



**NORTH DELHI MUNICIPAL CORPORATION  
ENGINEERING DEPARTMENT**

**TENDER DOCUMENT**

**FOR**

**Name of work :- Providing Consultancy Service for Investigation and Design of  
Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.**

Issued to: - M/s. \_\_\_\_\_  
\_\_\_\_\_

**EE(SLF) Bhalswa**



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**NORTH DELHI MUNICIPAL CORPORATION  
OFFICE OF THE EXECUTIVE ENGINEER (SLF)  
M.C. PRY. SCHOOL BEHIND HANUMAN MANDIR  
YAMUNA BAZAR , DELHI-110006**

**No. EE (SLF)/TC/B/2018-19/01**

**Dated 17.04.2018**

**INVITATION FOR BID**

The Executive Engineer (SLF) on behalf of Commissioner, North DMC invites tenders for the below mentioned work on Item rate (Lump Sum) basis manually from reputed agencies eligible as per eligible criteria of tender document in two bid system (1. Technical Bid and 2. Financial Bid).

Name of work: Providing consultancy service for investigation and design of Bhalswa Landfill Rehabilitation project at SLF Bhalswa.		
Tender Amount		@ Item Rate
1	Last date of Purchase of Tender Document	07.05.2018 upto 14.00 HRS
2	Last date of issue of tender document	08.05.2018 upto 17.00 HRS
3	Pre-bid meeting	11.05.2018 at 14.00 HRS
4	Date of Submission of tender	15.05.2018 upto 15.00 HRS
5	Date of opening of technical bid	15.05.2018 at 15.30 HRS
6	Date of opening of financial bid	To be informed to responsive bidders

Head of account for the above said work is XL-III-D-IV (Capital), Tender Cost is Rs.2,000/- & Earnest Money is Rs.4,83,050/- in the form of Demand Draft issued in favour of Commissioner NORTH, DMC payable at Delhi along with tender document. The time of completion is 5 months and Rate hold goods for 6 months.

Details/conditions can be seen from the web site <http://mcdonline.gov.in> or from the office of undersigned.

Sd/-  
Executive Engineer (SLF)



**NORTH DELHI MUNICIPAL CORPORATION**  
**OFFICE OF THE EXECUTIVE ENGINEER (SLF)**  
**M.C. PRY. SCHOOL BEHIND HANUMAN MANDIR**  
**YAMUNA BAZAR , DELHI-110006**

No. ....

Date:

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BID DOCUMENTS FOR: Providing consultancy service for investigation and design of Bhalswa Landfill Rehabilitation project at SLF Bhalswa.**

Dear Sir (s),

1. Bid documents (as per the index on page 1) along with a set of listed drawings for the above-mentioned work are forwarded herewith. The completed bid will be received in the office of Superintending Engineer (DEMS), 10<sup>th</sup> Floor, Dr. S.P.M. Civic Centre, Minto Road Delhi-110002, up to 1500 hrs on 15.05.2018 and shall be opened on the same day at 15.30 hrs in the presence of bidders, who choose to be present.
2. You are required to submit, along with bid an Earnest Money with tender cost, if downloaded, failing which your bid will be treated as non-bonafide and will be summarily rejected.
3. Bid documents forwarded are complete in all respects. Should any bidder need any clarifications on bid documents, they may seek such clarifications from this office on any working day at 10am to 4pm, before pre-bid meeting. Queries received after pre-bid meeting shall not be entertained.
4. The North DMC reserves the right to accept or reject any Bid including the lowest and to annul the Bidding process and reject all Bids, at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the Employer's action.
5. Bidder has to certify that he is not blacklisted/debarred by any Govt. Department as on date.

Yours faithfully,

Executive Engineer (SLF)  
FOR ACCEPTING OFFICER

Encl.: Bid Documents including Drawings

Signature of the Contractor

Dated



## INSTRUCTIONS TO CONSULTANT

### **Name of work :- Providing Consultancy Service for Investigation and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.**

The consultant submitting the bid should read the scope of work, additional conditions, particular specifications and other terms and conditions given in the NIT and drawings. The bidder should also read the General Conditions of Contract for MCD Works with upto date correction slip which is available at <http://mcdonline.gov.in> or in the office of **Executive Engineer (SLF) Bhalswa**. However, provisions included in the bid document shall prevail over the provisions contained in the standard form. The site layout plan of SLF shall be available with the Executive Engineer, (SLF) Bhalswa and can be seen during working hours. The consultant should visit the site of work (tentative total area of closure is 40 acres). The following conditions which already form part of the bid conditions are specially brought to his notice for compliance while filling the bid. They are requested to comply following instructions.

### **Pre-bid Meeting**

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The tenderers may submit their queries on the tender document if any by 10.05.2018 up to 17:00 Hrs. by e-mail or by post. Only the queries submitted by the tenderers, who have either purchased or downloaded the tender document up to the due date of submission of queries, would be combined and discussed in the pre bid meeting. The pre bid meeting with all the prospective bidders would be held at the office of Chief Engineer-I, North Delhi Municipal Corporation, 10<sup>th</sup> Floor, Dr. S.P.M. Civic Centre, J.L.N. Marg, New Delhi - 110002 on 11.05.2018 at 14:00 Hrs. Minutes of meeting, including questions raised and responses given, will be uploaded on <http://mcdonline.gov.in>. Any modification to tender document, which may become necessary as a result of pre-bid meeting, shall be made by NORTH, DMC through issuance of an amendment/ corrigendum.

**NORTH, DMC may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on NORTH DMC websites at least 2 days in advance of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website <http://mcdonline.gov.in> and ensure that such addendum(s)/ corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/ corrigendum(s) (if any) shall also be submitted, duly stamped and signed along with the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) shall be summarily rejected.**

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

- A To submit Technical proposal in sealed cover in respect of the above work on prescribed format. You may be called for presentation if necessary, before your financial bid is accepted. The technical bid and financial bid will be submitted manually in a separate envelope and both the envelopes put in a single sealed envelop.
- B Bids with any condition including that of conditional rebates shall be rejected forthwith. Rates of such bids shall neither be read out nor entered in bid opening register at the time of opening of bids.
- C GST, Service Tax, Excise Duty, Work Contract Tax, and Labour Cess etc. as applicable shall be borne by the consultant himself. The consultant shall quote his rates considering all such taxes. If any subsequent change in the rate of GST/Service Tax that will be reimbursed / recovered on production of proof of payment.

EE (SLF) Bhalswa



**Criteria of eligibility for issue of tender documents.**

**Name of work :- Providing Consultancy Service for Investigation and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.**

1.1 The estimated cost put to tender for complete Job @ Item Rate. However, this estimate is given merely as a rough guide.

1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works as defined here under and of magnitude specified below:-

1.2.0 **DEFINITION OF SIMILAR WORK:-**

**Similar nature work means experience in “Comprehensive consultancy work for Analysis and Design in one or more project which have been completed and also implemented”.**

1.2.1 The consultant who fulfill following requirement shall be eligible to apply.  
**(Joint ventures are acceptable)**

1.2.2 The consultant should have experience of having successfully completed consultancy/EPC works during the last ten years ending previous day of last date of submission of tenders.

Three similar completed consultancy/EPC works costing *not less than Rs.101.50 Lakh/ Rs.3220.00 Lakh respectively.*

**OR**

Two similar completed consultancy/EPC works costing *not less than Rs.152.00 Lakh/ Rs.4830.00 Lakh respectively.*

**OR**

One similar completed consultancy/EPC works costing *not less than Rs.203.00 Lakh/ Rs.6440.00 Lakh*

1.2.3 The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of submission of bid.

1.2.4 Should have had average annual financial turnover of **Rs.127.00 lakh** on similar works during the last three years ending **March 2017** (Copy of Certificate from CA to be attached with Technical Bid).

1.2.5 Should have a solvency of **Rs.101.50 lakh** (Copy of solvency certificate to be attached with Technical Bid).

1.2.6 **To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-**

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another consultant on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in North Delhi Municipal Corporation, in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit.



**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR TENDERING FORMING PART OF BID DOCUMENT:-**

The Executive Engineer, (SLF) Bhalswa on behalf of the Commissioner North Delhi Municipal Corporation invites manual item rate composite bids from the eligible consultants in two bid system for the following work:-

S. No.	NIT No.	Name of work & Location	Estimated cost	Earnest Money	Period of completion	Last date & time of submission of eligibility & financial bids	Period during which EMD, Cost of Bid document, and other documents shall be submitted with Technical Bid	Time & date opening of financial bid
1	2	3	4	5	6	7	8	9
1	No. EE (SLF)/TC/B/2018-19/01 dated 17.4.18	Providing Consultancy Service for Investigation and Design of Bhalswa Landfill Rehabilitation project at SLF Bhalswa.	Rs. 2,41,53,000/-	Rs.4,83,050/-	5 Months (time schedule attached with scope of work)	Dt.15.05.2018 upto 3.00 P.M.	Dt.15.05.2018 upto 3.00 P.M.	To be informed to responsive bidders

- Agreement shall be drawn with the successful bidder on prescribed Form No. CPWD 7 which is available as a Govt. of India Publication and also available on website [www.cpwd.gov.in](http://www.cpwd.gov.in). Bidders shall quote their rates as lump sum for entire consultancy work inclusive of all applicable taxes.
- The time allowed for carrying out the work will be 5 months (as per time schedule attached with the scope of work) from the date of start as defined in schedule 'F', in accordance with the phasing, if any, indicated in the bid documents.
- The site for the work is available.
- The bid document consisting of the schedule of quantities for consultancy work and the set of terms & conditions of the contract to be complied with and other necessary documents including standard General Conditions of Contract Form can be seen on website <http://mcdonline.gov.in>



6. Financial bid will be submitted alongwith Technical Bid upto last date and time of submission of bid as notified.
7. Earnest Money should be deposited in the form of Demand Draft or Pay order or Banker's Cheque drawn in favour of Commissioner North Delhi Municipal Corporation.

The bid document as uploaded can be viewed and downloaded by anyone including intending bidder. The intending bidder has to fill all the details of Demand Draft/Pay Order/Bankers Cheque (banker's name, amount, number and date) against cost of bid document and tender processing fee in bid documents.

The interested consultant who wishes to participate in the bid has also to make following payments in the form of Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank within the period of bid submission:

- (i) Cost of bid Documents for manually:- Rs.2000/- (Rs. Two thousand) drawn in favour of Commissioner North Delhi Municipal Corporation
- (ii) The required earnest money deposit amounting to Rs.4,83,050/- only (Rs. Four Lakhs eighty three thousand and fifty only)

The Demand Draft or Pay Order or Banker's Cheque against EMD, cost of Bid Documents shall be placed in single sealed envelope superscripted as "**Earnest Money and Cost of Bid Document**" with name of work, NIT no. and due date of opening of the bid also mentioned thereon.

Certificate of work experience and other documents as specified in the NIT shall be submitted alongwith the Technical Bid within the period of bid submission and certified copy of each shall be deposited in a separate envelop marked as "**Technical Bid.**"

Both the envelopes shall be placed in another envelope with due mention of Name of work, NIT No., date & time of opening of bids and to be submitted in the office of Superintending Engineer (DEMS) 10<sup>th</sup> Floor, Civic Center, Minto road, Delhi-110002 on or before date & time of submission of bid and upto 3:00 PM on dt. 15.05.2018. The **technical bid** submitted shall be opened at **3.30 P.M.** on the same day.

Financial bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and Cost of Bid Document and other documents placed in the envelope are found in order.

