



North Delhi Municipal Corporation

**Re-development of Municipal Staff Quarters at
Sector-4, Rohini, Delhi and Sale of Plot measuring
18000 sqm (approx.) on freehold basis located at
Sector-4, Rohini, Delhi**

May 2017

Executive Engineer (Project) – I/ Rohini zone)
North Delhi Municipal Corporation
2nd Floor, Sub Zonal Office Building, Sector-17, Rohini,
Delhi-110085

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For e-Auction

Remunerative Project Cell
North Delhi Municipal Corporation
S.P.M. Civic Centre, J.L.N. Marg,
New Delhi – 110 002



North Delhi Municipal Corporation
Office of the Executive Engineer (Project) - I/Rohini Zone
2nd Floor, Sub-Zonal Office Building
Sector-17, Rohini, Delhi-110085
Ph: 011-27573567

Notice Inviting Tender

NIT No: EE(Proj)-I/Rohini/TC/2016-17/01

Dated: 02.05.2017

1. The Executive Engineer (Project)-I/Rohini Zone on behalf of Commissioner, North Delhi Municipal Corporation invites Technical Bids through manual submission up to **3.00 pm** on **15.06.2017**. Subsequent submission of Financial Bids will be by way of e-Auction by Remunerative Project Cell for the following work:

1	(a) Description of work	Re-development of Municipal Staff Quarters at Sector-4, Rohini, Delhi (the "Project") and sale of Plot measuring 18000 sqm (approx.) on freehold basis located at Sector-4, Rohini, Delhi
	(b) Location of proposed site	North – 18.00 m wide Road South – 9.00 m wide Road East – 30.00 m wide road West – Others property
2	Tender Cost	Rs. 10,000/- in form of demand draft/ banker's cheque issued in favour of "Commissioner, North Delhi Municipal Corporation"
3	Purchase of Tender	Office of Executive Engineer(Project-I), Rohini, 2 nd Floor, Sub-Zonal Office Building, Sector-17, Rohini, Delhi-110085 from 04.05.2017 to 25.05.2017 between 11 am to 4 pm
4	Earnest Money Deposit / Bid Security	Rs. 220.00 lakh (Rs. 2.20 crore) to be submitted in the form of Demand Draft/Banker's Cheque payable at New Delhi and drawn in favour of "Commissioner, North Delhi Municipal Corporation" from any scheduled bank along with Technical Bid.
5	Pre bid/ clarification Meeting	30.05.2017 at 2.00 pm. at the Conference Hall, 4 th Floor, E1 Block, Dr. S.P.M. Civic Centre, Jawahar Lal Nehru Marg, Delhi – 110002.
6	Last date for submission of Technical Bid document (s) with EMD/Bid Security	15.06.2017 upto 03:00 pm
7	Place for submission of Technical Bids	Superintending Engineer (Project) Rohini, First Floor, Sub-Zonal office Building, Sector-17, Rohini, Delhi-110085
8	Eligibility for e-auction:	As mentioned in Eligibility Terms & Conditions available on the websites " www.auctionwizard.in \NORTHMCD" and " www.mcdonline.gov.in " of North D.M.C.
9	Period of availability of application for e- auction and bidding document (s) on North	To be intimated separately



	D.M.C's website "auctionwizard.in\NORTHMCD"			
10	Date & Time of live e-Auction	To be intimated separately		
11	Name of the Contact Person of North D.M.C	Name	Designation	Mobile No.
		Shri A. S. Yadav	Executive Engineer	9717787947
		Shri Sandeep Sharma	Assistant Engineer	9717788548
		Shri Manoj Kumar (for e-auction)	DA (Project) R.P. Cell	8130221011
12	Bid Increment Value	Rs. 50,000/-		
13	Auction processing charges payable by successful Bidder after completion of e- auction.	1.25% of awarded value for complete project for each e-Auction to be deposited with M/s ITI Ltd with following ceiling.: Minimum Cap – Rs. 10,000/- Maximum Cap – Rs. 25,00,000/-		

2. The eligible applicants who have downloaded the tender document and intend to submit the bid are required to pay the cost of document along with an application mentioning the name of contact person, address, telephone number/mobile no. and email ID, in the above manner on or before the last date of sale of bid document. **Downloaded version of the document will be rejected if the tender cost is not submitted on or before the last date of sale of tender.**

Note: The North D.M.C reserves the right to amend/withdraw any of the terms and conditions of the RFP / e-Auction documents or to extend the date of NIT for e-Auction or to reject any or all Bid (s) without assigning any reason. The decision of the North D.M.C in this regard shall be final.

EE(Project)-I/ Rohini Zone



1. Instructions to Bidders

1.1 Invitation of Bids

1.1.1 North Delhi Municipal Corporation ("**North DMC**"), invites responses from eligible business entities in the form of proposal ("**Proposal**"), in order to identify the 'Successful Bidder' (the "**Developer**") through an open, transparent and competitive bidding through e-Auction process for '**Re-development of Municipal Staff Quarters at Sector-4, Rohini, Delhi (the "Project") and sale of Plot measuring 18000 sqm (approx.) on freehold basis located at Sector-4, Rohini, Delhi** in accordance with the terms and conditions set out in the Request for Proposal ("**RFP**") Document.

1.2 Scope of Proposal

1.2.1 North DMC intends to receive proposals from suitable entities in response to the RFP document for the project for re-development of the existing Municipal Staff Quarters Complex situated at Sector-4, Rohini, Delhi in accordance with the requirements as set out in Section-2 of this document. The successful bidder shall be handed over the front portion of land measuring 18,000 sqm (approx.) on free hold basis for which the price shall be quoted by the intended bidders through e-Auction process by registering on www.auctionwizard.in/NORTHMCD after adjustment of cost towards re-development of said Municipal Staff Quarters and nothing shall be paid by North DMC for re-development of Municipal Staff Quarters as per scope defined in Section-2 of this RFP document.

The existing layout plan of the plot is enclosed with this RFP document at Annexure – IV.

1.3 Bidding Process

1.3.1 North DMC intends to follow a two stage bidding process ("**Bidding Process**") for selection of developer for the Project. In the first stage, the bidders shall be required to submit the technical bid manually in the manner described in the RFP document along with Bid Security. In the second stage, the bidders who are found eligible as per 'Eligibility Criteria' on the basis of documents submitted in Technical Bid shall only be allowed to participate in the e-Auction process in accordance with procedure defined in Annexure-I, II & III.

1.3.2 RFP Document follows a two stepped approach comprising:

- 1) **Technical Proposal Phase:** Shortlisting of Technically Qualified Bidders based on eligibility criteria ("**Technically Qualified Bidders**")
- 2) **Financial Proposal Phase:** Evaluation of Price Proposals received through e-Auction from Technically Qualified Bidders ("**Successful Bidder**")

1.4 Eligibility Criteria:

1.4.1 The intended bidder may be any Firm (Registered Proprietorship Firm or Partnership Firm) or a Public Limited Company or a Private Limited Company capable of



entering into contract agreement with the North Delhi Municipal Corporation (North D.M.C) for **"Re-development of Municipal Staff Quarters at Sector-4, Rohini, Delhi"**

- (i) **If the Bidder is proprietor**, the application shall be signed by the sole proprietor in case of proprietary firm or the authorized representative holding the power of attorney of the proprietor with full typewritten names and current address.
- (ii) **If the Bidder is a firm in partnership**, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.
- (iii) **If the Bidder is a Registered Firm or a Limited/ Private Ltd Company**, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The Bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a Public Notary.
- (iv) **Joint Venture /Consortiums are permissible with legal agreement.**

In case the Bids being submitted by a Consortium:

1. There shall be a maximum of 3 (Three) Members in the Consortium including the Lead Member of the Consortium at the time of submission of Bid.
2. Subject to the provisions of clause (i) above, the Bid should contain the information required for each member of the Consortium.
3. Members of the Consortium shall nominate one member as the Lead Member (the Lead Member) who on behalf of the Consortium, shall have the authority to conduct all business for and on behalf of any and all the Members of the Consortium during the e-Auction process and in the event the Consortium is the successful bidder, during signing of the License Deed.
4. All the Partners in the JV must jointly meet the terms and conditions for Eligibility.
5. No change in composition of the Consortium shall be allowed between the Bid Due Date and the date of issue of Letter of Award.
6. The Bid must contain a Memorandum of Understanding (MoU) entered into between the Consortium Members. Each Member of the Consortium shall duly sign the MoU, making each of the Consortium Members liable for their respective roles and commitments relating to the technical and financial requirement of the project. In the absence of such a document, the Bid shall not be considered for evaluation and will be rejected. The



MoU entered into between the members of the Consortium must be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered as non-responsive. The MoU shall not be amended without the explicit approval of the North D.M.C. The MoU shall Inter alia:

- (a) Clearly outline the role and responsibilities of each member at each stage;
- (b) Provide details of the minimum equity stake to be held by each member.
- (c) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for execution of the Project in accordance with the terms of the Agreement.

1.4.2 The applicant individually or jointly, in case of joint venture, should have satisfactorily completed three construction works of similar nature each costing not less than **Rs. 24.00 crore** or two works each costing not less than **Rs. 36.00 crore** or one work costing not less than **Rs. 48.00 crore** during the last seven years ending last day of the month of April 2017 with some Central Government Department/State Government Department/ Autonomous Body/ Public Sector Undertaking/ City Development Authority/Municipal Corporation / Private Institutions of repute/ Self Developed Project. In case, the quantum of work in respect of experience under this clause is submitted in terms of 'Area of Construction' for similar work, the value of work executed shall be reckoned in Rupees after calculating at the rate of Rs. 25,000/- per sqm (Rupees Twenty Five Thousand per sqm) for the purpose of evaluation.

- In case of work executed for Government Departments, attested copies of certificate for satisfactory completion of works issued by an officer not below the rank of Executive Engineer, to be attached.
- In case the work is executed for private client, copy of work order, bill of quantities, bill-wise details of payment received certified by C.A., T.D.S certificates for all payments received shall be submitted in addition to the completion certificate.
- In case of self-developed project, the self attested copy of sanctioned building plan and completion plan by the competent authority shall be submitted. In addition, the copy of financial statement of the corresponding period certified by CA revealing the expenditure details in respect of construction of said project shall be submitted.

