

**NORTH DELHI MUNICIPAL CORPORATION****TENDER DOCUMENT & BOQ**

**Name of work: Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone.**

**BID DOCUMENTS**

Issued to: -

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

\_\_\_\_\_

**(S.L. Bairwa)**  
**Executive Engineer (Project)**  
**Civil Line Zone**

Office of the Executive Engineer (Project) Civil Line Zone  
Sindhora Kalan, Shakti Nagar,  
Delhi - 110052  
Telephone: 011-23654558  
Email: eeprojectclzndmc@gmail.com

## TENDER DOCUMENT

**Name of work: Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone.**

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**NORTH DELHI MUNICIPAL CORPORATION**  
**Office of the Executive Engineer (Project) Civil Line Zone**  
**Sindhora Kalan, Shakti Nagar,**  
**Delhi – 110052.**  
**Phone: 011-23654558**

**NIT No: EE(Pr.)/TC/CLZ/2017-18/19**

**Dated: 28.11.2017**

**NOTICE INVITING TENDER**

1. The Executive Engineer (Project) Civil Line Zone on behalf of Commissioner, North Delhi Municipal Corporation invites the bids on Part 'A' Percentage Rate & Part 'B' Item Rate basis in two bid system i.e. (1. Technical bid manual/online, 2. Financial bid online only) from experienced Indian Manufacturer & its dealers/ distributors of all kinds of sports related equipments/facilities in sealed cover upto 15.00 HRS on 11.12.2017 for the under mentioned work. The Tender cost and Earnest Money can be deposited in the form of Banker Cheque/Demand Draft of a scheduled Bank in favour of Commissioner, North Delhi Municipal Corporation in the office of undersigned, failing which the tender is liable to be rejected. Number of Pay Orders should tally with number indicated while downloading of tender on e-tendering, if the number of Pay Orders found differs then technical/financial bid shall be rejected. The desiring bidders have to be registered at his own level on e-tendering system of North Delhi Municipal Corporation for which necessary guidelines are available on website <http://mcdetenders.com>.

**Name of work: Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone.**

<b>Tender Amount:</b>	<b>Part 'A' Rs.6,29,964/- &amp; Part 'B' @ Item Rate</b>
<b>Head of A/c:</b>	<b>XL-VIII-V</b>
<b>Tender Cost:</b>	<b>Rs.500/-</b>
<b>Time of completion:</b>	<b>02 Month</b>
<b>Earnest Money</b>	<b>Rs.47,900/-</b>

2. The Eligibility criteria is as under:  
 Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of tenders.
  - (i) Three similar completed works costing Rs.9.60 Lakh (Rupees Nine lakh sixty thousand only) (amount equal to 40% of estimated cost put to tender),  
 Or
  - (ii) Two similar completed works, costing Rs.14.40 Lakh (Rupees Fourteen lakh forty thousand only) (amount equal to 60% of the estimated cost put to tender).  
 Or
  - (iii) One similar completed work of aggregate cost Rs.19.15 Lakh (Rupees Nineteen lakh fifteen thousand only) (amount equal to 80% of the estimated cost).

**NB- :** Completed similar work/s means the work of all kinds of sports related equipments/facilities manufacturing in India. The experience/performance of works executed in favour of the bidding firm be submitted in the prescribed format and must also be issued from the work order issuing authority on the official stationery/letter head of the department/ company/ agency, for which the work has been executed.

- a) The bidder should have average annual financial turnover of Rs.12.00 lac during the last three years ending 31<sup>st</sup> March 2017.

- b) The bidder should have not incurred any loss and more than two years during the immediate last five consecutive financial years.
- c) The bidder should have a solvency of Rs.9.60 lac (Bankers certificates should be on letter head of the Bank, sealed in cover addressed to EE (Project) Civil Line Zone.
- d) The schedule of tender issue and submission is given under:-

1	Last date of sale of tender	07.12.2017 upto 14.00 HRS
2	Last date of issue of tender document	08.12.2017 upto 17.00 HRS
3	Date of submission of bid	11.12.2017 upto 15.00 HRS
4	Date of opening of technical bid	11.12.2017 at 15.30 HRS
5	Date of opening of financial bid	To be informed to responsive bidders

**Place of submission of tender:**

Office of the Executive Engineer (Pr.) Civil Line Zone,  
North Delhi Municipal Corporation  
Sindhora Kalan, Shakti Nagar, Delhi – 110052.

