.

Clause 32 tells about the non claim of loss to come up structure on the site on account of natural catastrophe by the contractor.

Clause 33 speaks about the legal remedial stations in case of any dispute between the parties.

And Clause 34 describes about the acknowledgement on the part of the contractor to have full knowledge and contents of the agreement entered into by him with the government.

The clauses are followed by a number of annexures.