Note: Similar works means work of construction of Residential/Semi residential/Commercial/ Academic/ Office Complex/ Hospital Building Complex/ A Multipurpose Campus with multiple buildings / Airport Terminal Building / Railway Station Building involving civil & electrical work. 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 tenders.



- 1.4.3 Should have had average annual financial turnover of Rs. 30.00 crore on composite construction works involving civil & electrical works during the last three years ending 31st March 2017.
- 1.4.4 Should not have incurred any loss in more than two years during the last five years ending 31st March 2017.
- 1.4.5 The Bidder shall have a minimum Net Worth or aggregate Net Cash Accruals (the "**Financial Capacity**") of Rs. 55.00 Crore (Rupees Fifty Five Crore) as at the financial year closing on 31st March 2017. The Proposal must be accompanied by the Solvency Certificate from the Scheduled Bank and Audited Annual Reports of the Bidder (of only One Member whose financial credentials are being put forth, in case of a Consortium) for the last 3 (three) financial years ending 31st March 2017.
- 1.4.6 **No Pending Dues:** The Bidder should not have any pending dues recoverable by **erstwhile MCD or North DMC**. The Bidder must give an undertaking in this regard.
- 1.4.7 **Not Blacklisted/ Debarred:** The Bidder should not have been blacklisted or debarred from future tendering in the **erstwhile MCD/ North DMC/ any of the Central Government or State Government Departments/PSUs/Local Bodies**. The Bidder must give an undertaking in this regard.
- 1.4.8 The applicants/their architect should be familiar with Unified Building Byelaws 2016 of Delhi, Master Plan of Delhi 2021 amended to date and other relevant rules and regulations, Plinth Area Rates, Delhi Schedule of Rates, CPWD Specifications, National Building Code and other relevant codes etc.

1.5 Minimum Reserve Price

The Minimum Reserve Price (MRP) for the sale of plot is Rs. 160.50 (Rupees One Crore Sixty Lakh Fifty Thousand only) after considering deduction of cost for construction of 400 staff quarters for municipal employees for which no payment shall be made by North DMC. To avoid any doubt, the successful bidder shall be required to deposit the amount quoted and approved in lieu of sale of plot measuring 18,000 sqm and shall undertake the re-development of the existing Municipal Staff Quarters Complex situated at Sector-4, Rohini, Delhi free of cost as per provisions described in 'Section 2: Project Description & Construction Requirements'. In addition, the successful bidder shall also deposit an amount of Rs. 1.67 crore to North DMC towards the value of serviceable material retrieved from dismantling of existing old structure.

1.6 Purchase & Submission of bids

- 1.6.1 The tender documents can be purchased from the office of Executive Engineer(Project-I), Rohini, 2nd Floor, Sub-Zonal office building, Sector-17, Rohini, Delhi-110085 on payment of Rs. 10,000/- (Rupees ten thousand only) (non-refundable) in the form of demand draft/ banker's cheque issued in favour of "Commissioner, North Delhi Municipal Corporation" on all working days, between 11 am to 4 pm from 04.05.2017 to 25.05.2017. The eligible applicants who have downloaded the tender document and



intend to submit the bid are required to pay the cost of document along with an application quoting the name of contact person, address telephone number/mobile no. and email ID, in the above manner on or before the last date of sale of bid document. **Downloaded version of the document will be rejected if the tender cost is not submitted on or before the last date of sale of tender.**

The interested and eligible bidders who fulfil the above minimum eligibility criteria shall be required to submit the technical bid manually in the manner described in the RFP document along with Bid Security of Rs. 220.00 lakh (Rupees Two Crore Twenty Lakh only) in the form of a Demand Draft/ Banker's Cheque from any scheduled bank drawn in favour of "Commissioner, North DMC", and other requisite documents by 15.06.2017 upto 3:00 PM in the office of Superintending Engineer(Project), Rohini, 1st Floor, Sub-Zonal Office Building, Sector-17, Rohini, Delhi-110085. **Any bid not accompanied by Bid Security and Tender Cost shall be rejected.** The bidders who are found eligible as per 'Eligibility Criteria' on the basis of documents submitted in Technical Bid shall only be allowed to participate in the e-Auction process in accordance with procedure defined in Annexure-I, II & III.

- 1.6.2 The North DMC reserves the right to amend/ withdraw any of the terms and conditions in the tender document or to reject any or all tenders without giving any notice or assigning any reason thereof. The decision of North DMC in this regard shall be final and binding on all.
- 1.6.3 Any wrong or misleading information will lead to disqualification.
- 1.6.4 **Sealing and Marking the Technical Proposal**

The Technical Bid shall be submitted in sealed envelope clearly super scribing/mentioning on the envelope '**Technical Bid**' for "**Re-development of Municipal Staff Quarters at Sector-4, Rohini, Delhi**", before the due date and time, and should be addressed to **Superintending Engineer (Project) Rohini, 1st Floor, Sub-Zonal Office Building, Sector-17, Rohini, Delhi-110 085**. The envelope shall contain the eligibility documents as mentioned in the 'Eligibility Criteria', such as Bidder's Description Format, Financial Information, details of experience and other details in Format T-I to T-VIII, Bid Security, Tender Cost (if downloaded from North DMC website). In addition Certificate of Incorporation, copy of PAN Card of the firm, other supporting documents & RFP document duly signed on each page are also to be submitted along with Technical Bid in the same envelope.

The bidder shall also submit along with Technical Bid, a tentative layout of plan which they propose to undertake in respect of 'Re-development of Municipal Staff Quarters'.

- 1.6.5 **Financial Proposal**

- a) The Financial Bid shall be submitted by way of e-Auction process by the bidders who are found eligible as per 'Eligibility Criteria' on the basis of documents submitted in Technical Bid. For this purpose, the bidders shall be informed in writing whether they are eligible or not for participating in the e-Auction Process. The eligible bidders shall



follow the procedure defined in Annexure-I, II & III for participating in e-Auction process.

- b) The tender documents required to be submitted manually shall be signed, along with date and witnessed in all places provided for in the documents. All corrections/deletions/scoring out/over writing shall be initialled. Any corrections made in the tender documents by the bidder shall be made in ink only and not by using correcting fluid, and should be duly authenticated. Every page of the RFP document shall be initialled by the bidder, and submitted back as a token of having accepted the laid down terms and conditions.
- c) Conditional tenders shall not be entertained and shall be summarily rejected.

1.6.6 **Opening of Bids**

The Technical Bid shall be opened on 15.06.2017 at 3:30 pm in the office of **Superintending Engineer (Project) Rohini, 1st Floor, Sub-Zonal Office Building, Sector-17, Rohini, Delhi-110 085** in the presence of intending bidders. The bidders who are found eligible as per 'Eligibility Criteria' on the basis of documents submitted in Technical Bid shall only be allowed to participate in the e-Auction process in accordance with procedure defined in Annexure-I, II & III.

1.6.7 **Bid Security**

- a) All prospective bidders are required to submit a Bid Security for an amount equal to Rs. 220.00 lakh along with the tender.
- b) This Bid Security shall be in the form of a Demand Draft/Banker's Cheque payable at New Delhi and drawn in favour of "Commissioner, North DMC" from any scheduled bank. Tenders, which are not accompanied by the Bid Security/ Tender Cost shall be rejected.
- c) The Bid Security of the bidders except that quoting the highest price shall be returned without any interest preferably within one month after completion of e-Auction process.
- d) The Bid Security will be forfeited on account of one or more of the following reasons:
 - The bidder withdraws his bid during the period of bid validity.
 - In case the successful bidder, either fails to sign the agreement and furnish performance guarantee in time.
 - The successful bidder would be required to sign the agreement and furnish the Performance/Service Guarantee. The Bid Security of the successful bidder may be adjusted in the Performance Guarantee by depositing the difference in amount of Performance Guarantee/Security.
 - Furnishing of any wrong information, misrepresentation or concealment of facts.

1.6.8 **Pre-Bid Meeting**

The pre-bid meeting will be held at Conference Hall, 4th Floor, E-1 Block, Dr. S.P.M. Civic Centre, Jawaharlal Nehru Marg, New Delhi – 110002 on 30.05.2017 at 2:00 pm.



1.6.9 **Validity of the Proposal**

Bids shall be valid for a period of 180 days from the last date of completion of e-Auction process.

1.6.10 **Late Bids**

Bidders are advised in their own interest to ensure that the Tender Document reaches the specified office well before the closing date and time of the bid submission. Any bid received after the dead line for submission shall be rejected and returned unopened.

1.6.11 **General Conditions**

- I. The Bidders can satisfy themselves by conducting field inspection of the site, area, location, condition of the site etc. and no claim whatsoever shall be entertained in this regard at later stage.
- II. Each tenderer shall submit only one tender either himself or as a Lead Partner/ Lead Constituent in a joint venture/ consortium for the work. The tenderer who submits more than one tender for the same work or submits tender not as a lead partner will be disqualified.
- III. In case of default, breach or non-compliance of any of the terms and conditions of the bid or mis-representation by the Bidder, the amount already deposited shall be forfeited and the agreement shall be liable to be cancelled and the said Bidder shall not be entitled for any compensation whatsoever.
- IV. Any bid/offer can be rejected by the Commissioner, North Delhi Municipal Corporation at any point of time without assigning any reason thereof. In such cases, no interest shall be paid on the amount deposited by the Bidder till that point of time.
- V. In case, the highest Bidder withdraws during the bid process the entire amount deposited till then shall be forfeited.
- VI. The developer shall mandatorily be required to follow the provisions of 'Real Estate Regulatory Act, 2016' and any other prevalent Laws in this regard enforced from time to time.

2. Project Description & Construction Requirements for Staff Quarters for Municipal Employees

2.1 General

North DMC intends to re-develop the existing Municipal Staff Quarters Complex situated at Sector-4, Rohini, Delhi. Presently, there exist 384 staff quarters occupied by municipal employees, one barat ghar etc. on land measuring 24,605 sqm. The land use of the plot is 'Residential Group Housing'.