8. The bid submitted shall become invalid and cost of bid document shall not be refunded if,
  - (i) The bidder is found ineligible.
  - (ii) The bidder should be submitted all the documents (including GST) as stipulated in the bid document alongwith Technical Bid.
9. The copies of all the drawings and documents pertaining to the works will be open for inspection by the bidders at the office of above mentioned officer. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.





- The bidder shall be responsible for arranging and maintaining at his own cost all tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
10. The competent authority on behalf of the Commissioner North Delhi Municipal Corporation 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 bidder shall be summarily rejected.
  11. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the consultants who resort to canvassing will be liable to rejection.
  12. The competent authority on behalf of Commissioner North Delhi Municipal Corporation reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
  13. The consultant shall not be permitted to bid for works in the Circle (Division in case of consultants of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the NORTH DELHI MUNICIPAL CORPORATION any breach of this condition by the consultant would render him liable to be removed from the approved list of consultants of this Department.
  14. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the NORTH DELHI MUNICIPAL CORPORATION is allowed to work as a consultant for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the consultant 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 as aforesaid before submission of the bid or engagement in the consultant's service.
  15. The bid for the works shall remain open for acceptance for a period of six months from the date of opening of financial bid in case bids are invited on 2 bid system. 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 Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the bidding process of the work.
  16. This notice inviting bid shall form a part of the contract document. The successful bidder/consultant, 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 consisting of:-
    - a) The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
    - b) Standard C.P.W.D. Form 7.



**Special Condition:**

- (i) The consultant should have experience of having successfully completed consultancy/EPC works during the last ten years ending previous day of last date of submission of tenders.

Three similar completed consultancy/EPC works costing *not less than Rs.101.50 Lakh/ Rs.3220.00 Lakh respectively.*

**OR**

Two similar completed consultancy/EPC works costing *not less than Rs.152.00 Lakh/ Rs.4830.00 Lakh respectively.*

**OR**

One similar completed consultancy/EPC works costing *not less than Rs.203.00 Lakh/ Rs.6440.00 Lakh*

**The similar nature work means “Comprehensive consultancy work for Analysis and Design in one or more project which have been completed and also implemented”.**

- (ii) The estimated cost of the consultancy job has been worked out based on the preliminary estimate for rehabilitation of Sanitary Land Fill Bhalswa costing to Rs.80.51 Crore. In case this cost reduces the consultancy cost will be reduced proportionately. However, in case of increase in the above said cost, nothing extra shall be payable to the consultant.

- (iii) The Consultant should have conducted the following analysis and design **in one or more projects which have been implemented and are operational for at least three years.**

- (a) Designed a closure / capping system (with all infrastructure and environmental monitoring facilities) for a waste dump of height 20m or more (from adjoining ground level) which has been successfully implemented.
- (b) Conducted slope stability analysis of a waste dump of height 20m or more under all critical conditions such as heavy monsoon rains as well as under earthquake including design of a slope re-grading plan for flattening the existing slopes without compromising the stability of the dump.
- (c) Conducted leachate generation analysis as well as gas generation analysis for a MSW dump / landfill and designed a leachate control system and gas control system for the dump/ landfill.
- (d) Conducted hydraulic / hydrological analysis and designed a surface water management system for the cover of a waste / landfill.
- (e) Designed a fire control plan to extinguish smoldering fires which exist on the dump in the starting stage as well as those that may occur during waste re-gradation.
- (f) Designed an emissions control plan for odor, dust, gas, leachate, erosion etc. during execution of the project.
- (g) Designed a landfill mining facility comprising of excavation, sorting, segregation, dry / wet processing and related systems for recovering useful materials such as gravel-like and soil-like materials for landfill capping and other materials for recycling, energy recovery, building materials etc. (with all environmental control measures for control of odor, dust, gases and leachate).
- (h) The Consultant who has experience in overseeing the implementation of a project will be given preference.



- (i) Since very high emphasis is placed on aesthetics (site being adjacent to National Highway) the Consultant should associate experts having experience in landfill Architecture / landscaping on sloping ground.
- (iv) The consultant will be liable to the damage due to failure of main work due to planning / design provided by the consultant. The consultant will be liable to the loss occurred to North DMC as well as contractor of the main work.
- (v) In case of delay of work as per schedule of various subhead of work of consultancy service, levy of compensation @ 1.5% per month of delay to be computed on per day basis of the contractual amount of the consultancy work subject to maximum of 10% (ten percent) of the contractual amount of the consultancy work.

**List of documents to be submitted by the bidders alongwith Technical Bid within the period of bid submission.**

- 1) Certificates of work experience.
- 2) Certificate of Financial Turnover from CA.
- 3) Bank Solvency Certificate.
- 4) Other Document as specified in the NIT (Form A to H).
- 5) Affidavit as per clause 1.2.4 of CPWD -6.
- 6) Certificate of Registration for GST and acknowledgement of up to date filed return.

EE (SLF)



**WILLINGNESS CERTIFICATE FROM CONCERNED AUTHORITY**

Name of work :- Providing Consultancy Service for **Investigation** and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.

\* \* \*

I hereby give my willingness to work as consultant for the above-mentioned work. I will execute the work as per specifications and conditions of the agreement and as per direction of the Engineer – In – Charge.

Also I will employ full time technically qualified supervisor as required for the work. I will attend inspection of officers of the department as and when required.

Date	Signature of Main Consultant	Signature of In-house Consultant Address & Registration Detail
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**INTEGRITY PACT  
NORTH DELHI MUNICIPAL CORPORATION**

To,  
.....,  
.....,  
.....

**Name of work :- Providing Consultancy Service for Investigation and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.**

Dear Sir,  
It is here by declared that NORTH D.M.C. is committed to follow the principle of transparency, equity and competitiveness in public procurement.  
The subject Notice Inviting bid (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Commissioner, NORTH D.M.C.

Yours faithfully

Executive Engineer (SLF) Bhalswa



To,

Executive Engineer (SLF)  
MC Primary School, Behind Hanuman Mandir  
Yamuna Bazar, Delhi-110006

**Name of work :- Providing Consultancy Service for Investigation and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.**

Dear Sir,

I/We acknowledge that NORTH D.M.C. is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document. I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NORTH D.M.C. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement. I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NORTH D.M.C. shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)



## INTEGRITY AGREEMENT

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of NORTH D.M.C..**

This Integrity Agreement is made at ..... on this ..... day of .....20.....

### BETWEEN

Commissioner North Delhi Municipal Corporation represented through Executive Engineer (SLF) **M.C. PRY. SCHOOL BEHIND HANUMAN MANDIR YAMUNA BAZAR , DELHI-110006** (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### AND

M/s.....(Name and Address of the Individual/firm/Company) through ..... (Hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Consultant**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **Preamble** WHEREAS the Principal / Owner has floated the Tender (NIT No. **EE (SLF)/TC/B/2018-19/...**) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "Providing Consultancy Service for **Investigation** and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa".

**AND WHEREAS** the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Consultant(s).

**AND WHEREAS** to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

**NOW, THEREFORE**, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### **Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this



regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Consultant(s)**

- 1) It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Consultant(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful** misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

**Article 3: Consequences of Breach**



Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Consultant(s) and the Bidder/ Consultant accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the consultant shall have powers to disqualify the Bidder(s)/Consultant(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/ Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, and Security Deposit of the Bidder/Consultant.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Consultant, or of an employee or a representative or an associate of a Bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression.**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India *or abroad* that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Consultant as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Consultants/Sub consultants**

- 1) The Bidder(s)/Consultant(s) undertake(s) to demand from all sub consultants a commitment in conformity with this Integrity Pact. The Bidder/Consultant shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub consultants/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Consultants.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Consultant/Vendor **12 months after the completion of work** under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid





despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

**Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Consultant)

**WITNESSES:**

1. ....  
(signature, name and address)

2. ....  
(signature, name and address)

Place:

Dated :



## SECTION I

### INFORMATION & INSTRUCTIONS FOR BIDDERS

#### (i) GENERAL

- 1.1 Letter of transmittal and forms for deciding eligibility are given in **Section-II**
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "NIL" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.
- 1.3 The bid should be type-written. The bidder should sign each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the consultant, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.6 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the employer.
- 1.7 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in NORTH D.M.C. If such bidder happens to be enlisted consultant of any class in NORTH D.M.C., his name shall also be removed from the approved list of consultants.

#### **2.0 DEFINITIONS**

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them:
- 2.2 **EMPLOYER:** Means the Commissioner, North Delhi Municipal Corporation, acting through the Executive Engineer, (SLF) Bhalswa, MC Primary School, Behind Hanuman Mandir, Yamuna Bazar, Delhi-110006.
- 2.3 **Bidder:** Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 2.4 "Year" means "Financial Year" unless stated otherwise.



### **3.0 METHOD OF APPLICATION**

- 3.1 If the bidder is an individual, the application shall be signed by him above his full typewritten name and current address.
- 3.2 If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3 If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten name and current addresses or alternatively by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the bidder is a limited company or a corporation, 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.

### **4.0 FINAL DECISION MAKING AUTHORITY**

The employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

### **5.0 PARTICULARS PROVISIONAL**

The particulars of the work given in Section are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

### **6.0 SITE VISIT**

The bidders are advised to visit the site of work at his own cost and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

### **7.0 INITIAL CRITERIA FOR ELIGIBILITY**

- 7.1 The Bidder should have satisfactorily completed during the last ten years ending last day of the month March 2017,
- i) Three similar works of consultancy/EPC works each costing not less than Rs.101.50 lakh/Rs.3220.00 lakh or two similar works consultancy/EPC works each costing not less than Rs.152.00 lakh/Rs.4830.00 lakh or one similar work consultancy/EPC works costing not less than Rs.203.00 lakh/Rs.6440.00 lakh respectively.

### **DEFINITION OF SIMILAR WORK.**

*Similar nature work means experience in “Comprehensive consultancy work for Analysis and Design in one more project which have been completed and also implemented”.*

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids. The cost of water supply, Sanitary Installations and drainage,



in case the same is done as part of the main work, will be included for the purpose of working out the eligibility with reference to the amount of completed work.

7.2 The bidder should have had average annual financial turn over (gross) of **Rs.126.80 Lakh of** consultancy works during the immediate last three consecutive financial years. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

7.3 The bidder should not have incurred any loss in more than two years during the immediate last five consecutive financial years, duly certified by the Chartered Accountant.

7.4 The bidding capacity of the consultant should be equal to or more than the estimated cost of the work put to bid. The bidding capacity shall be worked out by the following formula.

Bidding Capacity= (A×N×2)-B

Where,

A = Maximum value of **consultancy works** executed in any one year during the last five years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of work for which Bids has been invited.

B = Value of existing commitments and on going works to be completed during the period of completion of work for which bids have been invited.

7.5 The bidder should have a solvency of **Rs.101.50 lakh** certified by his Bankers.

7.6 The bidder should have own consultancy equipments as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc., and submit the list of firms from whom he proposes to hire.

7.7 The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder should submit a list of these employees stating clearly how these would be involved in this work.

7.8 The bidder's performance for each work completed in the Last Seven Years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent and should be obtained in sealed cover.

## 8.0 EVALUATION CRITERIA

8.1 **MANDATORY CRITERIA FOR EVALUATION OF TECHNICAL BID:-** The consultant should have conducted the following analysis and design in one or more projects which have been completed and also implemented (for technical evaluation, all parameters as given below will be used with equal weightage except item (i) which will have double weightage).



