



EAST DELHI MUNICIPAL CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER (PR)-I
SHAHDARA SOUTH ZONE
E-1/12, Krishna Nagar, Delhi - 110051



NIT No. EE(Pr)-I/Sh.S/TC/2017-18/2

Dated 31.05.17

NOTICE INVITING TENDER

Last Date of Download of tender Document	15.06.17 at 3.00PM
Last Date of Bid Preparation and Hash Submission	15.06.17 at 3.30PM
Last Date of Close for Bid	15.06.17 at 3.00PM to 6.00PM
Last Date of Re-encryption of Online Bid	15.06.17 at 6.00PM to 19.06.17 at 3.00PM
Last Date for Submission of Technical Bid & Finance Bid	19.06.17 at 3.00PM
Opening of Technical Bid	19.06.17 at 3.10PM
Opening of Finance Bid (Tentative)	21.06.17 at 3.00PM

The Executive Engineer (Pr)- I Sh (S) on behalf of Commissioner EDMC invites online item rate tenders on two bid system for the following work from the manufacturers/ suppliers / distributors of Gym Equipments of the approved brands mentioned in the tender documents, fulfilling the eligibility criteria:

Name of Work: Construction of Gym / Fitness Centre at Community Hall Karkardooma in Ward No. 225 AC-59, Shahdara South Zone.

Sub Head: Providing and Installation of Gym Equipments.

Estimated Amount	Earnest Money	Tender Fee	Time of Completion	Head Account	Tender No.
Rs 15,74,880/-	Rs 30,000/-	Rs. 500/-	1 Months	XL-VIII-V	285249

The initial eligibility conditions/ criteria for works are as under:

1. The bidder should be supplier, manufacturers & distributor of the Gym Equipments of the approved brands mentioned in tender documents.
2. The bidder should have completed at least one or more work with total cost of Rs. 30.00 lacs or more in the last 7 (Seven) years ending last day of the month previous to the one in which the tenders are invited, in Central Govt./State Govt./PSU/local body or autonomous body.

3. The bidder should have an Annual Turnover of at least Rs. 50.00 Lacs during last three financial years ending 31st March of the preceding financial year (A certificate from Chartered Accountant should be attached).
4. The scan copy of documentary proof for eligibility criteria along with demand draft/ pay order for the earnest money and tender fee (non refundable) must be uploaded on e-tendering. The demand draft / pay order of schedule bank in the favour of Commissioner, EDMC with be submitted in the physical form in the office of EE(Pr)-I Shah. South, E-1/12, Krishna Nagar, Delhi-110051 on or before on the last date of submission of bid documents.
5. Evaluation criteria : - The bidders should fulfill the minimum eligibility criteria.

The tenderers shall be required to submit the online bids in two envelopes: -

Envelope No. 1- Documents related to eligibility criteria along with tender Fee (non-refundable) & Earnest Money. (All related document required in Envelope No. 1 to be uploaded in single file in pdf format).

Envelope No. 2- Financial bid (All related document required in Envelope No. 1 to be uploaded in single file in pdf format)

The envelope No. 1 of all tenderers shall be opened first. Financial bid (Envelope No.2) of qualified tenderers shall then be opened at notified time, date & place in the presence of tenderer or their representatives. The bidding document may be downloaded from the Websites <http://www.mcdetenders.com>.

The tender fees (non refundable) and Bid Earnest Money can be submitted in the form of Bank Draft / Pay order of a scheduled Bank in favor of Commissioner, EDMC in the physical form in the office of EE(Pr)-I Shah. South, E-1/12, Krishna Nagar, Delhi-110051 on or before on the last date of submission of bid documents.

Tender who has downloaded the tender from the websites <http://www.mcdetenders.com> shall not tamper/ modify the tender form including downloaded price bid template in any manner. In case of if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with EDMC.

Intending tenderers are advised to visit again MCD websites <http://www.mcdetenders.com> .at least 3 days prior to closing date of submission of tender for any corrigendum/ addendum/ amendment.