- e) Bidders have to deposit Earnest Money of Rs.47,900/- (Rupees Seventeen thousand six hundred fifty only) in the form of crossed Demand Draft / Pay Order/Banker's Cheque in favour of Commissioner, North Delhi Municipal Corporation, payable at New Delhi.
- f) Tender document can be had from the office of the Executive Engineer (Project) Civil Line Zone, **North Delhi Municipal Corporation, Sindhora Kalan, Shakti Nagar, Delhi - 110052** on all working days from 28.11.2017 to 08.12.2017 on payment of Rs.500/- (Rupees Five hundred Only) non-refundable, in the form of demand draft/pay order in favor of “**Commissioner, North Delhi Municipal Corporation**” payable at Delhi.

**Ex. Engineer (Pr.) Civil Line Zone  
North Delhi Municipal Corporation  
Sindhora Kalan, Shakti Nagar,  
Delhi - 110052**

## **SECTION-1: NOTICE INVITING TENDER CUM RFP**

- 1.1 Sealed Technical & Financial proposals are invited by the Executive Engineer (Project) CLZ, Sindhora Kalan, Shakti Nagar, Delhi – 110052 on behalf of Commissioner, North DMC under two bid system i.e. Technical Bid and Financial Bid from Experienced Indian Manufacturer & its dealers/ distributors of all kinds of sports related equipments/facilities for **Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone**. The **Joint Venture Firms** of Indian Manufacturer along-with their dealer/ distributors are also allowed to participate in RFP.
- 1.2 **SELECTION PROCESS:** A single stage, two-envelope process (Technical & Financial Bid) will be followed for selection of a suitable contractor for this work. All interested firms that qualify the eligibility criteria may apply based on the Technical compliance of each proposal as submitted by the Applicant. The North DMC shall shortlist bidders for opening of financial proposal. Financial proposal of the firm/s that qualify the said eligibility criteria shall be opened. The firm having the lowest Financial Bid (in aggregate) will be considered for award of work.
- 1.3 Eligibility Criteria for Technical Compliance of the applicant along-with necessary conditions and tender/RFP document can be obtained w.e.f. 28.11.2017 to 08.12.2017 upto 17.00 HRS on all working from the **Office of the Executive Engineer (Proj) Civil Line Zone Sindhora Kalan, Shakti Nagar, Delhi – 110052**. on payment of tender cost (Non - refundable) of Rs.500/- through Bank Draft/ Pay order in favour of Commissioner, North Delhi Municipal Corporation, payable at New Delhi.
- 1.4 Bidders have to deposit Earnest Money (bid security) of Rs.47,900/- (Rupees Forty seven thousand nine hundred only) in the form of crossed Demand Draft / Pay Order/Banker's Cheque in favour of Commissioner, North Delhi Municipal Corporation, payable at New Delhi.
- 1.5 **Bid Submission:** Date for submission of Tender/ RFP document shall be up to 11.12.2017 upto 3:00 pm in the Office of the Executive Engineer (Pr.) CLZ, Sindhora Kalan, Shakti Nagar, Delhi – 110052. The Technical Bids shall be opened on the same day at 3.30 p.m. All interested participants/Bidders/stake-holders are requested to visit/follow the website [www.mcdonline.gov.in](http://www.mcdonline.gov.in) or [www.mcдетenders.com](http://www.mcдетenders.com) for regular updates and details thereof. The amendments/clarification to the document, if any, will be intimated to the intended bidders and will also be available on the above website/s.
- 1.6 **TURNOVER:** The bidder should have average annual financial turnover of Rs.12.00 lac on similar works during the last three years ending 31<sup>st</sup> March 2017. The bidder should submit the audited balance sheet and P&L account duly certified by the Chartered Accountant for last three consecutive financial years.
- 1.7. **EXPERIENCE** The bidder should have satisfactorily completed three works of similar nature each costing not less than **Rs.9.60 lakh** or two works each costing not less than **Rs.14.40 lakh** or one work costing not less than **Rs.19.15 lakh** during the last seven years ending previous day of last date of submission of tenders.
- 1.7.1 The work shall be considered as completed when completion certificate from concerned agency is submitted along with the work order. The experience of these works for which, only either work orders or only completion certificate are submitted will not be considered. The bidder should furnish completion –cum- Performance certificate along with work order and P&L account statement with balance sheet of last three consecutive financial years for the said project duly certified by the Chartered Accountant.
- 1.7.2 In case of certificate issued by the private party, copies of TDS should also be enclosed. The completed similar work/s means the work of supply/ providing installation of outdoor Gym/ open Gym/Children Play Equipment.