- (i) Designed a closure / capping system (with all infrastructure and environmental monitoring facilities) for a waste dump of height 20m or more (from adjoining ground level) which has been successfully implemented.
- (ii) Conducted slope stability analysis of a waste dump of height 20m or more under all critical conditions such as heavy monsoon rains as well as under earthquake including design of a slope re-grading plan for flattening the existing slopes without compromising the stability of the dump.
- (iii) Conducted leachate generation analysis as well as gas generation analysis for a MSW dump / landfill and designed a leachate control system and gas control system for the dump/ landfill.
- (iv) Conducted hydraulic / hydrological analysis and designed a surface water management system for the cover of a waste / landfill.
- (v) Designed a fire control plan to extinguish smoldering fires which exist on the dump in the starting stage as well as those that may occur during waste re-gradation.
- (vi) Designed an emissions control plan for odor, dust, gas, leachate, erosion etc. during execution of the project.
- (vii) Designed a landfill mining facility comprising of excavation, sorting, segregation, dry / wet processing and related systems for recovering useful materials such as gravel-like and soil-like materials for landfill capping and other materials for recycling, energy recovery, building materials etc. (with all environmental control measures for control of odor, dust, gases and leachate).
- (viii) The Consultant who has experience in overseeing the implementation of a project will be given preference,
- (ix) Since very high emphasis is placed on aesthetics (site being adjacent to National Highway) the Consultant should associate experts having experience in landfill Architecture / landscaping on sloping ground.

#### **TECHNICAL BIDS & EVALUATION CRITERIA:-**

The Technical Proposals would be opened first and the detailed submitted by the bidders will be evaluated in the following manner:-

The criteria of eligibility as prescribed in Para 7 in respect of experience of similar class of works completed and financial turn over and as required, will first be scrutinized and the bidder's eligibility for the work will be determined.

The bidders qualifying the initial criteria of eligibility as set out above will be evaluated for following criteria by scoring method on the basis of details furnished by them.

Financial strength (Form 'A') :	Maximum 16 marks
Solvency certificate (Form 'B'):	Maximum 4 marks
Experience in eligible similar nature of work during last seven years (Form 'C'):	Maximum 20 marks
Performance on works – Time over run (Form 'D') :	Maximum 20 marks
Performance on works– Quality (Form 'D') :	Maximum 40 marks

Total: 100 marks

To become eligible for short listing the bidder must secure at least Fifty percent marks in each (section a, b, c and d) and Sixty percent marks in aggregate.



The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

**Note: The average value of performance of works for time overrun and quality shall be taken on the basis of performance report of the eligible similar works.**

**Scoring method of evaluation:- Annexure-I**

Attributes		Evaluation				
(a)	Financial Strength (20 marks)					
	(i) Average annual turnover - 16 marks (ii) Solvency certificate- 4 marks	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis				
(b)	Experience in similar class of works (20 marks)	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis				
(c)	Performance on works (time over run) (20 marks)					
	Parameter Calculation for points	Score		Maximum Marks		
	If TOR =	1.00	2.00	3.00	>3.50	20
	(i) Without levy of compensation	20	15	10	10	
	(ii) With levy of compensation	20	5	0	-5	
	(iii) Levy of compensation not decided	20	10	0	0	
TOR = AT/ST, where AT=Actual Time; ST=Stipulated Time						
Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.						
(d)	Performance of works (quality) (40 marks)					
	(i) Outstanding	40				
	(ii) Very Good	30				
	(iii) Good	20				
	(iv) Poor	0				

The details submitted by the bidders will be evaluated in the following manner:

- 8.1.1 The initial criteria prescribed in para 7.1 to 7.5 above in respect of experience of similar class of works completed, bidding capacity and financial turn over etc. will first be scrutinized and the bidders eligibility for the work is determined.
- 8.1.2 The bidders qualifying the initial criteria as set out in para 7.1 to 7.5 above will be evaluated for following criteria by scoring method on the basis of details furnished by them :



- 8.2 Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:
- made **misleading or false representation or deliberately suppressed the information** in the forms, statements and enclosures required in the eligibility criteria document,
  - record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

9. Financial information.

The applicant should furnish the following financial information:

Annual financial statement for the last five years in (Form “A”) and solvency certificate in (Form B”)

**10. Experience in works highlighting experience in similar works**

10.1 Bidder should furnish the following documents:

- List of all works of similar nature successfully completed during the last ten years in Form ”C”. Work orders of similar nature of works during last ten years is also acceptable.
- List of the projects under execution or awarded in Form”C”. Work orders of similar nature of works during last ten years is also acceptable.

10.2. Particulars of completed works and performance of the bidder duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress in Form ”D”. Completion certificate of works issued by the client during last ten years is also acceptable.

10.3. Information in **Form “D” or Completion Certificate** should be completed and no work should be left out.

**11 Letter of transmittal**

The Bidder should submit the letter of transmittal attached with the document.

**12 Opening of price bid:**

After evaluation of applications, a list of short listed agencies will be prepared. Thereafter, the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives. The bids shall remain valid for 6 month from the last date of its submission.

**13 Approval criteria**

13.1 The employer reserves the right, without being liable for any damages or obligation to inform the applicant to:

- Amend the scope and value of contract to the bidder.
- Reject any or all the applications without assigning any reason.

14 Any effort on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.



**SECTION II**  
**INFORMATION REGARDING ELIGIBILITY**  
**LETTER OF TRANSMITTAL**

From:.....

To,

The Executive Engineer (SLF)  
 Bhalswa, North DMC

Name of work :- Providing Consultancy Service for Investigation and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.

Sir,

Having examined the details given in Press Notice & bid document for the above work, I/we hereby submit the relevant information.

I / We hereby certify that all the statements made and information supplied in the enclosed Forms A to G and accompanying statement is true and correct.

2. I / We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I / We submit the requisite certified solvency certificate and authorize the Executive Engineer, (SLF) Bhalswa, MC Primary School, Behind Hanuman Mandir, Yamuna Bazar, Delhi-110006 to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Executive Engineer, (SLF) Bhalswa to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I / We submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed works.

Certificate from:

Date of Submission

Signature (s) of bidder (s)

Enclosures :

Seal of Bidder

Date of Submission



**FORM 'A'****FINANCIAL INFORMATION**

- I. Financial Analysis - Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last seven years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

**YEARS**

--	--	--	--	--

(i) Gross Annual Turn Over  
of consultancy Works.

(ii) Profit/Loss

II. Financial arrangements for carrying out the proposed work.

III Solvency Certificate from Bankers of bidder in the prescribed Form "B"

SIGNATURE OF BIDDER(S)

Signature of Chartered Accountant with Seal

**FORM 'B'****FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s./ Sh .....having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.....(Rupees.....) This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)  
For the bank

NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners as Recorded with the Bank.

**FORM 'C'**

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST TEN YEARS ENDING LAST DAY OF THE MONTH ENDING MARCH, 2017**

S. No.	Name of work / project & location	Owner or sponsoring organization	Cost of work in crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration pending/ in progress with details *	Name & address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

- Indicate gross amount claimed and amount awarded by the Arbitrator

SIGNATURE OF BIDDER(S)

**CONSULTANCY WORK UNDER EXECUTION OR AWARDED**

S. N	Name of work / location	Owner or sponsoring organization	Cost of work in Crore	Date of commencement as per contract	Stipulated date of completion	Up-to-date percentage progress of work	Slow progress if any, and reasons thereof	Name & address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of consultancy works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

SIGNATURE OF BIDDER(S)

**FORM 'D'****PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "C"**

1. Name of Work/  
Project & Location
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Architect Fee
6. Date of Start
7. Date of Completion
  - (i) Stipulated date of completion
  - (ii) Actual date of completion
8. Amount of compensation levied for  
Delayed completion, if any
9. Amount of reduced rate items, if any
10. Performance Report
  - (i) Quality of Work                      Outstanding/Very Good / Good /Poor
  - (ii) Financial Soundness                Outstanding/Very Good / Good /Poor
  - (iii) Technical Proficiency            Outstanding/Very Good / Good /Poor
  - (iv) Resourcefulness                    Outstanding/Very Good / Good /Poor
  - (v) General Behavior                    Outstanding/Very Good / Good /Poor

Dated:

Executive Engineer or Equivalent



**NORTH DELHI MUNICIPAL CORPORATION**

**Item Rate Tender & Contract for Works**

Name of work :- Providing Consultancy Service for **Investigation** and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.

(i) To be submitted by M/s.....\*..... hours on .....\*.....date...\*..... to.....\*

(ii) To be opened in presence of bidder who may be present at ..... hours on.....\*..... in the office of Superintending Engineer (DEMS) 10<sup>th</sup> Floor, Civic Center, Minto Road, Delhi-110002 Issued to ... ..

Signature of officer issuing the documents .....

Designation .....

Date of Issue .....

**TENDER**

I/We have read and examined the notice inviting bid, schedule, A, B, C, & D, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the bid document for the work. I/We hereby bid for the execution of the work specified for the Commissioner, North Delhi Municipal Corporation within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable. We agree to keep the bid open for six months from the due date of its opening.

A sum of Rs...../- is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period.

I/We agree that the said Commissioner North Delhi Municipal Corporation or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Commissioner North Delhi Municipal Corporation or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the bid documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the bid form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-bidding process of the work. I /We undertake and confirm that eligible similar work(s) has/have not been got executed through another consultant on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for bidding in North Delhi Municipal Corporation in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. I/We hereby declare that I/We shall treat the bid documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.



Dated:

Signature of Consultant

Witness:

Postal Address

Address:

Occupation:

\* To be filled in by EE.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another consultant on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for bidding in North DMC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the /derived therefore to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated: #.....

Witness: #

Signature of Consultant

#

Address: #

Postal Address #

Occupation: #

**ACCEPTANCE**

The above bid (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the Commissioner North Delhi Municipal Corporation for a sum of Rs. .... (Rupees .....).

The letters referred to below shall form part of this contract agreement:-

- (a)
- (b)
- (c)

For & on behalf of Commissioner North Delhi Municipal Corporation

Signature .....\*

Designation .....\*

Dated: .....\*

**Executive Engineer,  
(SLF) Bhalswa, North DMC**

# To be filled by the consultant

\* To be filled by Engineer-in-Charge

**PROFORMA OF SCHEDULES****SCHEDULE 'A'**

Schedule of quantities (as per scope of work) for consultancy

**SCHEDULE 'B'**

Schedule of materials to be issued to the consultant.

Sl. No.	Description of Item	Quantity	Rates in Figure & Words at which the material will be charged to the consultant	Place of Issue
1	2	3	4	5
----- NIL----				

**SCHEDULE 'C'**

Tools and Plants to be hired to the consultant

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

**SCHEDULE 'D'**

Extra schedule for specific requirements/documents for the work, if any.

---NIL---

**SCHEDULE 'E'**Name of work :- Providing Consultancy Service for **Investigation** and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.