In the process of re-development, initially the developer shall be required to construct 400 staff quarters in the portion consisting of rear side of clear land and Bharat Ghar portion in an area of 6605 sqm with an FAR of 300 and ground coverage of 33%. The total built up area allowed on the entire plot shall be 73,815 sqm including 7380 sqm



commercial and 7380 sqm area for community services. Out of this area, 17,815 sqm for residential and 2000 sqm for community services shall be constructed by the developer for North DMC on the portion of plot measuring 6605 sqm. The municipal employees shall be shifted to the new building and thereafter the possession of the remaining land, after demolition of the existing staff quarters, shall be handed over to the developer in phases. The demolition of old existing structure on the entire plot measuring 24,605 sqm shall be carried out by the developer and the debris/malba/unserviceable material shall be disposed of by the developer to the SLF site at Bhalswa and / or C&D waste processing plant being operated by IL&FS Environmental Infrastructure & Services Ltd (IEISL). The tipping fee, if any, shall be paid by the developer for dumping of waste at these locations. The serviceable material retrieved during dismantling shall be disposed off by the developer at their liberty, for which no payment shall be made by North DMC. However, the developer shall be required to deposit the amount of Rs. 1.67 crore to the North Delhi Municipal Corporation on account of the cost of serviceable material retrieved from the dismantling of the existing old structure in accordance with clause 4.1.

The front portion of land measuring 18,000 sqm shall be given to the developer in phases as per availability against the deposit of amount with North DMC as per the rates quoted by the developer and accepted by the North DMC in proportion to the transfer of land. The land measuring 18,000 sqm intended to be transferred to the developer may also be handed over to the developer before completion of staff quarters in case the developer opts for arranging transit accommodation at his own cost for shifting of employees from existing staff quarters and the same are vacated.

The developer shall formulate the re-development scheme on the entire land of 24605 sqm as per provisions of MPD-2021/Zonal Development Plan/UBBL-16 and obtain necessary clearance/approvals whenever required. The development plan on 6605 sqm area for 400 staff quarters and community services consisting of 17,815 sqm and 2000 sqm built up area respectively, shall be prepared in consultation with concerned officers of North DMC. The stilt portion and basement shall be free from FAR. The composite building plan shall be submitted for sanction by the developer in the joint signature of designated officer of North DMC i.e., the owner of the property/land till the execution of conveyance deed in respect of portion of land to be transferred to the developer provided the entire payment is made by the developer as well as 400 staff quarters are completed.

While formulating the re-development scheme, the developer shall make all efforts to design the components of the scheme in such a way that would be

- structurally safe and convenient design
- environmentally the most friendly and aesthetic structure.



2.2 Design Requirements

The Re-development Plan shall conform to the relevant provisions in the Delhi Master Plan 2021, Unified Building Bye-laws 2016 of Delhi and approved Development Control Norms. The codes and standards applicable for the design in respect of Building Works and Electrical System of the Project are given below:

- i. Central Public Works Department Specifications (CPWD);
- ii. Bureau of Indian Standards (BIS);
- iii. National Building Codes (NBC); and
- iv. CPWD Specifications on fire fighting and fire alarm systems
- v. Scheme approved for Fire fighting requirements by Delhi Fire Services

The structural design of the Building including other components of the Project shall be got done from structural consultant of repute having adequate experience in the field and shall be got proof checked from IIT, Delhi or IIT, Roorkee. The charges towards structural design and its proof checking shall be borne by the developer and no reimbursement shall be made by North DMC. The building shall be provided with adequate fire safety measures in accordance with the recommendations of the Delhi Fire Services.

2.3 Specifications

The civil construction work shall be carried out as per C.P.W.D. Specifications 2009 volume I & II with upto date correction slips except where otherwise specified by the manufacturer. For electrical works, CPWD Specification 2013, Part-I (Internal) & 1994 Part-II (external), part-IV- Sub-stations amended up to date shall be strictly adhered to. The developer shall also comply with provisions of Indian Electricity Rule 1956 and Indian Electricity Act 1910 amended up to date. In the absence of all, the decision of Engineer –in– Charge as per sound engineering practices shall be final.

2.4 Construction Requirements, Material Specifications and other parameters

The developer shall strictly adhere to the following specifications/parameters/instructions while preparing and implementing the re-development scheme of 400 staff quarters:

- i. Each staff quarter shall have the plinth area not greater than 430 sqm each.
- ii. Each block shall have one stilt and one basement for parking and have access through lifts as well as staircase.
- iii. The staircase shall be of adequate width and height conforming to the fire safety requirement and shall have sufficient natural ventilation.



- iv. Two lifts of capacity of 12 persons each shall be provided in each block of which at least one should be of adequate size required for transferring the patient on stretcher in case of emergency. The passenger lift shall be any of the OTIS, SHEINDLLERS, JOHNSON, KONE make.
- v. The design mix of RCC shall not be less than M-25 and shall comply the provisions of prevailing IS: 456.
- vi. The developer shall have to make arrangements for water & electricity at their own cost and nothing shall be paid on this account.
- vii. The stilt portion & basement shall be provided with flamed granite stone flooring and the height of dado shall be upto 7'-00".
- viii. The staircase and common passages shall be provided with kota stone flooring and dado of ceramic tiles of minimum size 300x300mm upto 7'-00" height.
- ix. The living room shall be provided with 600x600mm ceramic floor tiles of Kajaria/Somany/Orient brand. The other rooms shall be provided with kota stone flooring of stone size at least 18" x 22" size with skirting.
- x. The windows shall be of powder coated aluminium with M.S. Grill of approved design, doors water proof anti-termite flush door shutters with T-iron frame and provided with enamel paint as approved by the Engineer-in-Charge.
- xi. The Bathrooms & Kitchen shall be provided with ceramic wall tiles and kota stone flooring. One kitchen sink of 24" x 18" shall be provided in the kitchen. The necessary pipeline for Piped Natural Gas (PNG) shall be provided by the developer in the kitchen in consultation with IGL.
- xii. The drawings for sanitary/water supply installation shall be got approved from the Engineer-in-Charge. PVC pipes of Prakash brand or equivalent shall be provided for sanitary installations and CPVC pipe of Tata brand shall be provided for water supply arrangements. The bib cocks, pillar taps and other accessories shall be of Hindware brand. Two bathroom cum toilets shall be provided in each quarter with one Indian type Orissa pattern WC one European type WC with cisterns of Hindware make. Each bathroom shall be provided with one wash basin of Hindware make. A separate PVC water storage tank of Sintex brand shall be provided for each quarter with separate meter connection.
- xiii. The terrace shall be provided with polished Kota stone flooring with a pattern of white mosaic flooring as approved by the Engineer-in-Charge.
- xiv. The internal walls shall be painted with oil bound distemper of required colour over a prepared base with POP and necessary priming coat.
- xv. The outer walls of the building shall be permanent finish with Madrasi dana of approved colour & pattern or equivalent as decided by the Engineer-in-Charge.
- xvi. All electric drawings/fittings specifying the make of the products shall be got approved from Engineer-in-charge. The provision for separate electric meter shall be made for each quarter.
- xvii. All electrical / water / sanitary fittings shall be concealed except in case of shaft.



- xviii. The underground water tank of adequate capacity as per design shall be constructed by the developer and pumps conforming to BIS standards shall be provided to uplift the water to the overhead tank.
- xix. The developer shall be required to maintain the lifts & pumps installed for pumping out water for a period of 10 years at their own cost.
- xx. OPC grade cement of approved brand such as Binani, Ultratech, JK etc. shall be used in all work. In case of non-availability of OPC cement, PPC cement may be allowed for brick work/plaster work by the Engineer-in-Charge if request is made in this regard by the developer.
- xxi. The developer shall arrange for water connection from Delhi Jal Board and electric connection from Tata Power Delhi Distribution Ltd. All the expenses on these accounts shall be borne by the developer including laying of pipes, valves, cables, transformers etc.

Note: Any deviation/ variation in material and specifications as above and/or any material and specification not covered in clause 2.4 and necessarily required to be executed shall be got approved by the developer from the Engineer-in-Charge.

2.5 Time of Completion

The developer shall prepare and submit the re-development plan to North DMC within one month from 15th day of issue of letter of acceptance of the offer to the bidder by the North DMC. The developer shall submit the structural drawings duly proof checked as mentioned elsewhere in this document within two months after approval of re-development plan by North DMC. The developer shall take up the shifting of services, if required, and shall obtain necessary approvals from the concerned agencies within 6 months from handing over the land to the developer. The actual date of start will be reckoned from six months from the date of handing over the land to the developer or obtaining all the necessary approvals from concerned agencies whichever is earlier. The time of completion (TOC) for construction of 400 staff quarters with other development works within 6605 sqm area shall be 30 months from the handing over of land to the developer by the North DMC.

The developer shall submit the construction schedule not exceeding the stipulated time of completion as mentioned above in the form of Microsoft Project Management Software/Prima Vera/Excel File.

2.6 Clearances and approvals

The developer shall be responsible to obtain necessary approvals and clearances from departments like DDA, DJB, TPDDL, DUAC, Delhi Fire Services, DPCC and North DMC wherever required. The developer shall also be responsible for shifting of services and cutting of trees, if any falling within the plot, from the concerned government department with due permission if any required and in the manner stipulated by the relevant Government department. The cost towards obtaining approvals/clearances/shifting of services/ cutting of trees etc. shall be borne solely by the developer. The North DMC shall grant/assist in obtaining all such approvals, permissions and authorisations which the developer may



require or is obliged to seek from North DMC, in connection with implementation of the Project and the performance of its obligations.

2.7 Monitoring by North DMC & Third Party Quality Assurance Agency and Testing of Samples

The work of 'Re-development of Municipal Staff Quarters at Sector-4, Rohini, Delhi' shall be supervised by the Engineer-in-Charge and his team deputed for the purpose or his authorized representative/s. In addition, the work shall be got checked by one of the following third party quality assurance agencies as decided by the Chief Engineer, North DMC. The payment towards checking and testing by outside third party quality assurance agency, cost of material and cartage of material to the lab shall be borne by the developer.