- 1.8 **SOLVENCY CERTIFICATE:** The bidder should have a solvency of Rs.9.60 lakh. (Bankers certificates should be on letter head of the Bank, sealed in cover addressed to EE (Project) Civil Line Zone. Solvency certificate submitted should not be older than one year from the date of opening of tender. (Bankers certificate should be on letter head of the bank, sealed in cover addressed to Executive Engineer (Pr.) CLZ, Sindhora Kalan, Shakti Nagar, Delhi – 110052.
- 1.9 The North DMC may disqualify any Applicant/Bidder without notice who submits an incomplete/non-eligible bid. North DMC reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever. North DMC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

## **SECTION-2: GENERAL INFORMATION REGARDING PROJECT**

**Name of work: Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone.**

- 2.1 **INTRODUCTION** North Delhi Municipal Corporation is maintaining parks under its jurisdiction to facilitate recreational opportunities and clean & green environment to citizens of Delhi. The North Delhi Municipal Corporation (North DMC) intends to design, supply and install outdoor fitness equipment at various locations as per enclosed conditions and specifications. This document outlines the overall scope of Contractor Services, sets out the basic requirements for the proposal document and provides the evaluation criteria to be used as the basis for awarding the work/assignment.
- 2.2 **PROPOSAL** To finalize the Contractor for supplying and installation of open Gym (Green Gym/ Garden Gym) equipments at various location of North Delhi Municipal Corporation by way of rate and agency as per requirement of North DMC.
- 2.3 **DISCLAIMER** This request for proposal/ Tender Document (TD) contain brief information about the Project, Qualification, Requirements and the Selection process for the successful applicant. The purpose of this RFP document is to provide information to assist the formation of bid application. The information contained in this RFP/Tender document or subsequently provided to interested parties, in writing by or on behalf of North Delhi Municipal Corporation (NDMC) is provided to Applicant(s) on the terms and conditions set out in this RFP/Tender document. Certain Applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the Accuracy, reliability and completeness of the information in this RFP/Tender document and obtain independent advice from appropriate sources. NDMC, their employees and advisors make no representation and shall incur no liability under any law, statute, rules or regulations as to the accuracy; reliability or completeness of the RFP/Tender document and information provided is only to the best of the knowledge of North DMC. Intimation of discrepancies in the RFP/TD, if any, should be given to the office of the North DMC immediately by the Applicants. If North DMC receives no written communication, it shall be deemed that the Applicant/s is/are satisfied with the RFP/Tender Document and the document is complete in all respects. This RFP /Tender document is not an agreement and is not an offer or invitation by NDMC to any other party.
- 2.4 **PROJECT LOCATION** The project is to be implemented in Police Colony at New Police Line in Civil Line Zone.

### **SECTION-3: SELECTION PROCESS & ELIGIBILITY CRITERIA**

3. **SELECTION PROCESS:** A single stage, two-envelope process (Technical & Financial Bid) will be followed for selection of a suitable contractor for this work. All interested firms that qualify each of the following eligibility criteria may apply based on the Technical compliance of each proposal as submitted by the Applicant. North DMC shall shortlist bidders for opening of financial proposal. Financial proposal of the firm/s that qualify the said eligibility criteria shall be opened. The firm having the lowest financial bid will be considered for award of work.