Estimated cost of work:

@ Item Rate

(i) Earnest Money

Rs.4,83,050/-

(ii) Security Deposit :

@ 10% of Gross amount of the bill

**SCHEDULE 'F'**

Name of work	:	Providing Consultancy Service for <b>Investigation</b> and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.
Estimated Cost of work	:	Rs.2,41,53,000/-
Earnest Money	:	Rs. 4,83,050/-
Security Deposit	:	A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money and performance guarantee will equal the amount of security deposit of 10% of the tendered value of the work (Bank guarantee is not to be accepted as security deposit).
General Rules & directions Officer inviting tender	:	Executive Engineer (SLF) Bhalswa North Delhi Municipal Corporation

**Definition**

(i)	Engineer-in-Charge	:	Executive Engineer (SLF) Bhalswa North Delhi Municipal Corporation
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(ii)	Accepting Authority	:	As per Delegated power by Corporation.
(iii)	Project Design Consultant	:	
(iv)	Percentage on cost of materials and labour to cover all overhead and profits	:	15%
(v)	Standard Schedule of rates	:	Item Rate / Market Rates
(vi)	Department	:	North Delhi Municipal Corporation
(vii)	Standard MCD Contract Form	:	A-33/A-34
<b>CLAUSE 1</b>			
(i)	Time allowed for submission of performance guarantee from date of issue of letter of acceptance, in days	:	NOT APPLICABLE
(ii)	Maximum allowable extension beyond the period as provided in (i) above, in days	:	NOT APPLICABLE
<b>CLAUSE 2</b>			
	Authority for fixing compensation under Clause 2	:	Superintending Engineer (DEMS) North Delhi Municipal Corporation
<b>CLAUSE 2 A</b>			
:			
<b>CLAUSE 5</b>			
	Number of Days from the date of issue of letter of acceptance for reckoning date of start	:	At once
	Time allowed for signing of agreement	:	15 Days
	Time allowed for consultancy work	:	5 Months
	Authority to extend the contract and extension of time shall be issued under signature of.	:	Executive Engineer (SLF) Bhalswa North Delhi Municipal Corporation
<b>CLAUSE 6</b>			
:			
<b>CLAUSE 10 B</b>			
	List of testing equipment to be provided by the consultant at site lab.	:	As per CPWD specifications volume I to VI 2009 (with upto date correction slips).
<b>CLAUSE 10 (C)</b>			
:			
<b>CLAUSE 10 (CA)</b>			
:			
<b>CLAUSE 10 (CB)</b>			
:			
<b>CLAUSE 10 (CC)</b>			
:			
<b>CLAUSE 11</b>			
	Specification to be followed for execution of work	:	Latest MORT&H Specifications as applicable on the date receiving tender and CPWD Specification 2009 Vol. I & II (with upto date correction slips), revised by CPWD.





<b>CLAUSE 12: - 12.2 &amp; 12.3</b>		
	Deviation limit beyond which Clause 12.2 & 12.3 shall apply	: NOT APPLICABLE
<b>CLAUSE 16</b>		
	Competent Authority for deciding reduced rates	: As per power delegated by Commissioner, North Delhi Municipal Corporation.
<b>CLAUSE 17</b>		
	Contractor liable to the damage due to failure of main work	: Applicable.
<b>CLAUSE 25</b>		
	Settlement of Disputes & Arbitration	DELETED
<b>CLAUSE 36</b>		
	Minimum qualifications and experience required for technical representatives will be as under:	
(I)	Graduate Engineer	: Three Graduate Engineers with experience in landfill design.
(II)	Post Graduate Engineer	: One Post Graduate Engineer with experience in landfill design.
(III)	Graduate Architect	: One Graduate Architect
	Recovery to be effected from the Consultant in the event of non-fulfilling the provision of Clause 36 (i)	(i) Graduate Engineers with experience in landfill design @ Rs.30,000/- Per Month (ii) One Postgraduate Engineer with experience in landfill design @ Rs.50,000/- Per Month
<b>CLAUSE 42</b>		NOT APPLICABLE

EE (SLF)



**Form of Earnest Money Deposit  
Bank Guarantee Bond  
( As referred in condition no. 6 (i) of PWD-6)**

WHEREAS, consultant..... (Name of consultant) (hereinafter called "the consultant") has submitted his bid dated ..... (date) for the work "Name of work :- Providing Consultancy Service for **Investigation** and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa. (hereinafter called "the Bid") KNOW ALL PEOPLE by these presents that we ..... (name of bank) having our registered office at ..... (hereinafter called "the Bank") are bound unto Executive Engineer (SLF) Bhalswa, MC Primary School, Behind Hanuman Mandir, Yamuna Bazar, Delhi-110006 (Hereinafter called "the Engineer-in-Charge") in the sum of Rs. .... (Rs. in words ..... ) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of ..... 20... .  
THE CONDITIONS of this obligation are:

- (1) If after bid opening the Consultant withdraws, his bid during the period of validity of bid (including extended validity of tender) specified in the Form of bid;  
(2) If the consultant having been notified of the acceptance of his bid by the Engineer-in-Charge:  
(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to consultant, if required;

OR

- (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of bid document and Instructions to consultant,

OR

- (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to consultant,

OR

- (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

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

This Guarantee will remain in force up to and including the date\* ..... after the deadline for submission of bid as such deadline is stated in the Instructions to consultant or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)



## General Conditions of the Contract

### **General Rules & Directions**

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in news papers as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings, and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender as a part of tender document, shall be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

#### **Applicable for item rate tender only (MCD A-34)**

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

#### **Applicable for Percentage Rate Tender only (MCD A-33)**

4A. In case of percentage rate tenders, tenderer shall fill up the usual printed form, stating at what percentage below/ above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractor who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in the Rule-I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest within 28 days of such rejection.

6. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for



seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issued rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

9. The tenderers shall sign a declaration under the Officials Secret Act 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderer shall return the drawings given to them.

9A. Use of correcting fluid, any where in tender document is not permitted. Such tender is liable for rejection.

**Applicable for item rate tender only (MCD A-34)**

10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In the event of no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the contractor has included the cost. This / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

**Applicable for Percentage rate tender only (MCD A-33)**

10A In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words, then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

**Applicable for item rate tender only (MCD A-34)**

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figure of and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures. E.g. 'Rs.2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word only it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word only should be written closely, following the amount and it should not be written in the next line.

**Applicable for Percentage rate tender only (MCD A-33)**

12A In percentage rate tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his



offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word 'P' after the decimal figures e.g. 'Rs.2.15P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.

13 i) The contract or whose tender is accepted, will be required to furnish performance guarantee of 5% (five percent) of the tendered amount within the period specified in schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or deposit a 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 prescribed form.

ii) The contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The security amount will also be accepted in cash or in the shape of Government securities. Fixed deposit receipt of schedule bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to the Engineer-in-Charge.

15. Sales tax/VAT, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Commissioner, MCD will not entertain any claim whatsoever in respect of the same.

16. The contractor shall give a list of both gazetted and non-gazetted MCD employees related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18 The tender for composite work includes, in addition to building work all other works such as sanitary and water supply installation drainage installation, electrical work, horticulture work, roads and paths etc. the tenderer apart from being a registered contractor (MCD) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

19. The consultant shall submit list of works which are in hand (Progress) in the following form:-

Name of work	Name and particulars of Divn where work is being executed	Value of work	Position of works in progress	Remarks
1.	2.	3.	4.	5.

20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.



## CONDITIONS OF CONTRACT

### **DEFINITIONS**

1. The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the MCD and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer – in – Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another
2. In the contract, the following expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
  - I. The expression 'works' of 'work' shall, unless there be something either in the subject of context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - II. The 'Site' shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - III. The 'Contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - IV. The 'MCD' means the Municipal Corporation of Delhi and its successors.
  - V. The 'Engineers - in - Charge' means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the M.C.D. as mentioned in Schedule 'F' hereunder.
  - VI. 'MCD' shall mean the M.C.D.
  - VII. The term 'Municipal Engineer' includes the Chief Engineer and Superintending Engineer.
  - VIII. 'Accepting Authority' shall mean the authority mentioned in Schedule 'F'
  - IX. 'Excepted Risk' are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use of occupation by MCD of the part of the works in respect of which a certificate of completion has been issued or case solely due to MCD's faulty design of works
  - X. 'Market Rate' shall be the rate as decided by the Engineer – in – Charge on the basis of the cost of material and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
  - XI. 'Schedule(s)' referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the MCD mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
  - XII. 'Department' means MCD or any department of MCD which invites tenders on behalf of MCD as specified in Schedule 'F'
  - XIII. 'Tendered value' means the value of the entire work as stipulated in the letter of award.

### **Scope and Performance**

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal Notes to these General Conditions of Contract shall not be deemed to form



part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

**Works to be carried out**

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule –A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

**Sufficiency of Tender**

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

**Discrepancies and Adjustment of Errors**

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special condition in preference to General Conditions.

8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed: -

- (i) Description of Schedule of Quantities.
- (ii) Particular Specification and Special Condition, if any.
- (iii) Drawings.
- (iv) MORT&H/C.P.W.D. Specifications.
- (v) Indian Standard Specifications of B.I.S.

8.2 If there are varying of conflicting provision made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of quantities or any omission there from shall not vitiate the Contract or Release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

9. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of :-

- (i) The notice inviting tender, all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (ii) Standard M.C.D. Form as mentioned in Schedule 'F' consisting of :
  - (a) Various standard clauses with corrections upto the date stipulated in Schedule 'F' along with annexure thereto.
  - (b) C.P.W.D. Safety Code.
  - (c) Model Rule for the protection of health, sanitary arrangements for workers employed by M.C.D. or its contractors.
  - (d) CPWD Contractor's Labour Regulations.
  - (e) List of acts and omissions for which fines can be imposed.



## CLAUSES OF CONTRACT

### **CLAUSE 1**

#### **Recovery of Security Deposit**

The person / persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit M.C.D. at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work. Such deductions will be made and held by M.C.D. 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 of fixed deposit receipts or Guarantee Bonds of any Schedule 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 MCD 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 M.C.D. 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 sufficient part of this 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 M.C.D. 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 case of Guarantee Bond in favour of the M.C.D. or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks (in case of guarantee offered by Schedule Banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India); or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer – in – Charge, 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 and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

*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 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.

### **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 MCD on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Superintending Engineer (Whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / week (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete. This will also apply to items or group of items for which a separate period for completion has been specified.

(i) Completion period (as originally stipulated) @ 1% per Day not exceeding 3 months

(i) Completion period (as originally stipulated) @ 1% per Week. exceeding 3 months

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the contractual cost of consultancy work. The amount of compensation may be adjusted set – off against any sum payable to the Contractor under this or any other contract with the M.C.D.





### 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:

(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 unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) 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 it circumstance 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.

(iii) 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.

(iv) 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

(v) 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 7days after notice in writing is given to him in that behalf by the Engineer – in – Charge.

(vi) If the contractor commits any acts mentioned in Clause 21 hereof: When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer – in – Charge on behalf of the M.C.D. shall have powers:

(a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer – in – Charge shall be conclusive evidence). Upon such determination or rescission the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal for the M.C.D. if any portion of the Security Deposit has not been paid or received it would be called for and forfeited.

(b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work debiting the contractor with the cots of the labour and the price the material (of he amount of which cost and price certified by the Engineer – in – Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates a if it had been carried out by the contractor under the terms of his contract. The certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub – clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

(c) 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 in which case any expense which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him



(of the amount of which excess the certificate in writing of the Engineer – in – Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by M.C.D. under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor. In the event of anyone of more of the above courses being adopted by Engineer – In – Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased procured any materials or entered into any engagements or made any advance on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer – in – Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. Provided further that if any of the recoveries to be made, while taking action as per (b) and / or (c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the Department exceeds the security deposit so forfeited.

#### **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 or account or 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 the 15th day or such time period as mentioned in Letter of Award after the date on which the Engineer – in – Charge issues written orders to commence the work 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, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.



5.1 As soon as possible after the contract is concluded the Contractor shall submit a time and progress Chart 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 program has been agreed upon) complete 1/8th of the whole of work before 1/4th of the whole time allowed in the contract has elapsed 3/8th of the work before one – half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed.

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 was the responsibility of MCD to supply or
- vii) Non – availability or break down of tools and Plant to be supplied or supplied by M.C.D. or
- viii) Any other cause which, in the absolute discretion of the authority mentioned in Schedule ‘F’ 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 Engineer – in – Charge 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.