The bidder may inspect the site on any working day and may contact for any query or technical clarification to Executive Engineer (Pr)-I Shah. South.

Executive Engineer (Pr)-I
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Shabdara South M.C.D.
E-1/12, Krishna Nagar,
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BID DOCUMENT

E-Bidding Document

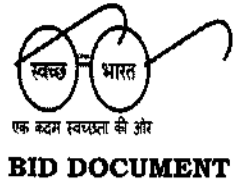
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Karkardooma in Ward No. 225 AC-59, Shahdara South Zone.**
Sub Head: Providing and Installation of Gym Equipments.

NIT No. EE(Pr)-I/Sh.S/TC/2017-18/

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5. Evaluation criteria : - The bidders should fulfill the minimum eligibility criteria.

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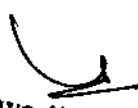
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General Instruction and Information to bidders

1. The estimated cost of work given is merely a rough guide and particulars are provisional.
2. Agreement shall be drawn with the successful tenderer on prescribed Form No. A-33, A-34 which is available as EDMC Publication. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
3. The time allowed for carrying out the work will be calculated from the 10th day after the date of written order to commence the work or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for work is available.
5. Tender documents consisting of specifications, schedule of quantities of various type of Gym Equipments to be provided and installed and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen on the EDMC websites <http://www.mcdetenders.com>.
6. The tender must produce an Income Tax Clearance 'Certificate in the revised form as modified under Ministry of Finance a.m. No. 67/30/69/ITA dated 2.7.1970 as amended from time to time before tenders papers can be sold to him.

In case Contractor is registered in state other than Delhi for VAT, the Contractor shall have to get the firm registered under DVAT, before any payment is released.

7. The tenderers shall be required to submit the online bids in two envelopes: -
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8. Tender shall be accompanied by Tender Fee (Non-Refundable) & Earnest Money in Demand Draft/ Pay Order of a Schedule Bank issued in favour of Commissioner, EDMC.
9. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bided amount within the period specified in Schedule E. This guarantee shall be in the form of cash (in case guarantee amount is less than **Rs. 500/-**) or Demand Draft of any scheduled bank/Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.



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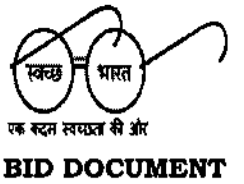
BID DOCUMENT

- The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.
10. The bid submitted shall become invalid if,
 - (i) The bidders are found ineligible.
 - (ii) The bidders do not submit all the documents (VAT registration/Sales Tax registration) as stipulated in the bid document.
 - (iii) The bidder does not deposit physical EMD, tender cost & certified copy of certificate of work experience and other documents at the time on or before on the last date of submission of online bid documents.
 11. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids.
 12. The competent authority on behalf of the EDMC does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
 13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
 14. The competent authority on behalf of EDMC reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
 15. The contractor shall not be permitted to bid for works in the EDMC if his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Chief Engineer and Junior Engineer.
 16. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administration duties in an Engineering Department of Government of India/EDMC is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India/EDMC in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India/EDMC as aforesaid before submission of the bid or engagement in the contractor's service.
 17. The bid for the works shall remain open for acceptance for a period of **05months** from the date of opening of bids If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the EDMC shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-tendering process of the work.
 18. The notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract agreement consisting of:-
 - a) The Notice Inviting Bid, all the contract documents including additional conditions, Clauses of Contract, EDMC safety code, specifications and drawings etc, if any, forming part of the bid as uploaded at the time of invitation of bid



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- and the rate quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- b) Standard E.D.M.C. Form A33/A34 or other Standard E.D.M.C. Form as applicable.
19. The contractor must ensure to quote rate of each item. If the contractor does not quote the rate of any item then his bid shall be summarily rejected.
20. At any time prior to the deadline for submission of bids, modify the Bidding Documents by issuing suitable amendment(s) to it for any reason deemed fit.
21. Such an amendment to the Bidding documents will be uploaded on EDMC website <http://www.mcdetenders.com> .
22. Prospective Bidders are advised in their own interest to visit above mentioned website for any amendment etc. before submitting their Bids.
23. After sales service network in India, by manufacturers/ suppliers / distributors to satisfactorily cater services for EDMC. The Bidders will give complete addresses of after sales service centers in India along with technical manpower available.