#### **3.1 ELIGIBILITY CRITERIA FOR TECHNICAL COMPLIANCE OF THE APPLICANT MANDATORY (3.1.1 & 3.1.2 ARE MANDATORY)**

3.1.1 Experienced Indian Manufacturer & its dealers/ distributors of all kinds of sports related equipments/facilities. The Tenderer/Bidder shall submit Valid Registration of Manufacturing Unit/Plant located in India. The Bidder shall submit Valid Registration Certificate of manufacturing unit/plant License with production capacity located in India.

3.1.2 The Tenderer/Bidder should have adequate post installation localized service facilities/ centres in Delhi. In the case of being a new firm, the Tenderer/Bidders will have to submit a written commitment to establish adequate localized service facilities/centers in Delhi.

**NOTE: IF ANY BIDDER DOES NOT FULFILL THE MANDATORY CONDITIONS ITS BID IS LIABLE TO BE REJECTED. To be eligible for evaluation of its proposal, the applicants shall also have to fulfill the following conditions:**

3.2 The Bidder should have valid test certificates (in the name of manufacturer firm) with respect to equipments issued by the Government or Government designated/ authorized Lab/s / accredited national or international test centers.

3.3 The Tenderer/Bidder should have valid CST/VAT registration certificate as applicable.

3.4 The bidder shall have Tax registration number and PAN/ TAN, ESI, PF, Service Tax, Sales Tax or any other registration as required. Documentary proof to be submitted.

#### **3.5 RELEVANT MINIMUM EXPERIENCE**

3.5.1 The bidder should have satisfactorily completed three works of similar nature each costing not less than **Rs.9.60 lakh** or two works each costing not less than **Rs.14.40 lakh** or one work costing not less than **Rs.19.15 lakh** during the last seven years ending previous day of last date of submission of tenders.

3.5.2 The work shall be considered as completed when completion certificate from concerned agency is submitted along with the work order. The experience of these works for which, only either work orders or only completion certificate are submitted will not be considered.

3.5.3 The work shall be considered as completed when completion certificate from concerned agency is submitted along with the work order. The experience of these works for which, only either work orders or only completion certificate are submitted will not be considered. The bidder should furnish completion –cum- Performance certificate along with work order and P&L account statement with balance sheet of last three consecutive financial years for the said project duly certified by the Chartered Accountant.

3.5.4 In case of certificate issued by the private party, copies of TDS should also be enclosed. The completed similar work/s means of all kinds of sports related equipments/facilities manufacturing in India.



- 3.5.5 The value of executed works shall be brought to current costing level by enhancing the actual value of work with simple interest @ 7% per annum, calculated from the date of completion upto last date of receipt of applications for tenders.

**COMPLETED SIMILAR WORK/S MEANS OF ALL KINDS OF SPORTS RELATED EQUIPMENTS/FACILITIES MANUFACTURING IN INDIA. THE EXPERIENCE/ PERFORMANCE OF WORKS EXECUTED IN FAVOUR OF THE BIDDING FIRM BE SUBMITTED IN THE PRESCRIBED FORMAT (ANNEXURE SECTION 12.2.2) AND MUST ALSO BE ISSUED FROM THE WORK ORDER ISSUING AUTHORITY ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, FOR WHICH THE WORK HAS BEEN EXECUTED**

- 3.6 FINANCIAL CAPABILITY** The Bidder should also maintain the 50% annual average Turnover during the last three years. The bidder should submit the audited balance sheet /P&L account duly certified by the Chartered Accountant for last three financial years.
- 3.7 SOLVENCY CERTIFICATE:** The bidder should have a solvency of Rs.9.60 lakh. (Bankers certificates should be on letter head of the Bank, sealed in cover addressed to EE (Project) Civil Line Zone.
- 3.8** The bidder should have not incurred any loss and more than two years during the immediate last five consecutive financial years.