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

5.2 In any such case the authority mentioned in Schedule ‘F’ may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Engineer – in – Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer – in – Charge and this shall be binding on the contractor.

## **CLAUSE 6**

### **Measurements of Work Done**

Engineer – in – Charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done. All measurement of all items having financial value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all performed under the contract. All measurement and level shall be taken jointly by the Engineer – in Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer – in – Charge and the contractor or their representatives in token for their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties. If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer – in – Charge or his representative, the Engineer – in – Charge and the Department shall not entertain any claim representative does not remain present at the time of such measurements after



the contractor or his authorized representative has been given a notice in writing three (3) days in advance of fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer – in – Charge or his representative shall be deemed to be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set for 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, measurement 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 of his authorized representative In charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of 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 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 material 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 jointly or otherwise as aforesaid 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 recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or 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 the 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 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 contract. 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 payment of passed bills will depend on availability of funds in particular head of account from time to time in M.C.D. Payment of bills shall be made strictly on queue basis ie first the passed liabilities will be cleared and after that the release of payment for passed bills will be in order of demand received at HQ under particular head of account. All such



interim payments shall be regarded as payments 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 re – entered. 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 Engineer – in – Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in anyway 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 upto the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) upon 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 measurement thereof.

## **CLAUSE 8**

### **Completion Certificate and Completion Plans**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer – in – Charge and within thirty days of the receipt of such notice the Engineer – in – Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall be work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer – in – Charge. If the contractor shall fail to comply with the requirements of the Clause as to removal of scaffolding, surplus material and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer – in - Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such direct as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually released by the sale thereof.

## **CLAUSE 8A**

### **Contractor to Keep Site Clean**

When the annual repairs and maintenance of works are carried out the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer – in – Charge shall have the right to get this work done at the cost of the



contractor either departmentally or through any other agency. Before taking such action, the Engineer – in – Charge shall give ten days notice in writing to the contractor.

#### **CLAUSE 8B**

##### **Completion Plan to be submitted by the contractor**

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part –I Internal) 1972 and (Part – II External) 1974 as applicable within thirty days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to ceiling of Rs. 15,000 (Rs. Fifteen thousand only) as may be fixed by the Superintending Engineer concerned and in his respect the decision of the Superintending Engineer shall be final and binding on the contractor.

#### **CLAUSE 9**

##### **Payment of Final Bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate completion furnished by the Engineer – In – Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer – in – Charge, shall be made as under. The payment of passed bills will depend on availability of funds in particular head of account from time to time in M.C.D. Payment of bills shall be made strictly on queue basis ie first the passed liabilities will be cleared and after that the release of payment for passed bills will be in order of demand received at HQ under particular head of account.

#### **CLAUSE 9A**

##### **Payment of Contractor's Bills to Banks**

Payments due to the contractor as in the relevant clauses may, if so desired by him, be made to his bank ,registered financial, Co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer – in – Charge (1) and authorization in the form of legally valid document such as a power of attorney conferring authority on the bank, registered financial, Co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out a being due to him by M.C.D. or his signature on the bill or other claim preferred against M.C.D. before settlement by the Engineer – in – Charge of the account or claim by payment to the bank, registered financial, Co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks, registered financial, Co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his banks, registered financial, Co-operative or thrift societies or recognized financial institutions. Nothing herein contained shall operate to create in favour of the bank, registered financial, Co-operative or thrift societies or recognized financial institutions any rights or equities vis – avis the M.C.D.

#### **CLAUSE 10**

##### **Material supplied by M.C.D.**

-----NOT APPLICABLE-----

#### **CLAUSE 10A**

##### **Material to be provided by the Consultant**

The Contractor shall, at his own expense, provide all materials, required for the works other than



those which are stipulated to be supplied by the department. The contractor shall, at his own expense and without delay, supply to Engineer – in – Charge samples of materials to be used on the work and shall get these approval in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer – in – Charge furnish proof, to the satisfaction of the Engineer – in – Charge that the materials so comply. The Engineer – in – Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer – in – Charge for the approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer – in – Charge shall be issued after the test result are received. The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the sample until the required tests or analysis have been made and materials finally accepted by the Engineer – in – Charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be take on account of and as a result of testing of materials. The contract shall, at his risk and cost make all arrangements and shall provide all facilities as the Engineer – in – Charge may required for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer – in – Charges and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer – in – Charge or his authorized representative shall at all times have access to the works and to all workshops and place where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Engineer – in – Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer – in – Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer – in – Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

**LAUSE 10B**

**Secured Advance on Non – Perishable Materials/Mobilization Advance/Plant & Machinery Advance/ Interest & Recovery**

-----NOT APPLICABLE-----

**CLAUSE 10C**

**Payment on Account of Increase in Prices / Wages due to Statutory Order(s)**

-----NOT APPLICABLE-----

**CLAUSE 10 CA**

**Payment due to increase/ decrease in prices of cement and steel reinforcement bars after receipt of tender**

-----NOT APPLICABLE-----

**CLAUSE 10 CB**

**Adjustment due to increase / decrease in price of Bitumen after receipt of tender**



-----NOT APPLICABLE-----

**CLAUSE 10CC**

**Payment due to Increase / Decrease in Prices / Wages after Receipt of Tender for Works (Time Period more than 18 months)**

-----NOT APPLICABLE-----

**CLAUSE 10D**

**Dismantled Material M.C.D. Property**

-----NOT APPLICABLE-----

**CLAUSE 11**

**Work to be Executed in Accordance with Specifications, Drawings, Orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer – in – Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule ‘F’ or in any Bureau of Indian Standard or any other, published standard or code or, Schedule or Rates or any other printed publication referred to elsewhere in the contract. The contractor shall be comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance insofar as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

**CLAUSE 12**

**Deviations / Variations Extent and pricing**

-----NOT APPLICABLE-----

**CLAUSE 13**

**Foreclosure of Contract due to Abandonment or Reduction in Scope of Work**

If at any time after acceptance of the tender MCD shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Engineer – in – Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer – in – Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.





(ii) MCD shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, MCD shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by MCD cost of such materials as detailed by Engineer – in – Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to material whilst in the custody of the contractor.

(iii) If any materials supplied by department are rendered surplus, the same except normal wastage shall be returned by the contractor to MCD at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to MCD stores if so required by department shall be paid.

(iv) Reasonable compensation for transfer of T&P from site to contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.

(v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer – in – Charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition. The reasonable amount of items on (I), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e., total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the MCD as per item (ii) above. Provided always that against any payments due to the contractor on this account of otherwise, the Engineer – in – Charge shall be entitled to recover or be credited with any outstanding balance due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the department from the contractor under the terms of the contract.

## **CLAUSE 14**

### **Cancellation of contract in full or part**

If contractor:

(i) At any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer – in – Charge; or

(ii) Commits default to 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; or

(iii) Fails to complete the works of items of work with individual dated of completion, on or before the 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; or

(iv) Shall offer or give or agree to give to any person in MCD service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for Government; or

(v) Shall enter into a contract with MCD 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 Accepting Authority / Engineer – in – Charge; or

(vi) Shall obtain a contract with MCD as a result of wrong tendering or other non bona-fide method of competitive tendering; or

(vii) Being an individual, or if a firm, any partner thereof shall at anytime 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 if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or (viii) Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstance shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

(ix) Shall suffer and execution being levied on his goods and allow it to be continued for a period of 21 days; or

(x) 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 Accepting Authority;

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to MCD, by a notice in writing to cancel the contract as a whole or only such item of work in default from the Contract.

The Engineer – in – Charge shall on such cancellation by the Accepting Authority have powers to:

a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and / or

b) Carry out the incomplete work by any means at the risk and cost of the contractor. On cancellation of the contract in full or in part, the Engineer – in – Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works, or in case the works or part of the works in not to be completed, the loss or damage suffered by M.C.D. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. Any excess expenditure incurred to be incurred by M.C.D. in completing the works or part of the works or the excess loss or damage suffered or may be suffered by M.C.D. as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to M.C.D. in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30days. If the contractor shall fail to pay the required sum within the aforesaid period of 30days, the Engineer – in – Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary building, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract. Any sums in excess of the amounts due to M.C.D. and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by M.C.D. of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

## **CLAUSE 15**

### **Suspension of Work**

(i) The contractor shall, on receipt of the order in writing of the Engineer-in- Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works of any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause and damage or injury to the work already done or endanger the safety thereof for any to the following reasons:



- a) On account of any default on the part of the contractor; or
- b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
- c) For safety of the works or part thereof.

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

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (I) above:

a) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part

b) If the total period of all such suspensions in respect of an item of group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and / or wages paid by the contractor to his employees and labour at site, remaining ideal during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Engineer-in- Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (I) above the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days form receipt by the Engineer-in- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the work as an omission of such part by M.C.D. or where it effects whole of the woks, as an abandonment of the works by M.C.D. shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in -Charge. In the event of the contractor treating the suspension as an abandonment of the contract by M.C.D., he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, he entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and / or wages paid by him to his employees and labour at site, remaining ideal in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30days of the expiry of the period of 3 months. Provided, further, that the contractor shall not be entitled to claim any compensation from M.C.D. for the loss suffered by him on account of delay by M.C.D. in the supply of material in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non – allotment of such materials by controlling authorities, acts of God, acts of enemies of the state / country or any reasonable cause beyond the control of the M.C.D.

## **CLAUSE 16**

### **Action in case Work not done as per Specifications**

All works under or in course of execution or execution in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer – in – Charge, his authorized subordinates in charge of the work and all the superior officers, officers of the Quality Control Organization of the Department and the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-Charge or his authorized subordinates in charge of the work or to the Superintend Engineer-in-Charge of Quality Control or his subordinate



officers or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the even of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non- completion of the work in time) for this default. In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and / or get it and other connected and incident items rectified, or remove and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **CLAUSE 17**

##### **Contractor Liable for Damages, defects during maintenance period.**

-----NOT APPLICABLE-----

#### **CLAUSE 18**

##### **Contractor to supply Tools & Plants etc.**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in the these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer – in – Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighting and assisting the measurement for examination at anytime and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer – in – Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or a sufficient portions thereof.

#### **CLAUSE 18A**

##### **Recovery of Compensation paid to Workman**

In every case in which by virtue of the provisions Sub – section (I) of Section 12, of the Workmen's Compensation Act, 1923, M.C.D. is obliged to pay compensation to a workman employed by the contractor, in execution of the works, M.C.D. will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the M.C.D. under Sub-section (2) of Section 12, of the said Act, M.C.D. shall be at liberty to recovery such amount or any part thereof by



deducting it from the security deposit or from and sum due by M.C.D. to the contractor whether under this contract or otherwise. M.C.D. shall not be bound to contest any claim made against if under Sub-section (1) Section, 12, of the Act, except on the written request of the contractor and upon his giving to M.C.D. full security for all costs for which M.C.D. might become liable in consequence of contesting such claim.

#### **CLAUSE 18B**

##### **Ensuring Payment and Amenities to Workers if Contractor fails**

In every case in which by virtues of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Control Labour (Resolution and Abolition) Central Rules, 1971, M.C.D. is obliged to pay any amounts of wages to workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the M.C.D. Contractor's Labour Regulations, or under the Rules framed by M.C.D. from time to time for the protection of health and sanitary arrangements for workers employed by M.C.D. Contractors, M.C.D. will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the M.C.D. under Sub-section (2) of Section 20, and Sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, M.C.D. shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit it or from any sum due by M.C.D. to the contractor whether under this contract or otherwise M.C.D. shall not be bound to contest any claim made against it under Sub-section (1) of Section 20, Sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the M.C.D. full security for all costs for which M.C.D. might become liable in contesting such claim.