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Shahdara South Zone
Executive Engineer (Project)
Shahdara South M.C.D
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SPECIAL CONDITIONS FOR PROVIDING AND INSTALLATION OF GYM EQUIPMENTS

- 1 The contractor shall provide comprehensive warranty for a period of 1 year or for a period the warranty given by the manufacture whichever is more, for all the Gym Equipments.
- 2 The sample of all the items shall have to be got approved by the Contractor/agency from the Engineer-in-charge before commencement of work.
- 3 The Engineer-in-charge shall be at liberty to verify the respective items of schedule of quantity. The expenditure required is to be incurred by the Contractor/agency for verification etc. In case any equipment fails in testing the contractor shall be bound to replace it with fresh material of prescribed specifications and the rejected lot shall be returned to the contractor only after fresh lot is supplied satisfactorily.
- 4 Rejected materials shall have to be removed by the contractor at his own cost immediately of the instructions of doing so by the Engineer In charge.
- 5 In case of any dispute regarding rejection of quality of materials the decision of the Engineer-in-charge shall be final and binding upon the contractor.
- 6 Necessary recoveries such income Tax, Vat , Labour cess etc. shall have to paid by the contractor himself and the rates quoted by him shall include these duties and nothing extra on, this account shall be payable.
- 7 The contractor shall produce the bill, invoice and guarantee card for the Gym Equipment supplied by him.
- 8 The rate must be inclusive all taxes, transportation, installation at site conduct trials and training etc. Nothing extra will be paid on this account.
- 9 The additional feature or advance specification for the equipments may also be accepted but nothing extra will be paid on this account.
- 10 Liquidated Damages. In the event of the agency failure to submit the bonds guarantees and documents, supply the stores/goods and conduct trials, installation of equipments, training, etc as specified in this contract, the buyer may, at his discretion, withhold any payment un till the completion of the contract. The owner may also deduct from AGENCY as agreed, liquidated damages to the sum of 1.0% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of part of week, subject to maximum value of the liquidated damages being not higher than 10% of the total contract value.
- 11 All repairs/replacements must be done within 7(seven) days from the date of complaint otherwise a penalty @0.5% of the cost of equipment per day will be imposed after expiry of seven days.
- 12 In case there is any discrepancy between English Version and corresponding Hindi version, if provided, then the provisions in English Version will prevail.
- 13 Wherever any reference to any Indian Standard Specifications occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
- 14 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site.
- 15 Unless otherwise specifically provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra quoted rates in agreement shall be payable to him on this account.




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- 16 Other agencies doing works related with this project will also simultaneously execute the work and the contractor shall afford necessary facilities for the same. The contractor shall extend necessary co-operation to other such agencies without any claim on this account.
- 17 No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 18 The contractor shall give a performance test of the entire installation(s), as per standing specifications, before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
- 19 Any damage to work resulting from weathering conditions, defacing or from any other cause such as negligent act on the part of contractor, until the work is taken over by the Department after completion of work, shall be made good by the contractor at his own cost.