## **SECTION-4:GENERAL INFORMATION**

### **4. RFP DOCUMENT DETAIL**

#### **4.1 CONTENT OF RFP/TENDER DOCUMENT /INSTRUCTIONS TO BIDDERS**

- 4.1.1 The RFP/Tender contains procedure and contract terms which are prescribed in the RFP Documents. In addition to the RFP Notice the Bidding Documents include Covering Letter, RFP Form/ General Particulars of RFP, Experience –work/ projects of supply and installation of Open Gym ( Green Gym/ Garden Gym) equipment, Declaration by the Bidder, Instruction to Bidder, General Condition of Contract, Scope of Work & Technical specifications, Details of Warranty, Technical Bid, Financial Bid.
- 4.1.2 The Bidder is expected to examine all instructions, forms, terms and specifications as mentioned in the RFP document. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation relating to this work.
- 4.1.3 Failure to furnish all information required by the documents or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and is likely to result in out-right rejection of the Tender.
- 4.1.4 Bidder is required to make his own estimates regarding all costs associated with the Project. The North DMC shall not entertain any disputes in this regard after the bids have been submitted. However, North DMC retains the right to ask for any missing information during the evaluation process.

#### **4.2 INFORMATION REQUIRED WITH THE PROPOSAL.**

- 4.2.1 The Bidder may also provide information with the RFP in the form of separate sheets, drawings, catalogues etc.
- 4.2.2 Any RFP not containing sufficient descriptive material to describe the equipment proposed may be treated as incomplete and hence may be rejected. Such descriptive materials and drawings submitted by the Bidder shall be retained by the North DMC. Any departure from these drawing and descriptive material submitted shall not be permitted during the execution of contract without specific written permission of the North DMC.
- 4.2.3 **LOCAL CONDITIONS** It shall be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effect on the execution of the works covered under these documents and specifications. North DMC shall not entertain any request for clarifications from the Bidder, regarding such local conditions.

#### **4.3 CLARIFICATION OF RFP DOCUMENTS**

- 4.3.1. A prospective Bidder requiring any clarification of the Documents may contact North DMC in writing at the North DMC's office address indicated in the Invitation for Tender.
- 4.3.2 Verbal clarifications and information's given by the North DMC or its employees or its representatives shall not be in any way entertained.
- 4.3.3 All the bidders are requested to be in touch with office of Ex. Engineer(Pr) Civil Line Zone.

#### **4.4. AMENDMENT OF RFP DOCUMENTS**

- 4.4.1 At any time prior to the submission of the Bid or prior to the opening of the Technical/Financial bid the North DMC may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, modify the documents by amendments.
- 4.4.2 The amendment will be notified in writing or through website or by mail to all prospective Bidders, who have received the RFP documents and will be binding on them. North DMC will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. All the bidders are requested to be in touch with office of Ex. Engineer(Pr) Civil Line Zone and North DMC website [www.mcdonline.gov.in](http://www.mcdonline.gov.in) & [www.mcdetenders.com](http://www.mcdetenders.com)
- 4.5 DEVIATIONS TO TENDER CLAUSES:** Tenderer are advised to submit the tenders strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.
- 4.6 CORRECTIONS:** No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be initialed.
- 4.7 FIRM RATES:** The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It is provided that the Contractor/Suppliers shall not change any of the rates, quoted in the tender till the completion of work.

## **SECTION-5: PREPARATION OF BID / RFP DOCUMENT**

### **5. PREPARATION OF BID/ RFP DOCUMENT**

#### **5.1 LANGUAGE OF BID AND MEASURE**

**5.1.1** The RFP prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and NORTH DMC shall be written in the English provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system. The Proposal and all related correspondence and documents shall be written in English language. The currency for the purpose of the proposal shall be the Indian National Rupee.

#### **5.2 DOCUMENT COMPRISING THE BID**

**5.2.1** The RFP prepared by the Bidder shall comprise the following components.

(a) Covering letter as provided in RFP document.

(b) RFP form

(c) Documentary evidence establishing that the bidder is eligible to and is qualified to perform the contract, if its RFP.