#### **CLAUSE 19**

##### **Labour Laws to be complied by the Contractor**

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non – execution of the work

#### **CLAUSE 19A**

No labour below the age of fourteen years shall be employed on the work.

#### **CLAUSE 19B**

##### **Payment of Wages**

Payment of Wages:

- (i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per provisions of the Contractor Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulations and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publications of



scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv)a) The Engineer-in-Charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non – fulfillment of the conditions of the contract for the benefit of the workers, non – payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non – observance of the Regulations.

b) Under the provision of Minimum Wages (Central) Rules, 1950, the contract or is bound to allow to the labours directly or indirectly employed in the works one day rest for 6days continuous work and pay wages at the same rate as for duty. In the event of default the Engineer – in – Charge shall have the right to deduct the sum or sums not paid no account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer – in – Charge concerned. In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No. F. 12(162) MWO / DAB / 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen’s Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor’s Labour (Regulation and Abolition) Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

(vi) The contractor shall indemnify and keep indemnified MCD against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor’s Labour Regulations without prejudice to his right to claim indemnity from his sub – contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### **CLAUSE 19C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor’s part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Engineer – in – Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 19D**

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

- 1) The number of labourers employed by him on the work,
- 2) Their working hours,
- 3) The wages paid to them,



4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and

5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contract or shall be liable to pay to MCD a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

#### **CLAUSE 19E**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with of cause to be complied with all the rules framed by MCD from time to time for the protection of health and sanitary arrangements for, workers employed by the MCD and its contractors.

#### **CLAUSE 19F**

Leave and pay during leave shall be regulated as follows: -

##### **1. Leave:**

(i) In the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.

(ii) In the case of miscarriage – up to 3 weeks from the date of miscarriage.

##### **2. Pay:**

(i) In the case of deliver – leave pay during maternity leave will be at the rate of the women's average daily earning, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

(ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

##### **3. Conditions for the grant of Maternity Leave:**

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Annexure – I and II, and the same shall be kept at the place of work.

#### **CLAUSE 19G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the MCD a sum not exceeding Rs. 200/- for every default, breach or furnishing, making submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender, the decision of the Engineer – in – Charge shall be final and binding on the parties. Should it appear to the Engineer – in – Charge that the contractor(s) is / are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contractor Labour (R&A) Central Rules, 1971, for the protection of health and sanitary arrangements for work – people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer – in – Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the



amenities prescribed therein be provided to the work – people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and / observe the said Rules and to provide the amenities herein before mentioned at the cost of contractor(s). The contractor(s) shall erect, make and maintain at his / their own expense and to approved standard all necessary huts and sanitary arrangements required for his / their work – people on this site in connection within the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer – in – Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and / or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer – in – Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

#### **CLAUSE 19H**

The contractor(s) shall at his / their own cost provide his / their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specification on a suitable plot of land to be approved by the Engineer – in – Charge.

1) (a) The minimum height of each hut at the caves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7sq.m. (30sq.ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having minimum area of 1.80m x 1.50m (6' x 5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each on hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp, these bathing and washing places shall be suitably screened.

2) (a) All the huts shall have walls of sun – dried or burnt – bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer – in – Charge. In case of sundried bricks, the walls should be plastered with mud gobi on both sides, the floor may be kutcha but plastered with mud gobi and shall be at least 15cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer – in – Charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water – tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8yards) between the rows of huts which may be reduced to 6m (20ft.) according to the availability of site with the approval of the Engineer – in – Charge, Back to Back construction will be allowed.

3) *Water Supply:* - The contractor(s) shall provided adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or giver, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his / their own cost make arrangements for laying pipe lines for water supply to his / their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

4) The side selected for the camp shall be high ground, removed from jungle.

5) *Disposal of Excreta:* - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee / Authority





and inform it about the number of labourers employed so that arrangements may be made by such Committee / Authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality / Authority. The contract shall provide one sweeper for every eight seats in case of dry system.

6) *Drainage*: - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

7) The contractor(s) shall make necessary arrangement for keeping the camp area sufficiently lighted to avoid accidents to the workers.

8) *Sanitation*: - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

#### **CLAUSES 19-I**

The Engineer – in – Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

#### **CLAUSE 19J**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer – in – Charge with vacant possession of complete building. If such building through completed is occupied illegally, then the Engineer – in – Charge shall have the option to refuse to accept the said building / buildings in the position. Any delay in acceptance on his account will be treated as the delay in completion and for such delay a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

#### **CLAUSE 20**

##### **Minimum Wages Act to be complied with**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970 amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force time to time.

#### **CLAUSE 21**

##### **Work not to be sublet. Action in case of insolvency**

The contract shall not be assigned or sublet without the written approval of the Engineer – in – Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts to do so, or if any bribe, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of M.C.D. in any way relating to his office or employment, or if any such office or person shall become in any way directly or indirectly interested in the contract, the Engineer – in – Charge on behalf of the M.C.D. Shall have power to adopt any of the course specified in Clause 3 hereof as he may deem best suited to the interest of M.C.D. and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

#### **CLAUSE 22**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of M.C.D. without reference to the actual loss or



damage sustained and whether or not any damage shall have been sustained.

### **CLAUSE 23**

#### **Changes in firm's Constitution to be intimated**

Where the contractor is partnership firm, the previous approval in writing of the Engineer – in – Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is and individual or Hindu undivided family business concern such approval as aforesaid shall like wise be obtained before the contractor enters into any partnership agreements where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

### **CLAUSE 24**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer – in – Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

### **CLAUSE 25**

#### **Settlement of Disputes & Arbitration**

----DELETED----

### **CLAUSE 26**

#### **Contractor to indemnify M.C.D. against Patent Rights**

The contractor shall fully indemnify and keep indemnified the M.C.D. against any action, claim on proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against M.C.D. in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from provided that the contractor shall not be liable to indemnify the M.C.D. if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer – in – Charge in this behalf.

### **CLAUSE 27**

#### **Lump sum Provisions in Tender**

When the estimate on which a tender is made includes lump sum in respect of parts of the work. The contractor shall be entitled to payment in respect of the items or work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in- Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the Clause.

### **CLAUSE 28**

#### **Action where no specifications are specified.**

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there is no such specification in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications, if not available then as per Local Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with



the instructions and requirements of the Engineer-in-Charge.

## **CLAUSE 29**

### **With holding and lien in respect of sums due from contractor**

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the MCD shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge of the MCD shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudications of any such claim, in the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge of the MCD shall be entitled to withhold and have alien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the MCD or any contracting person through the Engineer-in-Charge pending finalization or adjudication or any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge will be kept withheld or retained as such by the Engineer-in-Charge of MCD till the claim arising out the of or under the contract is determined by the arbitrator (if the contract is governed by the arbitrations clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the MCD shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company as the case may be, whether in his individual capacity or otherwise.

(ii) MCD shall have the right to cause and audit and technical examination of the woks and the final bills of the contractor including all supporting vouchers, abstract, etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over – payment and it shall be lawful for MCD to recover the same from his in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by MCD to the contractor, without any interest thereon whatsoever. Provided that the MCD shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

## **CLAUSE 29A**

### **Lien in respect of claims in other contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the MCD or any other contracting person or person through Engineer-in-Charge against any claim of the Engineer -in-Charge of MCD or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the MCD or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the MCD will be kept



withheld or retained as such by the Engineer-in-Charge of the MCD or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damage whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

**CLAUSE 30 –**

**----DELETED----**

**CLAUSE 31**

**Unfiltered water supply**

The contractor(s) shall make his / their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

**CLAUSE 31A**

**Department water supply, if available**

Water if available may be supplied to the contractor by the Department subject to the following conditions: -

- (i) The water charges @ 1% shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his / their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his / their own cost in the event of any temporary break down in the MCD water main so that the progress of his / their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

**CLUASE 32**

**Alternate water arrangements**

- (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pumps constructed by the MCD no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from the contractor on this account and his decision shall be binding on the contractor.
- (ii) The contractor shall be allowed to construct temporary wells in MCD land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of this well and shall restore the ground to its original condition after the wells are dismantled on completion of work.

**CLAUSE 33**

**Return of surplus materials**

Notwithstanding anything contained to the contrary in this contract, where any materials for the



execution of the contract are procured with the assistance of MCD either by issue from MCD stocks or purchase made under orders or permits or licenses issued by MCD the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the MCD and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and / or for criminal breach of trust, be liable to MCD for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

#### **CLAUSE 34**

##### **Hire of Plant & Machinery**

(i) The contractor shall arrange at his own expense all tools, plant machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the MCD over and above the T&P stipulated for issue, the MCD will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case all the conditions there under for issue of T&P shall also be applicable to such T&P as is agreed to be issued.

(ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard / shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to hi, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.

(iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any clause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer- in-Charge shall record the date and time or receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. Incase of any dispute under this clause the decision of the Superintending Engineer shall be final and binding on the contractor.

(v) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.



(vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approval type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.

(vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charge. (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time a period of half and hour and above will be charged as one hour and a period of less than half an hour will be ignored.

(viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and / or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing wash out irrespective of the period employed in servicing.

(ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack or arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer – in – Charge the work or a portion of work for which the same was issued is completed.

(x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and / or fails to sign the Log Book the decision of the Engineer – in – Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).

(xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion:

(a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller – day shall also be same as in Annexure to Clause 34(x). for less use of rollers recovery for the less roller – day shall be made at the stipulated issue rate.

(xii) The contractor shall be responsible to return the plant and machinery in the condition in which was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extend in this regard and his decision shall be final and binding on the contractor.

(xiii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer – in – Charge to suspend execution of the work, provided MCD plant and machinery in question have, in fact remained idle with the contractor because of the suspension.

(xiv) In the event of the contractor not requiring any item of plant and machinery issued by MCD through not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire



charges for two additional days without, in any way, affecting the right of the Engineer – in – Charge to use the said plant and machinery during the said period of two days as he like including hiring out to a third party.

### **CLUASE 35**

#### **Condition relating to use of asphaltic materials**

- (i) The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.
- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer – in – Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer – in – Charge shall be made and the material return to the contractors. Although the materials are hypothecated to MCD the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in- Charge in writing.
- (iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

### **CLUASE 36**

#### **Employment of Technical Staff and employees**

Contractors Superintendence, Supervision, Technical Staff & Employees

- (i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimated in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of the clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site within fifteen days of start or work. If the contractor (or any partner in case of firm / company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and / or the contractor shall on receiving reasonable notice from the Engineer – in – Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in- Charge and / or at the site of work, as required, to take instructions. Instructions given to the principal technical representative of the responsible agent shall be deemed to have the same force as if these have been give to the contractor. The principal technical representative and / or the contractor or his responsible authorized agent shall be actually available at site at least two working days every week, these days shall be determined in consultation with the Engineer-in- Charge as well as fully during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions



conveyed by the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of notice down the instructions and in token of acceptance of measurement. There shall be no objection if the representative / agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily. If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative / responsible agent along with every on account bill / fixed bill and shall produce evidence if any time so required by the Engineer-in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective files and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

### **CLUASE 37**

#### **Levy / Taxes payable by contractor**

(i) Sales tax or any other tax on materials in respect of this contract shall be payable by the contractor and MCD shall not entertain any claim whatsoever in this respect.

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar etc. from local authorities.

(ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the MCD and does not any time become payable by the contractor to the MCD Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the MCD and it will have the right and be entitled to recover the amount paid in the circumstance as aforesaid from dues of the contractor.

### **CLUASE 38**

#### **Concessions for reimbursement of Levy / Taxes if levied after receipt of tenders**

(i) All tendered rates shall be inclusive of all taxes and levies payable under respective status. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.