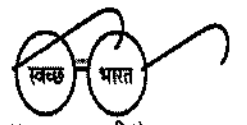

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BID DOCUMENT

LIST OF APPROVED BRANDS OF GYM EQUIPMENTS

S. No.	Equipments	Make/ Brand
1	Treadmill	1. BH FITNESS 2. BODY SOLID 3. TRUE 4. STEELFLEX 5. JOHNSON 6. VISION 7. SCHWIN
2	Cross Trainer	1. BH FITNESS 2. BODY SOLID 3. TRUE 4. STEELFLEX 5. JOHNSON 6. VISION 7. SCHWIN
3	Spin Bike	1. BH FITNESS 2. BODY SOLID 3. TRUE 4. STEELFLEX 5. JOHNSON 6. VISION 7. SCHWIN
4	Multigym	1. BH FITNESS 2. BODY SOLID 3. TRUE 4. STEELFLEX 5. JOHNSON 6. VISION 7. SCHWIN
5	Adjustable Flat/ Incline/ Decline Bench	1. BH FITNESS 2. BODY SOLID 3. TRUE 4. STEELFLEX 5. JOHNSON 6. VISION 7. SCHWIN
6	Abdominal Bench	1. BH FITNESS 2. BODY SOLID 3. TRUE 4. STEELFLEX 5. JOHNSON 6. VISION 7. SCHWIN
7	Double Twister	As per direction Engineer-in-Charge
8	Venyl Dumbbell	As per direction Engineer-in-Charge



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9	Yoga Mat	As per direction Engineer-in-Charge
10	Gymball	As per direction Engineer-in-Charge
11	Skipping Rope	As per direction Engineer-in-Charge
12	Latex Tubes	As per direction Engineer-in-Charge

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TECHNICAL SPECIFICATION OF GYM EQUIPMENTS

S. No	Item	Technical Specification
1	Treadmill	HEAVY DUTY(Professional) . Display Type : LED Display . Drive System : AC . Display Feedback : Time, Distance, Speed, Incline, Calories, Pulse, Pace, Level . No of Programs : Minimum 10 . Speed Range : Minimum 0.8~20 KPH or higher . Incline Range : Minimum 0%~15% or above . Motor Power : AC, Minimum 3.50 HP continuous industrial grade. . Running Area : AC, Width 22" or more length 60" or more. . Dimensions (L×W×H) : Minimum 78.50"× 32"×57" . Max. User Weight : Minimum 180 kg . Product Weight : Minimum 155 kg . Running Belt : Extra smooth, cushioned lubricant or non lubricant provision made of nylon coated PVC. . Safety Key : Safety Key Stop System. . Frame : Made of Iron with powder or richer coating.
2	Cross Trainer	HEAVY DUTY(Professional) . Display Type : LED . Display Feedback : Time /Distance / Speed /Heart Rate / Work Level / Watt /Mets /Calories . No of Programs : Minimum 8 or more . Floor Space : Minimum 85 " x 25 " . Resistance Levels : Minimum 16, steel frame easy to move. . Power Requirement : Self-generating . Max. User Weight : 180Kg or more . Stride Length : Minimum 19" . Easy rear and front drive to avoid any injury to the joints and keeping the correct bio mechanical aspects of movement. . Frame : Made of Iron with powder or richer coating.
3	Spin Bike	. Mainframe : 11 Gauge Oval Tubing . Flywheel : Minimum 18kg one piece steel flywheel . Transmission System : Durable grooved V-belt transmission system . Resistance & Break System : Unlimited level resistance adjustment. . Crank : 3 pieces professional cranks. . Seat Pad : Professional pressure-relieving hollow seat pad. . Max. User Weight : Minimum 150kg . Machine Weight : Minimum 50kg . Dimensions(L×W×H) : Minimum 104×55×115CM . Frame : Made of Iron with powder or richer coating.