The names of third party agencies are:

1. CRRRI(Central Road Research Institute), Mathura Road, Delhi
2. IIT Delhi (Indian Institute of Technology, Delhi)
3. NCCBM (National Council for Cement & Building Materials)

The samples of material for mandatory tests shall be got tested in North DMC Lab free of cost. If during the testing of material by North DMC Lab, the sample of material is found below specification, the cost of re-testing charges along with cost of material and cartage of material to the lab shall be borne by the developer. In addition, the mandatory testing shall also be carried out at the site lab to be provided by the developer at his own cost.

In special circumstances, the sample of materials may also be got tested from the following outside laboratories other than municipal lab/the labs of above third party agencies at the discretion of Engineer-in –Charge for which the charges of material, cartage to the laboratory and testing shall be borne by the developer:

- a) Sriram Institute for Industrial Research
- b) National Test House, Ghaziabad
- c) MSME Lab Okhla

2.8 Site Laboratory

The Developer shall set up at his own cost a fully equipped testing laboratory with facilities and equipments for concrete mix design, cube testing, setting time of cement, fineness of cement, silt content in fine aggregate, pH of water, sieve analysis, hardness index of aggregate, aggregate crushing strength, aggregate impact value etc. The personnel in the testing laboratories shall be suitably qualified to perform the services required in connection with the quality control envisaged in Technical Specifications and quality assurance program. The cost of equipment, consumables, manpower and accommodation shall be borne by the Developer.

2.9 Site office and facilities

- (a) The Developer shall provide at its own cost a Site Office at the Site of Municipal Staff Quarters with suitable provisions for communication and seating of its officials and North DMC officials till completion of project. The site office shall be provided with air conditioners and proper toilet facility.



- (b) The Developer at its own cost shall equip the Site Office with two sets of computers, one laptop (networked) with software loaded namely Windows-7 or any updated version, MS Office, AutoCAD etc. with internet/wi-fi connectivity and two laser black and white printers of which at least one to print A-3 size, one LED of minimum 50" size for presentations and necessary stationary etc.

3. Definitions:

(1) The 'Contract' means the documents forming the RFP document and acceptance thereof and the formal agreement executed between the competent authority on behalf of the North DMC and the Developer, 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' or '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 as mentioned in clause 1.2, Scope of Proposal.

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 'Developer' shall mean the individual, firm or company, all constituents in case of JV whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm, company or JV, or the successors of such firm, company or JV and the permitted assignees of such individual, firm, company or JV.

IV. The 'NDMC' or 'North DMC' means the North Delhi Municipal Corporation, a body formed under the Delhi Municipal Corporation Act, 1957 including upto date amendments and includes any other authorities, agencies and instrumentalities functioning under the direction for the control of the North Delhi Municipal Corporation and its administrators, successors and permitted assigns.

V. The 'Engineer - in - Charge' means the Engineer / Officer who shall supervise and be in-charge of the work.



4. Conditions regarding transfer of Plot measuring 18000 sqm to Developer

4.1 Payment of Sale Price by the Successful Bidder

The successful Bidder will be informed in writing about the acceptance of their bid/ offer by the authorized officer of North DMC. The successful Bidder shall have to deposit 15% of the accepted price (Less the amount of Bid Security of Rs. 220.00 lakh) and an amount of Rs. 1.67 crore towards the value of serviceable material retrieved from dismantling of existing old structure with North DMC, within 15 days from the date of receipt of such letter of acceptance of their bid/ offer, in the form of Demand Draft/ Pay Order issued by a Scheduled Bank, drawn in favour of the "Commissioner, North Delhi Municipal Corporation" and payable at New Delhi.

The balance 85% of the accepted price will be paid by the successful Bidder, in phases in proportion to the area of land available which would have been vacated after shifting of employees from existing quarters to newly constructed quarters or to the transit accommodation during the period of construction as the case may be as defined in clause 2.1 and the same shall be paid by the developer to the North D.M.C, in the form of A/c Payee Demand Draft/ Pay Order, issued by a Scheduled Bank, drawn in favour of the "Commissioner, North Delhi Municipal Corporation" and payable at New Delhi.

4.2 Possession of Plot

The front portion of land measuring 18,000 sqm shall be handed over to the developer in phases as per availability against the deposit of amount with North DMC as per the rates quoted by the developer and accepted by the North DMC in proportion to the transfer of land.

4.3 Power and Water Connection and other Taxes/Chagres

After the possession of the plot is handed over to the successful Bidder, it shall be the responsibility of the successful Bidder to make arrangements for electrical, and water requirements. The successful Bidder shall also be responsible to pay all fees, taxes, charges, assessments and other levies of whatsoever nature payable to the Government or Municipal or Local Bodies or other statutory authorities/ bodies concerned in connection with the **"Re-development of Municipal Staff Quarters at Sector-4, Rohini, Delhi"**.

The successful Bidder shall be responsible for payment of property tax towards the building constructed on the portion of the plot handed over to the successful bidder i.e. 18000 sqm or any other statutory tax prevailing from time to time and all utility charges.

4.4 Conveyance Deed

Subsequent to deposition of full payment by the successful Bidder to North DMC as well as completion of 400 staff quarters, the successful Bidder shall be required to execute the Conveyance Deed in the format prescribed in **"Format – I"** as part of the RFP document and get the same registered at their own cost. The sale deed duly stamped



shall be registered within a period of one month from the date of making full payment to the North DMC. One copy of the sale deed duly registered by the purchaser shall be handed over to the department. The stamp duty and registration charges in this regard shall be borne by the successful Bidder/purchaser.

4.5 Sale of Commercial Area by the Developer

The developer may advertise, undertake marketing or make bookings for the Commercial Area/Commercial Premises and/or receive advances from Third Parties in respect of proposed development on 18000 sqm land only after commencement of construction of staff quarters for municipal employees subsequent to sanctioning of layout/building plan and having obtained necessary clearances / approvals from respective agencies as mentioned elsewhere in the document. The amount thus received shall be deposited in a joint escrow account of North DMC & the Developer till the execution of Conveyance Deed. After execution of Conveyance Deed, the North DMC shall cease to be the joint account holder.

5. General conditions of Contract for Construction of Staff Quarters for Municipal Employees

5.1 Performance Security

5.1.1 The successful Bidder shall submit an irrevocable Performance Security for an amount of Rs. 300.00 lakh in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within period of 15 days from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum of 15 days on written request of the developer stating the reason for delays in procuring the Performance Security to the satisfaction of the Engineer-in-Charge. This Security shall be in the form of Deposit at Call receipt of any scheduled bank/ Banker's Cheque of any scheduled bank/ Demand Draft of any scheduled bank/ Pay Order of any scheduled bank or Government Securities or Fixed Deposit Receipts or Bank Guarantee issued by any Scheduled Bank in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the developer to the NORTH DMC as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the developer and the developer shall forthwith on demand furnish additional security to the NORTH DMC to make good the deficit.

5.1.2 The Performance Security shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the developer shall get the validity of Performance Security extended to cover such enlarged time for completion of work. The Performance Security shall be returned to the developer, without any interest not before the expiry of six months after recording of the completion certificate for the work by the competent authority which will contain the actual date of completion of the work and handing over of the staff quarters/community hall/any other structure developed for North DMC by the developer to the respective municipal employee/allottee/concerned representative of the North DMC in good condition, whichever is later. Provided



further that the developer shall be required to submit 'Maintenance Period Performance Security' of Rs. 30.00 lakh in the manner described in (a) above which shall be kept valid by the bidders until 10 years from the date of completion of project. The 'Maintenance Period Performance Security' shall be returned to the developer at the expiry of 10 years after completion date without any interest after making good the dues if any in case the developer fails to maintain the services as required under the RFP document and North DMC is compelled to make expenditure on account of maintaining the services

- 5.1.3 The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the NORTH DMC is entitled under the contract (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of:
- i) Failure by the developer to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - ii) Failure by the developer to pay NORTH DMC any amount due, either as agreed by the developer or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

In the event of the contract being determined or rescinded under provision of any of the Clause/ Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Commissioner, North DMC.

- 5.2 Sales Tax, Purchase Tax, Service tax or any other tax on material in respect of this contract shall be payable by the Developer and North DMC will not entertain any claim whatsoever in respect of the same.
- 5.3 The Developer shall give a list of North DMC employees related to him.
- 5.4 The work to be carried out under the Contract shall, except as otherwise provided in the RFP document, include demolition of existing structures, shifting of existing services, site survey, Total Station survey, architectural planning, structural design, making presentations whenever required, all labour, materials, tools, plants, equipment and transport and other incidental works which may be required in preparation of and for and in the full and entire execution and completion of the works.

5.5 Compensation for Delay

If the developer fails to maintain the required progress in terms of RFP document 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 NORTH DMC on account of such breach, pay as agreed compensation at the rate of Rs. 20 lakh per month to be calculated on the period of delay attributable on the part of developer on per day basis subject to maximum of Rs. 2.40 crores.



5.6 Measurement of work

The successful bidder shall not be paid any amount by North DMC in respect of work executed for **'Re-development of Municipal Staff Quarters at Sector-4, Rohini, Delhi as per scope, design requirements & specifications** as defined in Section-2 of RFP document. However, all the measurements of all items executed at site in relation to this work shall be entered by the developer and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the developer or his authorized representative from time to time, during the progress of the work, shall be got checked by the developer from the Engineer-in-Charge or his authorised representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the developer for incorporating the corrections and for resubmission to the Engineer-in-Charge duly signed by the developer or their representatives in token of their acceptance. The developer shall submit the computerized measurement sheets duly bound in respect to the work done during the previous month by 10th day of every month.

5.7 Completion Certificate and Completion Plans

Within ten days of the completion of the work, the developer 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 developer with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects to be rectified by the developer shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the developer 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 developer or his developer(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 developer has obtained the necessary approvals/ clearances/NOCs from the concerned agencies as required otherwise. If the developer 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 and obtain the necessary approvals/ clearances/ NOCs on or before the date fixed for the completion of work, the Engineer - in - Charge may at the expense of the developer remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the developer shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.