(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the MCD and / or the Engineer – in – Charge and further shall furnish such other information / documents as the Engineer – in – Charge may require from time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Engineer – in– Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### **CLUASE 39**

##### **Termination of contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Divisional Officer on behalf of the MCD shall have the option of terminating the contract without compensation of the contractor.

#### **CLUASE 40**

##### **If relation working in MCD then the contractor not allowed to tender**

The contractor shall not be permitted to tender for works in the MCD circle (responsible for execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Category A and B Officer in the MCD. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. Note: By the term “near relatives” is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in – laws.

#### **CLUASE 41**

##### **No Gazetted Engineer to work as Contractor within two years of retirement**

No engineer of Assistant Engineer rank or other officer equivalent to Assistant Engineer Rank employed in engineering or administrative duties in an Engineering Department of the MCD shall work as a contractor or employee of a contractor for a period of two years after his retirement from Government service without the previous permission of the department in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the department as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.

#### **CLUASE 42**

##### **Return of material and recovery for excess material issued**

(i) After completion of the work and also at any intermediate stage in the event of non – reconciliation of materials issued, consumed and in balance (see Clause 10), theoretical quantity of materials issued by the MCD for use in the work shall be calculated on the basis and method given hereunder: -

(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule ‘F’. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule / statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer – in – Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer – in – Charge, including authorized lap pages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise



separately.

(c) Theoretical quantity of G.I & C.I. or other pipes, conduits, wires and cables, pig lead and G.I. / M.S. Sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I. / M.S. sheets it shall be 10%) such determination & Comparison being made diameter wise & category wise.

(d) For any other materials as per actual requirements.

(ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in the Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer – in – Charge within fifteen days of the issue of written notice by the Engineer – in – Charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer – in – Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the Standard schedule of rates and recovery at rates specified in Schedule 'F' shall be final & binding on the contractor. For non – scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

(iii) The said action under this clause is without prejudice to the right of the MCD to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

#### **CLUASE 43**

##### **Compensation during warlike situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer – in – Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer – in – Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damage work and shall be paid at the contract rates in accordance with the provision of this agreement of the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer – in – Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer up to Rs. 5,000/- and by the Superintending Engineer concerned for a higher amount. The contractor shall be paid for the damage / destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer – in – Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract. Provided always that no compensation shall be payable for any loss in consequences of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raids as are deemed necessary by the A.R.P Officers or the Engineer-in-Charge,(b)for any material etc. not on the site of the work or for any tools ,Plant , machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

#### **CLAUSES 44**

**Apprentices Act provisions to be completed with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failures will be a breach of contract and the Superintending Engineer, may, in his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said act.

**Note: As regards various general conditions of the contract, the conditions applicable exclusively for execution of work shall not be applicable for the consultancy work.**

EE (SLF)



## 1.0 SALIENT FEATURES OF THE WORK

1.1 Name of work: **Providing Consultancy Service for Investigation and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.**

1.2 Brief details of Project

1.2.1 Rehabilitation and closure of SLF Bhalswa, Near Mukarba Chowk at G.T Karnal Road.

***The following facilities are required in the Closure of SLF Bhalswa spread at 52 acres of land including 12 acres of land earmarked for Compost Plant***

- i) The above information is only indicative of the work is to be executed based on site conditions & feasibility

## 2.0 ROLE OF THE CONSULTANT

2.1 The Role of the Consultant is to provide Comprehensive Consultancy Services for project “Providing Consultancy Service for Investigation and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.’ and shall be involved right through the entire duration of the project till commissioning / handing over of the respective buildings / facilities.

2.2 The consultant shall prepare/ modify the master plan including existing buildings and services of SLF Bhalswa.

2.3 The consultant shall take all necessary statutory approval from all authorities including DUAC, NDMC, Jal Board Delhi, Pollution Control Board, Delhi Fire Services, M.C.D., M.O.E.F., A.S.I. etc. if required. Preparation of all submission drawings / materials and models for these approvals will be responsibility of the consultant. The statutory approvals shall include completion certificate for the complete building from the local bodies.

2.4 All Environmental Impact Assessment, as required has to be done by the consultant.

2.5 The consultant shall have constant and regular interaction with the NORTH DELHI MUNICIPAL CORPORATION, client and structural / services proof consultants for formulating the design philosophy and parameters, preparation of preliminary designs/ drawings/ Specifications.

2.6 The consultant shall have to carry out topographical survey and the survey of all existing services and other constraints existing in and around the site for augmentation of existing services/ facilities.

2.7 The consultant shall also prepare the bid documents for call of tenders for execution of work in suitable packages. The Detailed Estimate showing details of measurement, BOQ, draft tender document, analysis of rates etc. shall be prepared and submitted by the consultant to the EE(SLF), NORTH DELHI MUNICIPAL CORPORATION for formal approval. The corrections / observations, if any is made by the department, the same shall be complied by consultant till final approval by the competent authority. The approved tender documents shall also be submitted in requisite numbers. They shall submit the JOR and shall get it checked from the competent authority after receipt of tender.

2.8 The Consultant shall have to perform in an efficient, orderly and professional manner and shall deploy necessary qualified and skilled persons according to the requirement of the services.

2.9 The Consultant and the Sub-Consultants shall visit the works during execution stage to ensure that the works are being executed as per approved scheme and render appropriate advice and carry out all site related modifications in the designs and drawings.



- 2.10 The consultant shall have to assist Engineer-in-charge in preparing presentations and presentation materials.
- 2.11 The consultant shall have to submit an Inception Plan within in 7 days of award of work outlining the total scope of work to enable Engineer-in-charge to fix the milestones as well as to workout the implementation strategy for the whole Project.
- 2.12 The consultant shall have to prepare design philosophy and the design methodology, listing out relevant codes, related references, sound-engineering practices etc.
- 2.13 The consultant shall have to get the analysis and design checked by the proof consultant such as IIT-Delhi to be approved by the competent authority. The detailed design notes shall be submitted along with design philosophy to Engineer-in-Charge.
- 2.14 The Consultant shall comply with all applicable laws, bye-laws, and statutory provisions etc. in the performance of the consultancy assignment and in the execution of the project.
- 2.15 The Consultant shall comply with the applicable norms of the local as well as Central Governmental Bodies.
- 2.16 The consultancy services shall be provided through a Team Leader supported by experienced professionals. The Consultant will deploy adequate number of professionals and other staff to deliver the requisite services. The Consultant shall have to submit an Organogram giving details of proposed Team detailing the roles/work to be performed by each personnel, their tentative duration, inter-relationships of each personnel etc.
- 2.17 IT connectivity shall be provided between the Project Consultant's office and the Engineer-in-charge / his representative at New Delhi during the entire period of the Consultancy assignment.
- 2.18 The Consultant shall get the approval of the Department /client or both through presentations, physical models, computer walk-through etc. Comments and suggestions or alternate proposal of the client and his representatives shall be evaluated and suitably incorporated till the concept design is accepted and frozen.
- 2.19 The Consultant shall develop the concept drawings for SLF Bhalswa for submission to all the statutory authorities/bodies, incorporate changes, if suggested by the statutory authorities / bodies and obtain approvals from all regulatory authorities.
- 2.20 The Consultant shall ensure that the various services are suitable and economically designed economically designed without any discrepancies between the structure and finishes, and the requirements of closure of SLF Bhalswa.
- 2.21 The Consultant shall ensure that the nature, position, and appearance of all controls of piped services and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are included. He shall also ensure that the various building/engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of closure of SLF Bhalswa.
- 2.22 The Consultant shall have to co-ordinate with the department and attend meetings with the department as and when required including meeting with the contractors.
- 2.23 The consultant shall prepare the completion drawing and shall obtain completion certificate from local bodies.

### **3.0 SCOPE OF SERVICES**

- 3.1 The consultant shall provide Comprehensive Consultancy Services in the following areas:

#### **Initial Design Data to Be Generated (Field & Lab Investigations) (0-6 Weeks):**

##### **(a) Topographic Survey (0-6 weeks):**



Topographic survey will be conducted for the entire area of the landfill, including the compost plant, upto 100m beyond the boundary of the landfill and up to the outlet point of surface water/ rain water drain outside the dumpsite boundaries.

The boundary of the landfill site will be earmarked as precisely as possible with help of NDMC engineers.

The plan view of the site with all details of existing facilities will be drawn up.

Contours will be generated at every 0.5m intervals vertical and horizontal.

A contour map will be generated.

Steepest slopes will be identified and 8 sections will be generated along these slopes. Gentlest slopes will be identified and 8 sections will be generated along these slopes. The area of waste footprint at base level and at various RLs (5m intervals) will be identified as per G.T.S. benchmark.

The volume of waste on the landfill footprint at base level and above various RLs (5m intervals) will be identified.

Contours for re-profiled slopes will be generated (4 inclinations).

3D drawings / representations of original landfill and re-profiled landfills will be generated. North direction will also be identified and be marked on the drawings.

Cut and fill volumes will be computed for various re-profiled slope inclinations (4 inclinations and sections will be depicted along 10 alignments each).

All spot levels and contours will be provided in soft copy and hard copies (6 sets). All data in soft copy form will be compatible with latest types of CAD software and earthwork software.

Results will be submitted as part of Preliminary Report.

**(b) Fire Spotting Survey (0-6 weeks):**

Fire hotspots may be identified by thermal imagery or by visual / optical means to identify areas requiring immediate attention for fire control. Results will be submitted as part of Preliminary Report.

**C. Preliminary Report (on the basis of topographic survey and fire spotting) (0-8 Weeks) including Preparation of Initial Tender for Construction, Operation and Maintenance of the Landfill:**

The preliminary report should cover the following:

- (a) Results of Topographical Survey and Fire Spotting Survey.
- (b) Fire Control Measures (to be undertaken immediately to stop air pollution)
- (c) Preliminary Layout with all infrastructure facilities (2-3 options).
- (d) Highly aesthetic landfill architecture and landscaping on slopes parallel to the National Highway and other sides (2-3 options).
- (e) Preliminary Slopes and Section.
- (f) Approximate quantity of waste to be moved.
- (g) Approximate amount of additional waste that can be accommodated during closure,
- (h) Phased methodology of waste movement.
- (i) Cover System (MSW Rules).
- (j) Alternate Cover Systems (with equivalence).
- (k) Erosion Control Measures.
- (l) Surface Water Management.
- (m) Leachate Control & Management.
- (n) Gas Control & Management.



- (o) Feasibility of Landfill Mining to recover Gravel-Like & Soil-Like Material for Landfill Cover and quantities involved and other associated material,
- (p) Environmental Monitoring.
- (q) Post Closure Care and Use.
- (r) Preliminary BOQ and Cost Estimate for few alternatives.
- (s) Preparation of initial tender document.
- (t) Submission of Preliminary Report to Owner and Technical Advisor (IIT Delhi) for review,
- (u) Re-submission of Preliminary Report (including Initial Tender Document) after incorporating comments of Owner and Technical Advisor.

**D. Complete Design Data to Be Generated (Field & Lab Investigations) (0-12 Weeks):**

**(a) Soil Investigations:**

16 boreholes, 150mm dia, will be drilled around the perimeter of the base of the landfill at spacing of 150m or less, each down to a depth of 20m or refusal. Sampling / SPT testing will be done at every 1.5m depth interval. Drilling will be without use of bentonite slurry with casing for borehole stabilization. The depth to water table, depth to bedrock, layers of different soil type will be identified along with strength, compressibility and permeability of each layer as well as classification, grain size distribution, Atterberg's limits, densities, water contents, N-values and other standard properties, including organic content, sulphates and chlorides.