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4	Multi Gym	<p>Commercial Graded</p> <ul style="list-style-type: none"> . Mainframe : Minimum 2" x 4" ,11-gauge , electrostatically powder coat finish. . Cable Weight Loading Capacity : Minimum 2,200 lb steel aircraft cables . Pully Size : 4" pulleys Made of fiberglass reinforced nylon with precision machined steel ball bearings. . Selectorized weight stacks: Minimum 2 Weight Stack each of 90 kg Minimum. . Minimum User : 3 Person High-density, top grade pads Includes Leg Press / Calf Press station with 2:1 ratio for maximum resistance of 200 kg Telescoping, chrome plated, gas-assist adjustable seat posts for quick, smooth adjustment and proper body positioning. . Exercise: Horizontal Grip Chest Press, Incline Press, Pectoral Fly, Standing Shoulder Press, Upright Row, Front Deltoid Raise, Lat Pull Down, Back Hyperextension, Chest Supported Mid Row. . DIMENSION: Minimum 85"L x 75"W x 80"H or more . Frame : Made of Iron with powder or richer coating.
5	Adjustable Flat/ Incline/ Decline Bench	<p>Flat/Incline/Decline Adjustable User Capacity: 180 Kg Minimum back pad adjustment Adjustable seat pad allows all size users to do bent knee sit-ups and ab crunches with proper lower back support and hip alignment Thick, rich, Superiour upholstery Includes wheels for easy mobility Dimension : Minimum 56" x 26" x 20" or more</p> <ul style="list-style-type: none"> . Frame : Made of Iron with powder or richer coating.
6	Abdominal Bench	<p>6 adjustment levels from 0 to 45 degrees. 40" x 12" Superiour back pad. Nylon transport wheels for easy mobility and storage. Oversize 8" Foam Rollers for comfort and stability. Dimensions: Minimum 46"H x 24"L x 36"W Machine Weight : 17 Kg Minimum</p> <ul style="list-style-type: none"> . Frame : Made of Iron with powder or richer coating.
7	Double Twister	<p>With Standing & Sitting Position Heavy Duty Commercial</p> <ul style="list-style-type: none"> . Frame : Made of Iron with powder or richer coating.
8	Venyl Dumbbell	<p>Venyl Coated Dumbbells (1 , 2 , 3 , 5 , 7.5 , 10 kg - 1 Set) Made of iron with venyl coating.</p>
9	Yoga Mat	<p>Minimum Size :2 ft x 5 Ft</p>
10	Gym Ball	<p>65 MM,75 MM,85 MM- each 1 Made of PVC/ rubber</p>
11	Skipping Rope	<p>PVC JUMP ROPE Made of Rubber or Plastic</p>
12	Latex Tubes	<p>Thickness : 60 Cm Tube made of latex.</p>

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PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities Page __ to __

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sl. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
NIL				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charges per day	Place of issue
1	2	3	4
NIL			

SCHEDULE 'D'

Extra schedule for specific requirements / document for the work, if any. **NIL**

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of work : - Const. of Gym/ Fitness Centre at Community Hall Karkardooma in Ward No. 225 AC-59, Shahdara South Zone.	
Sub Head : Providing and Installation of Gym Equipments	
Estimated Cost of the work	Rs 15,74,880/-
Earnest money	Rs. 30,000/- (The earnest money shall be refunded after receiving the performance guarantee or shall be considered a part of performance guarantee on the request of the bidder)
Performance Guarantee	5% of the tendered value of the work to be deposited within 10 Days of issue of work order. (50% performance guarantee shall be refunded after completion of work and 50% of the performance guarantee shall be retained for the security deposit)
Security Deposit	5% of tendered value plus 50% of performance guarantee.



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SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Office inviting tender

**Executive Engineer (Pr)-I Shah. South
EDMC,**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2& 12.3: **100%**

Definitions:

- 2(v) Engineer-in-Charge : **Executive Engineer (Pr)-I Shah. South Division EDMC, Delhi.**
- 2(viii) Accepting Authority : **As per delegation of power.**
- 2(xi) Standard Schedule of Rates : **Market Rates.**
- 2(xii) Department : **Civil Engineering Department**
- 9(ii) Modified CPWD contract Form corrected upto CPWD form 7/8 as modified & applicable last date of issue/ download tender document

Clause 1

- (i) Time allowed for submission of Performance Guarantee, from the date of issue of letter of acceptance : **10 days**
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided **5days** in (i) above.