(d) Earnest money furnished in accordance with the RFP requirements.

(e) Authorization letter/Power of Attorney in favour of the person representing his firm, that he is authorized to discuss with specific mention of this tender.

#### **5.3 FINANCIAL BID**

**5.3.1** The Bidder are requested to submit the financial bid online only.

**5.3.2 DUTIES AND TAXES** The price quoted should include all taxes and duties, GST, Income Tax, Surcharge on Income Tax, 3<sup>rd</sup> Party Testing Charges of materials/product, if any, etc. A Bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government rules of Income tax/GST etc. will be payable by the Bidder. If any new tax/duty is levied during the contract period the same will be borne by the firm/Bidder exclusively. TDS will be deducted from the payment of the Bidder as per the prevalent laws and rules of Government of India and Government of NCT of Delhi in this regard. The amount of taxes subject to TDS shall be shown clearly by the firm in the bills.

**5.3.3** The successful bidder shall submit a certificate duly certified by CA that the bidder has comply the relevant provisions of the EPF and MP Act, 1952 as applicable against the period of work for which demand / bills are raised. The successful bidder shall also submit relevant documents for the same as and when demanded by North DMC, otherwise North DMC shall withheld the payment due as per provisions of the EPF and MP Act, 1952 for ensuring compliance of this Act by the bidder.

**5.4 BID CURRENCIES** Prices shall be quoted online only in Indian Rupees (INR) only in words and figure both.

#### **5.5 BID SECURITY (Earnest Money)**

**5.5.1** The bidder shall furnish as part of its bid, bid security (earnest Money)for Rs.47,900/-along with Technical Bid as mentioned in the document in the form of a bank draft /pay order issued in favour of COMMISSIONER, NORTH DMC payable at New Delhi.

**5.5.2** Any bid without earnest money will be rejected by the NORTH DMC as non-responsive.

**5.5.3** No Interest shall be payable on the amount of earnest money. The earnest money of successful tenders (L1) may be converted into agreement security and shall be released after the expiry of the agreement/maintenance period which-ever is later.

**5.5.4 The RFP security (earnest money) may be forfeited:**

a) If a Bidder withdraws its RFP during the period of validity

**SECTION-6: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS****6.3. INDICATIVE DIAGRAMS OF EQUIPMENTS**

1 Air Walker



2 Sit up Board



3 Surf Board



4 Horse Rider



5 STAIR STEPPER WITH SURF BOARD



6 Leg Press



7 Seated Puller



8 Push up bars



9 Chest Press



10 Shoulder Builder



11 Cross Trainer



12 Sky Walker



13 Double Twister Rower



14 Rower



## **SECTION-7: SUBMISSION OF RFP**

### **7. SUBMISSION OF RFP**

#### **7.1 SEALING AND MARKING OF RFP**

7.1.1 The RFP must complete all technical and commercial aspect and should contain requisite certificate, drawings, informative literature etc. as required in the specification. Any queries made should be promptly replied within following time schedule by the bidder.

7.1.2 The technical bid should be submitted in a sealed envelope clearly marked as **Technical Bid** alongwith the requisite earnest money in the form of Bank Draft / Pay Order / Banker Cheque. The technical bid envelope should contain all documents required as per tender document.

7.1.3 The Bidder should submit the financial bid online only. **The manual financial bid will not accepted in any case.**

7.1.4 The Correspondence envelope/s shall be addressed to the Executive Engineer (Project) CLZ, Sindhora Kalan, Shakti Nagar, Delhi – 110052.

**7.2 SPIRAL BINDING OF TECHNICAL BIDS** The bidder must submit the Technical bids duly spiral binded of all the documents being submitted. The bid pages should be clearly serial numbered.

**7.3 DEADLINE FOR SUBMISSION OF BIDS** Bids must be submitted at the date and time specified in the documents.

**7.4 LATE BIDS** No late bid shall be entertained and no claim regarding late submission shall be entertained in this regard.