5.8 Developer to Keep Site Clean

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 developer 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 developer through any other agency and the expenditure incurred on this account shall be recovered from the performance security of the developer. Before taking such action, the Engineer - in - Charge shall give ten days notice in writing to the developer.

5.9 Completion Plans to be Submitted by the Developer

The developer shall submit completion plan as required vide General Specifications for Electrical works (Part -I Internal) 2013 and (Part - II External) 1994 as applicable within thirty days of the completion of the work.

In case, the developer fails to submit the completion plan as aforesaid, he shall be liable to pay a sum as may be fixed by the Superintending Engineer concerned subject to ceiling of Rs. 20,000 (Rs. Twenty Thousand Only) and in this respect the decision of the Superintending Engineer shall be final and binding on the developer.

5.10 Material to be provided by the Developer

The developer shall, at his own expense, provide all materials, required for the works.

The developer 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 approved in advance. All such materials to be provided by the developer shall be in conformity with the specifications laid down or referred to in the contract. The developer 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 developer in writing whether samples are approved by him or not. If samples are not approved, the Developer 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 developer 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 developer 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 developer shall, at his risk and cost make all arrangements and shall provide all facilities as the Engineer - in - Charge may require 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 - Charge 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 authorised 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 developer 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 developer, 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 Developer.

5.11 Dismantled Material and material recovered during excavation

All unserviceable materials obtained during dismantling of the existing structure of staff quarters/barat ghar or any other structure existing at site shall be disposed off by the developer at SLF Bhalswa and/ or C&D waste processing facility at Burari. The serviceable material retrieved during dismantling shall be disposed off by the developer at their liberty, for which no payment shall be made by North DMC.

However, any material recovered during excavation of the site of 'Construction of Municipal Staff Quarters' will be treated as North D.M.C's property and such materials shall be disposed of to the best advantage of North D.M.C. according to the instruction in writing issued by the Engineer - in - Charge.

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

The developer 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 developer 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 developer 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 developer 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 developer shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

5.13 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 developer 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 developer, either himself be present to receive orders given to the Developer's agent shall be considered to have the same force as if they had been given to the developer himself. If it shall appear to the Engineer - in - Charge or his authorised subordinates in charge of the work or to the Superintendent 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 developer 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 event of the failing to do so within a period specified by the Engineer - in - Charge in his demand aforesaid, then the developer 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 developer. Decision of the Engineer - in - Charge to be conveyed in writing in respect of the same will be final and binding on the developer.

5.14 Developer Liable for Damages, defects during maintenance period.

If the developer or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within six months after a certificate final or otherwise of its completion shall



have been given by the Engineer - in - Charge as aforesaid arising out of defect or improper materials or workmanship the developer shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer - in - Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the developer, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The performance security deposit of the developer shall not be refunded before the expiry of six months after the issue of the completion certificate or till the staff quarters/community hall/any other structure developed for North DMC are handed over by the developer to the respective municipal employee/allottee/concerned representative of the North DMC in good condition, whichever is later.

5.15 Ensuring Payment and Amenities to Workers if Developer fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Control Labour (Resolution and Abolition) Central Rules, 1971, N.D.M.C. is obliged to pay any amounts of wages to workman employed by the developer 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 N.D.M.C. Developer's Labour Regulations, or under the Rules framed by N.D.M.C. from time to time for the protection of health and sanitary arrangements for workers employed by N.D.M.C. Developers, N.D.M.C. will recover from the developer the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the N.D.M.C. under Sub - section (2) of Section 20, and Sub - section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, N.D.M.C. shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by N.D.M.C. to the developer whether under this contract or otherwise N.D.M.C. 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 developer and upon his giving to the N.D.M.C. full security for all costs for which N.D.M.C. might become liable in contesting such claim.

5.16 Labour Laws to be complied by the Developer

The developer 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 developer 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.



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

5.17.1 Payment of Wages:

(i) The developer shall pay to labour employed by him either directly or through sub - developers, wages not less than fair wages as defined in the C.P.W.D. Developer's Labour Regulations or as per provisions of the Developer Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulations and Abolition) Central Rules, 1971, wherever applicable.

(ii) The developer 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 - developers 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 developer's part of this contract, the developer shall comply with or cause to be complied with the Central Public Works Department developer'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 unauthorisedly 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 developer 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 **contractor** is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days 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 developer 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 developer 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 Developer's Labour (Regulation and Abolition) Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.



(vi) The developer shall indemnify and keep indemnified NDMC against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Developer's Labour Regulations without prejudice to his right to claim indemnity from his sub-developers.

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

5.17.2 In respect of all labour directly or indirectly employed in the work for the performance of the developer's part of this contract, the developer 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 developer 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 developer.

5.17.3 The developer 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 NDMC 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 developer the amount levied as fine and be binding on the developer.



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

5.17.5 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 developer 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.

5.17.6 In the event of the developer(s) committing a default or breach of any of the provisions of the Central Public Works Department, Developer'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 NDMC 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 developer(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 developer(s) is / are not properly observing and complying with the provisions of the C.P.W.D. Developer's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Developer Labour (R&A) Central Rules, 1971, for the protection of health and sanitary arrangements for work - people employed by the developer(s) (hereinafter referred as "the said Rules") the Engineer - in - Charge shall have power to give notice in writing to the developer(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 developer(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 developer(s). The developer(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 developer(s) requiring that the said huts and sanitary arrangements be remodelled and / or reconstructed according to approved standards, and if the developer(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 developer(s).

5.17.7 The developer(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 developer(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 developer(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 developer(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 developer shall ensure that throughout the period of their occupation the roofs remain water - tight.

(b) The developer(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 (8 yards) between the rows of huts which may be reduced to 6 m (20 ft.) 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 developer(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 developer(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 developer(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 developer(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 developer 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 developer(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

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

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

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

5.17.9 It shall be the responsibility of the developer to see that the building under construction is not occupied by anybody unauthorisedly 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 developer.

However, the Superintending Engineer, through a notice, may require the developer to remove the illegal occupation any time on or before construction and delivery.

5.18 Minimum Wages Act to be Complied with

The developer 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.

- 5.19 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 N.D.M.C. without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

5.20 Changes in firm's Constitution to be intimated

Where the developer 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 developer is an individual or Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the developer enters into any partnership agreements where under the partnership firm would have the right to carry out the works hereby undertaken by the developer. 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.

- 5.21 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.

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, terminations, completion or abandonment thereof shall be dealt with as mentioned hereinafter.



If the developer considers any work demanded of him to be outside the requirement of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or within a period of one month from the receipt of the developer's letter.

If the Superintending Engineer fails to give his instructions or decision in written within the aforesaid period if the developer is dissatisfied with the instruction or decision of the Superintending Engineer, the developer may within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the developer to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 60 days of receipt of developer's appeal and this decision shall be final binding and conclusive on the developer.

5.22 Developer to indemnify N.D.M.C. against Patent Rights

The developer shall fully indemnify and keep indemnified the N.D.M.C. against any action, claim or 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 N.D.M.C. in respect of any such matters as aforesaid the developer shall be immediately notified thereof and the developer shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom provided that the developer shall not be liable to indemnify the N.D.M.C. 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.

5.23 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 specifications 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.

Unfiltered water supply

The developer(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 developer(s) shall be fit for construction purposes to the satisfaction of the Engineer - in - Charge

The Engineer - in - Charge shall make alternative arrangements for supply of water at the risk and cost of developer(s) if the arrangements made by the developer(s) for procurement of water are in the opinion of the Engineer - in - Charge, unsatisfactory.



5.24 Department water supply, if available

Water if available may be supplied to the developer 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 developer(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 developer(s) to make alternative arrangements for water at his / their own cost in the event of any temporary break down in the NDMC 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.

5.25 Alternate water arrangements

- (i) Where there is no piped water supply arrangement and the water is taken by the developer from the wells or hand pumps constructed by the NDMC no charge shall be recovered from the developer on that account. The developer 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 developer on this account and his decision shall be binding on the developer.
- (ii) The developer shall be allowed to construct temporary wells in NDMC 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 developer on this account, but the developer 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.

(iii) Hire of Plant & Machinery

(a) The developer 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 developer. If the developer requires any item of T&P on hire from the T&P available with the NDMC over and above the T&P stipulated for issue, the NDMC will, if such item is available, hire it to the developer 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.

(b) 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 developer shall bear the cost of carriage from the place of issue to the site of work and back. The developer shall be responsible to return the plant and machinery with condition in which it 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 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 developer and its extent in this regard and his decision shall be final and binding on the developer.

(c) The plant and machinery as stipulated above will be issued as and when available and if required by the developer. The developer 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.

(d) 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 developer or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The developer 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. In case of any dispute under this clause the decision of the Superintending Engineer shall be final and binding on the developer.

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

(f) 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 developer who shall be fully responsible for the safeguard and security of plant and machinery. The developer 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.

(g) 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 developer 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 an hour and above will be charged as one hour and a period of less than half an hour will be ignored.

(h) The developer 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 developer for the day of servicing wash out irrespective of the period employed in servicing.

(j) The plant and machinery once issued to the developer 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.

(k) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the developer will be maintained by the Department and will be countersigned by the developer or his authorised agent daily. In case the developer 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 developer. 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).

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

(m) In case rollers for consolidation are employed by the developer 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.

(n) The developer 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 developer and its extend in this regard and his decision shall be final and binding on the developer.

(o) The developer 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 NDMC plant and machinery in question have, in fact remained idle with the developer because of the suspension.

(p) In the event of the developer not requiring any item of plant and machinery issued by NDMC 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.



5.26 Employment of Technical Staff and employees

Developers Superintendence, Supervision, Technical Staff & Employees

(i) The developer 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 developer shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer - in - Charge the name, qualifications, experience, age, address(s) and other particulars along with certificates of the principal technical 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(s) to the developer. Any such approval may at any time be withdrawn and in case of such withdrawal the developer 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 developer in this respect. Such a principal technical representative(s) shall be appointed by the developer soon after receipt of the approval from Engineer - in - Charge and shall be available at site within fifteen days of start of work.