Clause 2

Authority for fixing compensation under clause 2: **As per delegation of power.**

Clause 2A

Whether Clause 2A shall be applicable : **No**

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start : **10th Days from the date of letter of acceptance or first date of handing over of site, whichever is later.**

Time allowed for execution of work : One Month

Authority to decide:

- (i) **Extension of time As per rule and guidelines of EDMC.**

Clause 6, 6 A Clause applicable -(6 or 6A)	Clause-6
Clause 7 Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	Rs.10.00 Lacs only



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Clause 10 C Component of labour expressed as percent of value of work	Deleted
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CLAUSE 10CA

Deleted

CLAUSE 10CC

Deleted

Clause 11

Specification to be followed for execution of work: As per approved specifications mentioned in tender documents.

Clause 12

Type of work	Original
--------------	----------

12.2 & 12.3

Deviation Limit beyond which clauses (12.2) & (12.3) shall apply for building work

N/A

12.5

(i) Deviation Limit beyond which clauses (12.2) & (12.3) shall apply for foundation work (except earth work)

N/A

(ii) Deviation Limit for items in earth work subhead of DSR or related itmes

N/A

Clause 16

Competent Authority for deciding reduced rates: **As per EDMC rules & Guidelines**

Clause 18

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

As per requirement and direction of Engineer- in-Charges

Clause 25

Not Applicable

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 Executive Engineer (Pr)-I
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Form of Performance guarantee / Bank guarantee bond

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

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



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6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We,.....(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EDMC in writing.
8. This guarantee shall be valid up tounless extended on demand by the EDMC.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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



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CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

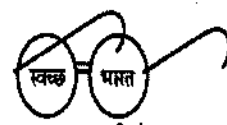
- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 500/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the EDMC as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the EDMC to make good the deficit.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. **However, in case of contracts involving maintenance of building and services/ other work after construction of same building and services/ other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.**
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the EDMC is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:-
- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay EDMC any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.



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- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the EDMC.

CLAUSE 1 A

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit EDMC at the time of making any payment to him for work done under the contract to deduct a sum at the rate of **2.5%** of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by EDMC by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the EDMC as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the EDMC to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by EDMC on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Commissioner EDMC, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule



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No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A.

CLAUSE 2

Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the EDMC on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

- (i) Compensation for delay of work : 1.5 % per month of delay to be computed on per day basis. Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the EDMC. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 3

When Contract can be Determined

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



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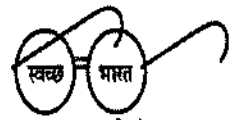


- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for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



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- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the EDMC shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the EDMC.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits.

- a) If the Tendered value of work is up to Rs. 45 Lac:
15 days.
- b) If the Tendered value of work is more than 45 and up to Rs. 2.5 Crore:
21 days.
- c) If the Tendered value of work exceeds Rs. 2.5 Crore: 30 days.

If PG is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on PG amount to the contractor from the date of expiry of prescribed time limit.

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of tendered amount subject to maximum limit of Rs. 10 Lacs.



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CLAUSE 4

Contractor liable to pay Compensation even if action not taken under Clause 3

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, EDMC shall without prejudice to any other right or remedy available in law, be at liberty to forfeit performance guarantee absolutely.

- 5.1 **The Contractor shall submit a Programme Chart (Time and Progress) for each mile stone alongwith performance guarantee** and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones



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given in Schedule F'.

- a) Project Management shall be done by using project management software for works costing more than Rs.5 Crore.
- b) The Project management shall be done using M.S.Project software for works costing more than Rs.5 Crore and up to Rs.10 Crore.
For works costing more than Rs.10 Crore, project management shall be done using Primavera Software.

5.2 If the work(s) be delayed by:-

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of EDMC to supply or
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by EDMC or any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control. then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

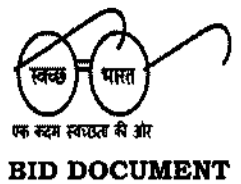
5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within Oneteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/ rescheduling of the milestones by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.



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CLAUSE 6A

Computerized Measurement Book

Engineer-in-Charge shall, except as otherwise provided a certain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorised representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the



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procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7

Payment on Intermediate Certificate to be Regarded as Advances

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit



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the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In case of works outside the headquarters of the Engineer-in-charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the Contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

CLAUSE 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