## **SECTION-8: EVALUATION CRITERIA**

**8. EVALUATION CRITERIA** To be eligible for evaluation of its Proposal the Bidder should be fulfilling the following eligibility criteria and must also submit documentary evidence in support of fulfillment of these criteria while submitting the Technical bid. Bids without documentary evidence will not be considered for further evaluation.

### **8.1 MANDATORY**

8.1.1 Only Indian manufacturers and its dealers/distributors of all kinds of sports related equipments/facilities. The Bidder shall submit Valid Registration Certificate of manufacturing unit/plant License with production capacity located in India since at least minimum one year old in manufacturing.

8.1.2 The Tenderer/Bidder should have adequate post installation localized service facilities/ centers in Delhi. In the case of being a new firm, the Tenderer/Bidder will have to submit a written commitment to establish adequate localized service facilities/centers in Delhi.

### **8.2. THE FOLLOWING CRITERIA BUT NOT RESTRICTED THERETO, WILL BE USED TO EVALUATE PROPOSALS:**

#### **8.2.1 FINANCIAL CAPABILITY (Annual Turnover) MAXIMUM 20 MARKS**

- (i) 60% Marks for Annual Turnover of Rs.12.00 Lakh being minimum eligibility criteria.
- (ii) 100% Marks for twice the minimum eligibility criteria as in (i) above.
- (iii) In between (i) & (ii) above on pro-rata basis.

#### **8.2.2. EXPERIENCE MAXIMUM 20 MARKS**

- (i) 60% marks for minimum eligibility criteria
- (ii) 100% marks for twice the minimum eligibility criteria
- (iii) In between (i) & (ii) above on pro-rate-basis.

#### **8.2.3 QUALITY**

##### **8.2.3.1 STRENGTH/LOAD BEARING CAPACITY MAXIMUM 20 MARKS**

- (i) Testing Certificate Report (in the name of manufacturer firm) of Load bearing/ Strength of metal pipes used from any Government or Government designated/ authorized Lab/s **(10 Marks)**
- (ii) Test Certificate/Report (in the name of manufacturer firm) of Bearing used from any Government or Government Designated/ authorized Lab/s **(10 Marks)**

##### **8.2.3.2 SAFETY STANDARDS MAXIMUM 20 MARKS**

- (i) I.S.O. Certification **(10 Marks)**
- (ii) EN16630 Certification **(10Marks)**

##### **8.2.3.3 USE OF NON HAZARDOUS MATERIAL MAXIMUM 5 MARKS**

- (i) Certificate in respect of use of non-hazardous/safe Paints/Power coating in metals used (in the name of Manufacturer firm) from any Government or Government Designated/ authorized Lab/s **(5 Marks)**

##### **8.2.4 PLANT & MACHINERY MAXIMUM 10 MARKS**

- (i) Powder Coating Plant **(3 Marks)**
- (ii) Pipe Bending Machine **(3 Marks)**
- (iii) Welding Machine **(3 Marks)**
- (iv) Automatic Cutting Machine **(3 Marks)**
- (v) Fixtures for Fabrication **(3 Marks)**

##### **8.2.5 PERSONNEL AND ESTABLISHMENT MAXIMUM 5 MARKS**

- (i) Graduate Engineer **1.50 Marks for each Max. 3 Marks**
- (ii) Diploma holder Engineer **1 Mark for each Max. 2 Marks**
- (iii) Supervisor/Forman **0.50 Mark for each Max. 1 Mark.**