If the developer (or any partner in case of firm / company) who himself has such qualifications, it will not be necessary for the said developer to appoint such a principal technical representative but the developer shall designate and appoint a responsible agent to represent him and to be present at the work whenever the developer 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 developer or his responsible agent. The principal technical and other technical representative(s) shall be present at site of work for supervision at all the times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. The principal technical representative and / or the developer 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 given to the developer. The principal technical representative and/ or the developer or his responsible authorized agent shall be actually available at site to receive the decision of the Engineer-in-Charge as recorded in the site order book and the measurement recorded/checked/test checked in Measurement Books shall be final and binding on the developer. Further, if the developer failed to appoint suitable technical principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of work, until such as date as suitable other technical representative(s) is/are appointed ad the developer shall be held responsible for the delay so caused to the work. The developer shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineer employed by him) along with every on account bill/final bill and shall produce evidence if at any time so required by Engineer-in-Charge at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer - in - Charge and also note down instructions conveyed by the Engineer - in - Charge or his representative(s) in the site order book and shall affix his signature in token of notice down



the instructions and in token of acceptance of measurements. The representatives shall not look after any other work. Substitutes, duly approved by the Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in the event of absence of any representative(s) by more than two days. The principal technical representative and/ or the developer 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 developer 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 developer. Further, if the developer 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 developer shall be held responsible for the delay so caused to the work. The developer 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 developer 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 developer 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 developer 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.

5.27 Levy / Taxes payable by developer

- (i) Sales Tax/VAT (except service tax) or any other tax on materials in respect of this contract shall be payable by the developer and Government shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the developer to the concerned department on demand and it will be reimbursed to him by the Engineer in-Charge after satisfying that it has been actually and genuinely paid by the developer.



- (ii) The developer shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar etc. from local authorities.
- (iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the NDMC and does not any time become payable by the developer to the NDMC Local authorities in respect of any material used by the developer in the works then in such a case, it shall be lawful to the NDMC and it will have the right and be entitled to recover the amount paid in the circumstance as aforesaid from dues of the developer.

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

(i) All tendered rates shall be inclusive of all taxes and levies (except service tax) 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 developer thereupon necessarily and properly pays such taxes / levies the developer 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 developer) attributable to delay in execution of work within the control of the developer.

(ii) The developer 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 authorised representative of the NDMC 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 developer 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.

5.29 Termination of contract on death of developer

Without prejudice to any of the rights or remedies under this contract if the developer dies, or the JV/ partnership firm dissolves or the company liquidates, the Divisional Officer on behalf of the NDMC shall have the option of terminating the contract without compensation of the developer.

5.30 Apprentices Act provisions to be complied with

The developer 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 Developer shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said act.

5.31 Force Majeure

5.31.1 Force Majeure Events

Any of the following events which is beyond the control of the Party claiming to be affected thereby ("**Affected Party**"), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event:



- (a) earthquake, flood, inundation and landslide;
- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- (c) fire caused by reasons not attributable to the Developer or any of the employees, contractors or agents of the Developer;
- (d) acts of terrorism;
- (e) strikes, labour disruptions, any other industrial disturbances or public unrest not arising on account of the acts or omissions of the Developer; or
- (f) war, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;

5.31.2 Notice of Force Majeure Event

- (a) As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify Independent Engineer and the other Party of the same setting out, inter alia, the following in reasonable detail:
 - (i) the nature and extent of the Force Majeure Event;
 - (ii) the estimated Force Majeure Period;
 - (iii) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event; and
 - (iv) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby

5.31.3 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- (a) due notice of the Force Majeure Event has been given as required by the preceding Clause 1.2 (a)
- (b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;



- (c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement
- (d) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement

5.31.4 Termination due to Force Majeure Event

If a Force Majeure Event leads to a situation that in the reasonable judgement of the Parties, the Project Facilities cannot be restored ("Total Loss") or if a Force Majeure Event subsists for a period exceeding 365 days either Party shall be entitled to terminate this Agreement by a notice in writing in respect thereof ('Termination Notice').

Following the issue of Termination Notice by a Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that the Project Site and Project Facilities are handed back to North DMC by the Developer on the Termination Date free from all Encumbrances.

5.31.5 Liability for other losses, damages on a Force Majeure Event

Save and except as expressly provided in this **Section**, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event. It is however agreed that any loss caused or damages occurred by either party on account of Force Majeure shall not avoid, suspend or postpone the obligations under the present agreement except during the term of such event, and also shall not allow any of the party to seek any set off of the obligations and performances.

5.32 Special conditions as per directions of National Green Tribunal (NGT) & EIA guidance manual:

- i) The Developer shall not store/ dump construction material or debris on metalled road.
- ii) The Developer shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/ inconvenience to the pedestrians. It should be ensured by the Developer that no accident occur on account of such permissible storage.
- iii) The Developer shall take appropriate protection measure like raising wind breakers of appropriate height on all sides of the plot/ area using CGI sheets or plastic and/ or other similar material to ensure that no construction material dust fly outside the plot area.
- iv) The Developer shall ensure that all the trucks or vehicles of any kind which are used for construction purpose/ or are carrying construction material like cement, sand and other allied material are fully covered. The Developer shall take every necessary precautions that the vehicle are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other articles are not released in air/ contaminate air.



- v) The Developer shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- vi) The Developer shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relating to dust emission.
- vii) The Developer shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the Developer.
- viii) The Developer shall compulsory use of wet jet in grinding and stone cutting.
- ix) The Developer shall comply all the preventive environmental steps as stated in the MoEF guidelines, 2010.
- x) The Developer shall carry out On Road Inspection for black smoke generating machinery. The Developer shall use cleaner fuel.
- xi) The Developer shall ensure that all DG sets comply emissions norms notified by MoEF.
- xii) The Developer shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the Developer shall divert traffic to nearby paved areas.
- xiii) The Developer shall ensure that the construction material is covered by tarpaulin. The Developer shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
- xiv) The paving of the path for plying vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost-benefit ratio analysis of the same.

Any directions passed by any Court, NGT or any other statutory authority shall have to be followed strictly by the developer with regard to environment protection.

5.33 'NDMC Safety Code', 'Model Rules For The Protection of Health And Sanitary Arrangements For The Workers Employed By NDMC or its Developers' and 'NDMC Developer's Regulation' shall be strictly followed by the developer.

6 Settlement of Disputes & Arbitration

6.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work, or transfer of land measuring 18,000 sqm to the Developer or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, terminations, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

6.1.1 If the Developer considers any work demanded of him to be outside the requirement of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or



carrying out of the work, to be unacceptable or dispute relating to transfer of land measuring 18,000 sqm to the developer, he shall promptly within 15 days request the Chief Engineer concerned in writing for written instruction or decision. Thereupon, the Chief Engineer, based on the claim/s of the Developer and documents submitted in support of evidence, shall give his written instructions independently within a period of one month from the receipt of the developer's letter.

- 6.1.2 If the Chief Engineer fails to give his instructions or decision in writing within the aforesaid period or if the developer is dissatisfied with the instruction or decision of the Chief Engineer, the Developer may within 15 days of the receipt of Chief Engineer's decision, appeal to the Engineer-in-Chief who shall afford an opportunity to the Developer to be heard, if the latter so desires and to offer evidence in support of his appeal. The Engineer-in-Chief shall give his decision within 60 days of receipt of Developer's appeal and this decision shall be final binding and conclusive on the Developer.
- 6.1.3 The Courts at Delhi/New Delhi only shall have jurisdiction over all disputes arising out of or relating to this Contract.



Format – I : Conveyance Deed Proforma

NORTH DELHI MUNICIPAL CORPORATION

(For allotment of plot on Freehold basis)

This deed of conveyance made this..... day of between the North Delhi Municipal Corporation, hereinafter called the 'Seller' (through its Additional Deputy Commissioner (Remunerative Project Cell), duly authorized under section 491 of Delhi Municipal Corporation Act, which expression shall mean and include all its successors, administrators and assigns of the first part and Sh./Smt./Ms. D/o W/o..... resident of/having office at hereinafter called the 'Purchaser' which expression shall mean and include all his/her/their heirs, successors, administrators and assigns of the other part.

WHEREAS the 'Seller' is the absolute owner of the plot situated at Sector-4, Rohini, Delhi (hereinafter referred to as the 'Said Plot').

AND WHEREAS the 'Said Plot' is designated for 'Residential Group Housing'.

AND WHEREAS the 'Said Plot' was allotted to the purchaser by North Delhi Municipal Corporation through auction process vide allotment letter No. dated against a consideration of Rs. and Redevelopment of Municipal Staff Quarters at Sector-4, Rohini, Delhi which has been deposited by the Purchaser with the Seller subject to limitation, terms and conditions mentioned in the said letter of allotment.

AND WHEREAS representing that the said allotment is still valid and subsisting, the Purchaser has applied to the Seller to execute the Conveyance Deed for freehold ownership rights in the said plot allotted to him and physical possession whereof has been handed over to him on and this deed is being executed accordingly of the said demised plot subjected to terms and conditions appearing hereinafter.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premium/bid amount of Rs. (Rupees) paid before the execution of the presents (the receipt whereof the North DMC hereby acknowledges) and Redevelopment of Municipal Staff Quarters at Sector-4, Rohini, Delhi, the aforesaid representation and subject to limitation mentioned hereinafter, the Seller does hereby grant, convey, sell, release and transfer, assign and assure unto the aforesaid Purchaser freehold ownership in the plot measuring 18,000 sqm situated at Sector-4, Rohini, Delhi:

- 1) The Seller excepts and reserves unto itself all mines, minerals, coals, gold washing, earth oils and quarries in or under the said plot and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot or for any building for the time being standing thereon provided



always that the Seller shall make reasonable compensation to the Purchaser for all damages directly occasioned by the exercise of the rights hereby reserved or any of them.