**(b) Ground Water Investigations:**

8 representative ground water samples will be collected from alternate boreholes when water table is first encountered and another 8 in the same boreholes when full drilling depth is reached. These will be tested for all drinking water parameters, construction purpose and fire fighting purpose

**(c) Waste Investigations:**

12 boreholes, 150 mm dia will be drilled in the waste, 6 from the top of the landfill and 6 from locations which are mid-height or 20m above the base of the landfill depending on availability of area for locating the drilling rig. Each borehole from the top will be 25m deep or upto refusal. The boreholes located at mid height location must penetrate 5m into the soil beneath the base of the landfill. The data to be generated will be N-values and leachate levels. It will be difficult to get undisturbed samples, but disturbed samples will be obtained used for compositional analysis, grain size distribution and organic content with depth. In each borehole, leachate levels will be recorded at depths where first encountered during drilling as well as after borehole has been drilled to full depth.

**(d) Leachate Analysis:**

6 leachate samples will be collected from alternate boreholes drilled in the waste. They will be tested for drinking water parameters as per standards or leachate standards as per MSW Rules.

Another 4 leachate samples will be collected from the leachate drains on the landfill and analysed for drinking water parameters as per standards or leachate parameters as per MSW Rules.



**(e) Surface Water Analysis:**

Surface water samples will be collected from surface water drain outside the landfill, Bhalswa lake and any other small water bodies puddle around the landfill, two for each location (upto a total of 8 samples).

**(g) Local Air Quality:**

(h)

PM 2.5 and PM 10 values may be determined at 4 locations on the perimeter (one upwind and 3 downwind) for a period of 24 hours on 2 days (apart by a fortnight).

Results of all field & lab investigations listed under 'Design Data to be Generated' (item B above) will be submitted in the form of a report.

**E. Final DPR (to be prepared after final selection of alternatives in Preliminary report and completion of investigations) (12-20 weeks]**

The Detailed Project Report (DPR) will address the design details relating to the following and also give the BoQs and Costing:

- (a) Condition of the Existing Waste Dump
  - i. A topographic map of the waste dump and the profile of the top surface,
  - ii. Area and depth of the waste,
  - iii. Characteristics of the waste with depth (as determined from samples obtained by drilling),
  - iv. Quality of leachate.
- (b) Environmental conditions around the waste dump
  - i. Groundwater quality,
  - ii. Surface water quality,
  - iii. Air quality,
  - iv. Others.
- (c) Stability Aspects
  - i. Stability of Existing Slopes
  - ii. Stability of Re-Profiled Slopes
  - iii. Stability during excavation and re-location of waste.
- (d) Details of Rehabilitation Methodology
  - i. Rehabilitation operations, flow chart of operations and mass balance of materials.
- (e) Details of Landfill Mining, Processing and Utilization of Products
  - i. Venting of gases
  - ii. Draining of leachate
  - iii. Excavation process
  - iv. Drying process
  - v. Separation and sorting
  - vi. Any other processing





- vii. Recycling
  - viii. Recovery of resources - gravel-like and soil-like material, energy, compost, C&D waste, building materials etc
  - ix. Storage/Stockpiling
  - x. Utilization of products
  - xi. Placement of rejects
  - xii. Safety with respect to gas and leachate during mining
  - xiii. Stability of excavated slopes during mining
- (f) Infrastructure Facilities
- i. Fencing
  - ii. Entrance gate
  - iii. Green belt
  - iv. Road
  - v. Surface water main drain
  - vi. Leachate drain / header pipe
  - vii. Gas main / header pipe
  - viii. Weighbridge
  - ix. Office / Laboratory
  - x. Vehicle Parking/Tyre Wash
  - xi. Leachate holding tank and leachate treatment plant,
  - xii. Gas processing / flaring unit
  - xiii. Surface water sedimentation tank
  - xiv. Special areas
- (g) Aesthetics / Landfill Architecture
- i. Details of landfill architecture / landscaping of slopes: vegetative green finish, stone pitching, special facia, alternative cover systems, solar panels etc.
- (h) Cover System Aesthetics / Landfill Architecture
- i. Components as per MSW Rules and MSW Manual
  - ii. Additional Components
  - iii. Equivalence of alternate components
  - iv. Thicknesses of each component
  - v. Minimum specifications of each component
  - vi. Stability of components
  - vii. Long-term irrigation water requirements
  - viii. Details of joints with base liner, pipes protruding through cover etc.
- (i) Cut-off Walls
- i. Whether required or not
  - ii. Type of cut-off wall
  - iii. Thickness and depth
  - iv. Mix design of backfill
- (j) Leachate Collection and Management
- i. Vertical wells, dia, depth, spacing, location
  - ii. Horizontal / inclined wells
  - iii. Leachate collection drains
  - iv. Leachate holding tank
  - v. Leachate treatment plant / methodology



- (k) Gas Collection and Management
  - i. Gas wells, dia, depth, spacing, location
  - ii. Horizontal collection layers/drains
  - iii. Gas processing unit - cleaning, odour control, flaring, waste to energy
  
- (l) Surface Water Drainage System
  - i. Drains at top of capped dump
  - ii. Drains at berms
  - iii. Drains at toe
  - iv. Down-flow channels between berms with energy dissipaters
  - v. Surface water sedimentation tank
  
- (m) Environmental Monitoring
  - i. Ground water monitoring wells
  - ii. Air samplers and sampling points
  - iii. Surface water samplers and sampling points.
  - iv. Settlement / movement devices for top surface and slopes / berms of landfill.
  
- (n) Phased Construction
  - i. Excavation sequence, filling sequence, compaction of waste and placement of waste in six-month phases.
  
- (o) Fire control and Emissions Control during Construction
  - i. Fire Control & smoke Control
  - ii. Odour Control
  - iii. Dust Control
  - iv. Gas Control
  - V. Leachate Control
  - vi. Erosion Control
  - vii. Pests and Rodent Control
  
- (p) Closure and post-closure use
  - i. Construction of aesthetic cover system in phases
  - ii. Establishment of vegetative cover/alternative cover
  - iii. Identification of post -closure use.
  - iv. Requirement of irrigation water.
  
- (q) Post Closure Maintenance
  - i. Cleaning of drains
  - ii. Filling / Re-grading of local settlements
  - iii. Maintenance of vegetation
  - iv. Maintenance of infrastructure facilities
  
- (r) Construction Quality Control
  - i. Quality assurance program for all activities
- (s) BoQs and Capital Costs



- (t) O&M Costs
- (u) Time frame for execution (in the form of Gantt Chart/Bar chart).
- (v) Preparation of Final Tender Document or Modifications in Tender Document already prepared after Preliminary Report based on final BoQs and Costs
- (w) Submission of DPR to North DMC and Technical Advisor (IIT Delhi) for Review
- (x) Re-submission of DPR (including Tender Document) after incorporating comments of North DMC and Technical Advisor.

#### **4.0 Other Services**

##### **4.1 Project Documentation**

- Prepare and submit required number of copies of monthly progress accomplishment reports of the project.
  - Ensure the preparation of AS-BUILT drawings and record all approved deviations and changes in drawings.
- 4.2 Provide any other services not explicitly mentioned but reasonably required for project development.
- 4.3 Site visits will be made by the consultant every fortnightly or as and when required for clarification during execution of the project.

EE (SLF)



### 5.0 TIME FRAME :

S. NO.	Activities	Cumulative Period from the date of commencement (weeks)
1.	Initial Design Data to Be Generated (Field & Lab Investigations) a. Topographic Survey. b. Fire Spotting Survey.	0-6 weeks
2.	Preliminary Report (on the basis of topographic survey and fire spotting)	0-8 weeks
3.	Complete Design Data to Be Generated (Field & Lab Investigations)	0-12 weeks
4.	Final DPR (to be prepared after final selection of alternatives in Preliminary report and completion of investigations)	12-20 weeks

### 6.0 PAYMENT SCHEDULE :

S. NO.	Activities	% of total fee payable	Cumulative %
1.	On Submission of preliminary report	25	25
2.	On Submission of design data (field and lab investigation)	25	50
3.	On Submission of D.P.R.	20	70
4.	On Clearing of all technical queries of North DMC and Contractor (within 3 months of DPR submission)	15	85
5.	Site visits, meetings for clarifications during execution as and when required and after completion of project.	15	100

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## 7.0 FINANCIAL OFFER:

**Name of work: Providing Consultancy Service for Investigation and Design of Bhalswa Landfill Rehabilitation Project at SLF Bhalswa.**

### Schedule of quantities

S. No.	Description of work	Unit	Rate Quoted by the Consultant (in Figures & Word)
1.	<p>(a) Generation of initial Design data (Field &amp; Lab Investigation) by Conducting topographical survey upto 100 meter beyond the boundary of the landfill and upto the outlet point of surface water/rain water drain outside the dump site boundaries &amp; Fire spotting Survey.</p> <p>(b) Preparation of preliminary report including preparation of initial tender for construction, Operation and maintenance of the land fill.</p> <p>(c) Generation of Design Data (Field &amp; Lab Investigation) by Conducting Soil Investigations, Ground Water Investigations, Waste Investigations, Leachate Analysis, Surface water Analysis, Local Air Quality Determination,</p> <p>(d) Preparation of final DPR with BoQs &amp; Costing relating:-</p> <ul style="list-style-type: none"> <li>(i) Condition of the existing waste dump,</li> <li>(ii) Environmental conditions around the waste dump,</li> <li>(iii) Stability Aspects,</li> <li>(iv) Details of Rehabilitations Methodology,</li> <li>(v) Details of Landfill Mining, Processing and Utilization of Products,</li> <li>(vi) Infrastructure Facilities,</li> <li>(vii) Aesthetics/Landfill Architecture,</li> <li>(viii) Cover System Aesthetics/Landfill Architecture,</li> <li>(ix) Cut-off Walls,</li> <li>(x) Leachate Collection and Management,</li> <li>(xi) Gas Collection and Management,</li> <li>(xii) Surface Water Drainage System,</li> <li>(xiii) Environmental Monitoring,</li> <li>(xiv) Phased Construction,</li> <li>(xv) Fire control and Emissions Control during construction</li> <li>(xvi) Closure and post closure use,</li> <li>(xvii) Post Closure Maintenance,</li> <li>(xviii) Construction Quality Control</li> <li>(xix) BoQs and Capital Costs,</li> <li>(xx) O&amp;M Costs,</li> <li>(xxi) Time frame for execution (in the form of Gnatt Chart/Bar Chart,</li> <li>(xxii) Preparation of Final Tender Document,</li> <li>(xxiii) Submission of DPR to North DMC and Technical Advisor for review,</li> <li>(xxiv) Re-submission of DPR (including tender document)</li> </ul>	Per job	Total Consultancy fee including all Govt. taxes as applicable are to be quoted by the consultant.



	<p>after incorporating comments of North DMC and Technical Advisor. as detailed in tender document / scope of work.</p> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Consultancy fee including all Govt. taxes as applicable are to be quoted by the Consultant for estimated cost of the project i.e. Rs.80.51 Crore</li> <li>2. If the actual cost of the project is decreased, the consultancy fees including all Govt. taxes as applicable will be reduced proportionately but in case of increase in the actual project cost, the consultancy charges / services charges shall be restricted to the quoted amount and nothing extra shall be payable.</li> </ol>		
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<b>Rates quoted in figure</b>	
<b>Rates quoted in words</b>	

**The bidder shall quote the price (in figures as well as in words and the same has been covered by transparent tape).**

**Seal of Bidder**

**Date of Submission**

**Signature(s) of Bidder**