- 2) That notwithstanding execution of this Deed, use of the plot in contravention of the provisions of Master Plan/Zonal Development Plan/Layout Plan shall not be deemed to have been condoned in any manner and North Delhi Municipal Corporation shall be entitled to take appropriate action for contravention of Section 14 of Delhi Development Act or any other law for the time being in force.
- 3) The Purchaser shall comply with the building, drainage and other byelaws of the appropriate Municipal or other authorities for the time being in force.
- 4) The said plot is allotted on freehold basis and the Purchaser cannot make any construction /alteration/addition in the plot without written permission of Seller (North DMC) who may refuse or grant the same subject to such terms and conditions as deemed proper.
All fees, taxes, charges, assessments Municipal or otherwise and other levies of whatsoever nature shall be borne by the allottee/ Purchaser.
- 5) If it is discovered at any stage that the allotment or this deed has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud, then this deed shall become void at the option of the Seller, which shall have the right to cancel this deed and forfeit the consideration paid by the Purchaser. The decision of the Seller in this regard shall be final and binding upon the Purchaser and shall not be called in question in any proceedings.
- 6) That the Purchaser shall abide by the terms and conditions of allotment/auction/tender, which shall be treated as a part of these presents.
- 7) That the Seller reserves the right to cancel this deed in the event of breach of conditions of allotment/auction/tender and of this deed.
- 8) The stamp duty and registration charges upon this instrument shall be borne by the Purchaser. This transfer shall be deemed to have come into force with effect from the date of registration of the deed.

IN WITNESS WHEREOF, Shri/Smt. For and on behalf of and by the order and direction of the Seller has hereunto set his/her hand Shri/Smt.the Purchaser, the hereunto set his/her hand on the day and year first here above written.

THIS SCHEDULE ABOVE REFERRED TO

All that in the layout plan of and consisting of _____ sqm (Plot Area) or thereabout bounded as follows:



'Re-development of Municipal Staff Quarters at Sector-4, Rohini, Delhi (the "Project") and sale of Plot measuring 18000 sqm (approx.) on freehold basis located at Sector-4, Rohini, Delhi

NORTH :

EAST :

SOUTH :

WEST :

FAR :

USE :

Purchaser

Seller

Witnesses:

1. _____

2. _____



FORM T-I

GENERAL INFORMATION AND JOINT VENTURE DATA

(TO BE ENCLOSED SEPARATELY IN TECHNICAL BID)

1. Name of Tenderer/ Company
2. Constitution and legal status as applicable
3. Names of particular members/ constituents
 - a)
 - b)
 - c)
 - d)
 - e)
4. Address, telephone, Telex, Telefax, Cable Numbers of each member/ constituent
 - a) Registered Office Office for correspondence
 - b)
 - c)
 - d)
 - e)

ENCLOSED SEPARATELY
WITH

TENDER

LETTER

5. Name of Legal Partner/ Constituent in case of joint venture/ consortium
6. Distribution of responsibilities among partner/ constituents (Among other details specify the sub-items of works for which each of the partners/ constituents would be responsible.)

ENCLOSED SEPARATELY WITH TENDER LETTER

7. Date and place of Joint Venture/ Consortium Agreement
(Copy of the agreement to be enclosed)
8. Names and Addresses of Ban to the Joint Venture/ Consortium
9. Has black -listing or de-registration action has been initiated or taken against the Tenderer by any Government or public Sector Undertaking or a private organization during the last 10 years. If yes, give below or in an attached sheet details and their outcome
10. Information on current litigation/. Arbitration which the tenderer is involved (to be given in the Performa below)
(Attach extra sheets if required)

Party with whom dispute arose and nature of dispute	Cause	Amount involved Rs. (Millions)	Present position and remarks
1	2	3	4
11. Names and addresses of Associated Companies to be involved in the project and whether parents/ subsidiary/other .



12. If the company is subsidiary, what involvement, if any, will the parent company have in the project?
13. Organization chart showing the company structure, position of Directors and key personal.
14. (In case of Foreign Companies only)
Name & Addresses of any Associate, the Company has in India, knowledgeable in the procedure of customs, Immigration etc.

Note:

- i) Attach an attested photocopy of Certificate of Registration and ownership as well as constituent and legal status.
- ii) In case of Joint Venture/ Consortium, attach an attested photocopy of Agreement indicating inter-alia distribution among the members/ constituents.



FORM T-II

FINANCIAL DATA

(TO BE ENCLOSED SEPARATELY IN TECHNICAL BID)

A. Summary of assets, liabilities, profit/ loss and turnover on the basis of the "Audited Financial Statements" of the last three financial years.

SN	Description	Year (Rs. In crore)	Year (Rs. In crore)	Year (Rs. In crore)
1	Total Assets			
2	Current Assets			
3	Total Liabilities			
4	Current Liabilities			
5	Net Worth (1-3)			
6	Working Capital (2-4)			
7	Profit of loss			
8	Total value of construction done			

B. Financial Resources

1. Total amount of financial resources and credit line:
(Provide evidence of financial resources; cash in hand line of credit etc. list them at Annexure with copies of support documents)
2. Name , addresses, telephone and telefax numbers of Bankers who may provide reference if required.
3. Attach copy of audited Financial Statements of the last three financial years as Annexure
Financial Value to be given in crores of Rupees.



**FORM T-III
(Page 1 of 2)**

**LIST OF ALL ON GOING WORKS/ CONTRACTS OF CIVIL ENGINEERING NATURE
(TO BE ENCLOSED SEPARATELY IN TECHNICAL BID)**

4. List all on ongoing contracts (all existing commitments/ ongoing works)

SN	Name of work/ contract	Value (Rs in crores)	Name of Employer and address	Value of work still to be completed (Rs. In crores)	Scheduled date of completion
----	------------------------	----------------------	------------------------------	---	------------------------------

1	2	3	4	5	6
---	---	---	---	---	---

Total Under Columns (3) & (5)

- Employer- Organization paying for the works.



**FORM T-III
(Page 2 of 2)**

EXPERIENCE RECORD

(TO BE ENCLOSED SEPARATELY IN TECHNICAL BID)

1. List of all contracts of similar nature of work executed during the last 5 (five years) as a prime contactors.

SN	Nature and name of work with location and name and address of employer as well as Engineer	Total Value (Rs. Crores)	Value of Contract which contractor was responsible (Rs. Crores)	Stipulated time of completion (9Years)	Date of start/ date of completion
1	2	3	4	5 (A)	5(B)

- * Employer- Organization which paid for the works
- * Engineer- Supervision Consulting Engineer for the works, if any



**FORM T-IV
(Page 1 of 2)**

A. HEAD OFFICE (TO BE ENCLOSED SEPARATELY IN TECHNICAL BID).

Sector	Names	Age	Education	Proposed Designation of	Total Experience in Years	Relevant Experience in Years.
1	2	3	4	5	6	7

- General Management
- Administration
- Design
 - (a) Civil
 - (b) Electrical
 - (c) Mechanical
- Project Management
 - (a) Civil
 - (b) Electrical
 - (c) Mechanical
- Quality Assurance
 - (a) Civil
 - (b) Electrical
 - (c) Mechanical

Note;

1. A summary of the qualifications and work experience of each key staff, to be attached. If personal of collaborator are involved, the may be indicated separately.
2. Value of similar projects executed by the key personal proposed for general management and administration of the contract, within the past five years, should be furnished as a supplement to this form.
3. The design engineers shall be minimum Graduate in Engineering (Civil/ Electrical/ Mechanical).



**FORM T-IV
(Page 2 of 2)**

RESOURCE PERSONNEL PROPOSED FOR THE PROJECT

B. Site (TO BE ENCLOSED SEPARATELY IN TECHNICAL BID).

Sector	Names	Age	Education	Proposed Designation of	Total Experience in Years	Relevant Experience in Years.
1	2	3	4	5	6	7

- General Management
- Administration
- Design
 - (a) Civil
 - (b) Electrical
 - (c) Mechanical
- Project Management
 - (a) Civil
 - (b) Electrical
 - (c) Mechanical
- Quality Assurance
 - (a) Civil
 - (b) Electrical
 - (c) Mechanical

Note;

1. A summary of the qualifications and work experience of each key staff, to be attached. If personal of collaborator are involved, they may be indicated separately.
2. Value of similar projects executed by the key personnel proposed for general management and administration of the contract, within the past five years, should be furnished as a supplement to this form.
3. The key personnel for design and site supervision should be minimum Graduate in Engineering in respective fields.
4. Design Engineer shall be provided by the Developer at site as and when required by the Engineer-in-Charge



FORM T-V

PROPOSED SITE ORGANIZATION

(TO BE ENCLOSED SEPARATELY IN TECHNICAL BID)

- A. Site Organisation Chart.
- B. Narrative Description of site organization chart
- C. Description of relationship between head office and
 - * Site Management
 - * Indicate Clearly distribution of authority and responsibility between Head Office and Site management

Note: In site Organization Chart 'indicate clearly for each site the name of personal against each position in "Narrative Description of the organization chart" indicate the specific area of responsibility of each personal. These are required so that the adequacy of Personal for Completing the work within the specified time can be appreciated.



FORM T-VI

RESOURCE/PLANT AND EQUIPMENT PROPOSED TO BE DEPLOYED ON THIS PROJECT
(TO BE ENCLOSED SEPARATELY IN TECHNICAL BID).

SN	Equipments Name	No. of units be deployed for the work	of to equipment available with the agency	Are these equipment available with the agency	If answer to (4) is 'yes' then its capacity	Location where presently installed	Number, capacity and make of equipment to be newly purchased/ hired
1	2	3	4	5	6	7	

A. Construction Equipment

- a) Earth Work
- b) Concreting
Batching Plants/ Transit Mixers
- c) Piling equipments
- d) Dewatering system
- e) Launching of Superstructure
- f) Prestressing system
- g) Heavy duty cranes, Tower Cranes
- h) Compaction rollers (vibratory as well as static)
- i) Power generating sets (total K/W/ Capacity]
- j) All equipments for Bituminous Work

B. Transportation Equipment

C. Lab Testing Equipment

D. Others

Note:

1. For items A,B, C, D furnish details fo plants and equipments to be deployed.
2. For piling work, the Developer is required to deployed only hydraulically operated power driven rotary pile boring equipment for all location
3. Number and type of Plant and Equipment shall be commensurate with the quantum of work and completion schedule of the project. The tenderrer shall indicate through an annexure how the requirement of Plant and Equipment have been arrived at so that adequacy of the same for completing the work within the specified time schedule can be appreciated.



'Re-development of Municipal Staff Quarters at Sector-4, Rohini, Delhi (the "Project") and sale of Plot measuring 18000 sqm (approx.) on freehold basis located at Sector-4, Rohini, Delhi

FORM T-VII

LIST OF ALL SIMILAR WORKS COSTING ABOVE RS. _____ CRORED IN HAND (PROGRESS)

Name of work	Name & Value of work particulars of (Rs. In crores) Employer where work is being executed	Position of works in Progress (Percentage)	Remarks
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FORM T-VIII

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

(TO BE ENCLOSED SEPARATELY WITH TECHNICAL BID)

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 upto 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



Annexure-I

How to Login to Bidder Side

1. Bidder has to register on NORTH DMC Portal of Auction Wizard i.e. www.auctionwizard.in/NORTHMCD by clicking "**Register Me link**".

Fill in all the details as per the requirement in the registration form opened.

NOTE: You need to fill in all the Mandatory Links marked with * sign.

Participating Bidders have to get themselves registered on the e-Auction portal i.e. www.auctionwizard.in/NORTHMCD by making a payment for **Rs. 2000+Service tax** as per government norms/ which is to be paid through online payment only i.e. **Credit/ Debit Card or Net Banking**.

NOTE: No NEFT/RTGS shall be allowed for making the registration payment only i.e. registration on www.auctionwizard.in/NORTHMCD which is valid for one year.

2. Bidders need to get Digital Certificate (DSC) for bidding online for e-Auction of North Delhi Municipal Corporation.
3. Bidder can buy DSC either from open market or through ITI Ltd, the Service Provider of North D.M.C for e-Auction Services.

The charges for the digital signature through ITI Ltd. are as follows:

1. 1 Year charges: **Rs.3500 + 15% = Rs.4025 (Service tax as per the govt. norms)**
 2. 2 Year charges: **Rs.4300 + 15% = Rs.4925 (Service tax as per the govt. norms)**
4. Once Bidder gets registered, Bidder will get **User ID & Password**.
 5. Enter the **User ID** and **Password** in the Home page and then select Activity "**Auction**".
 6. If downloading PKI COMPONENTS screen appears, wait until certificate selection screen appears. (It may take around 5 minutes to download Data Singing Control component)
Select your certificate and click '**Authenticate**'.
 7. **Enter Token password** and click '**OK**'.
 8. Re-enter the User Password and click '**Enter**'.
 9. There are two types of Auctions
 1. Reverse Auction
 2. Forward Auction

Select Type of Auction as "**Forward**" and click on Submit



10. To check the published Auction click on "**Approved Auction**", and for request to the Auction click on icon .

11. Here, you need to upload required documents (as per the auction document provided by the department), and after entering details in given column then click on "**Click Here To Register**"

Select the mode of EMD payment (NEFT/RTGS/E-PAYMENT).In case of **NEFT/RTGS**, following points shall be taken care of:

- a. Do not re-use the challan for other tenders/auctions.
- b. Do not alter/modify the amount or any other printed matter in the challan.
- c. Retain a copy of the counterfoil acknowledged by the bank for your reference.
- d. Bidders should preferably use the generated challan only in Bank to avoid any discrepancies in challan format.

For Example, if the estimate cost of the auction is **Rs. 1,00,000/-**, there may be some bank charges which may be given in the challan generated from the application. Taking an instance, if the bank charges are **Rs. 56**, then the total amount on the challan may appear as **Rs. 1,00,056/-** and the Bidder shall not edit the amount and make the payment of the complete amount + his own bank charges.

12. When the Bidder downloads the challan, status of the payment is shown as '**initiated**' as stated in the below image.

Transaction Type: EMD AUCTION Total Amount (₹): 1,00,000.00 Paid Amount (₹): 0.00 Remaining Amount (₹): 1,00,000.00							
Action	Payment Mode	Paid Date & Time	Bank	Detail	Remarks	Amount (₹)	Status
	NEFT		AOSBANK			1,00,000.00	INITIATED

Transaction Type: FORM FEE AUCTION Total Amount (₹): 1,500.00 Paid Amount (₹): 1,500.00 Remaining Amount (₹): 0.00							
Action	Payment Mode	Paid Date & Time	Bank	Detail	Remarks	Amount (₹)	Status
	CREDIT / DEBIT CARD	27-04-2016 13:54:29	AOSBANK	133	PAID THROUGH E-PAYMENT	1,500.00	PAID

13. **In case of NEFT/ RTGS** - Download the challan that will be generated on selecting the NEFT/RTGS mode and submit the challan with fee to the bank.



In case of **NEFT/ RTGS**, it takes about **24 hours** to reconcile and for the status to be updated on the system and once it is reconciled, the status changes from '**Initiated**' to '**Paid**'. Within 24 hrs , if the status doesn't change to " PAID ", the bidder is advised to contact the contact person of North D.M.C immediately within the date and time prescribed below .

The bidder is, therefore, advised to make the payment towards Earnest Money Deposit (EMD)/ Bid Security using NEFT/ RTGS well before the last date and time for submission of Bid Document (s).

After the last date and time for submission of Bid Document (s) i.e. **DD/MM/YYYY HH:MM**, in



case of any issues related to its eligibility for participation in live e-Auction or payments made by the Bidder towards Earnest Money Deposit (EMD)/ Bid Security, the bidder is advised to contact the contact person of North D.M.C latest by **DD/MM/YYYY HH:MM to resolve the issues,if any, failing which** no queries shall be entertained thereafter and the eligibility of the Bidder for participation in the live e-Auction shall be decided on the basis of documents submitted by the Bidder.

14. **In case of E-Payment** – The Bidder has two more options, namely, either through Credit/ Debit Card or through Net Banking. You can use it if you have Credit/ Debit Card or Net Banking login id and password.
15. Request icon will disappear after successful submission of EMD amount and payment details can be viewed by clicking on icon .
16. Once the department verified your payment and documents submitted by you, you are eligible to bid online for e-Auction. You will get email for the same. So you are requested to kindly check your registered email on regular basis. **It is also requested to check the 'Spam' folder in case of non-receipt of email in the inbox.**
17. Once the auction is started on the given date and time, go to **"Live Auction"** option & click on **"Auction" 'hammer' icon**  to start Bidding.
18. Kindly read the terms and conditions of the auctions and click on "Accept and Continue" in order to start the bidding.



Annexure-II

Bidding Procedure

1. Enter bid value in **"My Bid"** block and click on the **"BID NOW"** button to submit the bid. Bidder has to quote more than **"Starting Price"** & revise the bid value in multiple of **"Increment Value"**. **Downward revision of bid is not allowed.**
2. Repeat the process till the Auction ends or it will reach the highest value.
3. Hammer icon indicates that particular Bidder is H1 for that Auction
4. If hammer icon is not showing on your screen than maximum value for H1 will be displayed, so that Bidders can place their Bid Accordingly.
5. The message **"Auction time has been extended by 5 Mins for line number XXXXXXXX"** comes when any Bidder submitted his bid at **"5" mins Prior Extension time and time automatically increases by the extension time given by the department.**
6. Time will extend to **'5' minutes**, if any Bidder put the bids **in last '5' minutes**. For the details of the time, please refer the auction details on the portal.
7. Once the Auction ends it will move to **"Completed"** stage.
8. Once the Auction is awarded it will move to **"Awarded"** stage.
9. In case of any query regarding e-auction, **Sh. Alok Kumar, IT Department, North DMC, 24th Floor, Civic Centre, (Mobile No.8800607901, Landline No 011-23227419)** may be contacted. An email may also be sent on twhelpdesk823@gmail.com and for escalations, on twheldesk602@gmail.com.
10. Training and Assistance Booth for the prospective Bidders: For facility of the prospective Bidders, a Helpdesk has been set up at ITI Ltd Office, **B-1/5A, 2nd 0 Floor, Main Nazafgarh Road, Near Janakpuri Metro Station(East), Janakpuri, New Delhi-110058**, Fax No: 91-11-46061763, **Ph No: 011-49424365.**
11. **Also, a training session (free of cost) to the Bidders is provided on the address mentioned vide clause 10 every Saturday 2-3 PM.**



Annexure-III

Technical Terms and Conditions of Online e-Auction

- (i) Prospective Bidders shall ensure this process before participating in e-auction.
- (ii) Shall have a valid class III Digital Signature Certificate (DSC) issued by any of the certifying authority.
- (iii) The User ID issued by the online service provider will be activated permitting the Bidder to enter into the website of the service provider for bidding.
- (iv) Bidders should not disclose their User ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy.
- (v) Bidders are advised to change the password immediately on receipt from the e-auctioning portal.
- (vi) **Time Extension:** If any market leading bid (bid higher than the highest at the point in time) is received within the last '5' minutes of closing time, the time of auction sale will get automatically extended by another '5' minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended '5' minutes, the auction sale will be automatically closed at the expiry of the extended '5' minutes.
- (vii) Prospective Bidders can get the required training and information on e-auctioning process on working days during working hours.
- (viii) **Bids:** Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD/Bid Security amount shall be forfeited.
- (ix) The Bidders are required to quote for the rate with reference to the property put on e-auction over and above the reserve price mentioned in the Annexure. E-auction will start and end as per schedule mentioned in offer document. The bid for e-auction shall start with minimum one increment above the reserve sale rate. **Minimum increment of bid in e-auction** for rate shall be **Rs.50,000/- (Rupees Fifty Thousand)** per entity or multiple thereof for the plot in question. The Minimum Reserve Price as mentioned in the document may not be treated as final price.
- (x) The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the North DMC/ Service provider Hence Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

Sd/-
Superintendent
R.P. Cell
North Delhi Municipal Corporation
Civic Centre, Minto Road, New Delhi