**TOTAL :- 100 MARKS**



**NOTES:**

1. **TURNOVER** The bidder should also maintain the 50% Annual Average Turn-over of his firm during last three years. The bidder should submit the audited balance sheet and P&L account duly certified by the Chartered Accountant or last three consecutive financial year.
2. **MINIMUM EXPERIENCE FOR ELIGIBILITY**  
The bidder should have satisfactorily completed three works of similar nature each costing not less than **Rs.9.60 lakh** or two works each costing not less than **Rs.14.40 lakh** or one work costing not less than **Rs.19.15 lakh** during the last seven years ending previous day of last date of submission of tenders. The work shall be considered as completed when completion certificate from concerned agency is submitted along with the work order. The experience of these works for which, only either work orders or only completion certificate are submitted will not be considered. The value of executed works shall be brought to current costing level by enhancing the actual value of work with simple interest @ 7% per annum, calculated from the date of completion upto last date of receipt of applications for tenders. **COMPLETED SIMILAR WORK/S MEANS THE WORK OF SUPPLY/INSTALLATION OF ALL KINDS OF SPORTS RELATED EQUIPMENTS/FACILITIES MANUFACTURING IN INDIA. THE EXPERIENCE/ PERFORMANCE OF WORKS EXECUTED IN FAVOUR OF THE BIDDING FIRM BE SUBMITTED IN THE PRESCRIBED FORMAT (ANNEXURE SECTION 12.2.2) AND MUST ALSO BE ISSUED FROM THE WORK ORDER ISSUING AUTHORITY ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, FOR WHICH THE WORK HAS BEEN EXECUTED.**
3. Evaluation of Proposals will be done by an Evaluation Committee formed by the NORTH DMC. The Committee shall determine the approach and methodologies for the issues, which may arise during the evaluation exercise and have not been addressed in this Tender Document. The decision of the Committee shall be final and binding on all the Bidders
4. Only those Bidders who have secured Technical Score of 60 marks or above out of total 100 (as mentioned above in the table) shall be considered for further evaluation including evaluation of their Financial Bid.
5. If asked by the NORTH DMC, the Bidder must submit the sample of product. If any Bidder fail to comply with this within stipulated time then he may be disqualified from tender. If the department feels it is necessary then they should visit manufacturers unit to get satisfy about quality of products as mentioned at 14.29 & 14.30 in General Conditions & Information of Contract of this RFP.
6. The award will be made on the basis of **L-1 (In Aggregate)** i.e. the lowest price bid quoted by the technically qualified bidder.
7. Detail of Plant & Machinery (8.2.4) and Personnel & Establishment (8.2.5) be submitted with supporting documents.

## **SECTION-9: RFP OPENING AND EVALUATION**

### **9. RFP OPENING AND EVALUATION**

#### **9.1 OPENING OF RFP.** The procedure of opening of the RFP shall be as under:

- 9.1.1 The “**Technical bid & “EMD** shall be opened at the time and date mentioned in the notice in the office EE(Pr.)/CLZ in the presence of bidders/tenders, who choose to be present.
- 9.1.2 The online Financial Bid shall be opened after the bidder(s) found commercially clear and technically suitable as per evaluation criteria of technical bid.
- 9.1.3 The date of opening of financial bid shall be notified after evaluation of technical bids and to be intimated to responsive bidders by mail/Speed post etc.

#### **9.2 CLARIFICATION OF RFP.** To assist in the examination, evaluation and comparison of bids the NORTH DMC may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

## **SECTION-10:DECLARATION BY THE TENDERER /BIDDER**

### **10. DECLARATION BY THE TENDERER / BIDDER**

I/We \_\_\_\_\_(hereinafter referred to as the Bidder) being desirous of tendering for the work of “Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone” as per the above mentioned RFP and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the RFP document, do hereby undertake and declare that:

1. The Bidder is fully aware of all the requirements of the RFP document and agrees with all provisions of the RFP document.
2. The Bidder is capable of executing and completing the work as required in the tender.
3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The Bidder has no collusion with other Bidder, any employee of NORTH DMC or with any other person or firm in the preparation of the bid.
5. The Bidder has not been influenced by any statement or promises of NORTH DMC or any of its employees, but only by the RFP document.
6. The Bidder is financially solvent and sound to execute the work.
7. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of NORTH DMC.
8. The information and the statements submitted with RFP are true.
9. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
10. The Bidder has not been banned/debarred/black listed by NORTH DMC or any other Organization / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/contract/business.
11. This offer shall remain valid for acceptance for 5 (Five) months from the date of opening of the financial bid.
12. The Bidder has attached herewith the earnest money as required in the RFP document.
13. The Bidder accepts that the earnest money be absolutely forfeited by NORTH DMC if the Bidder fails to undertake the work or sign the contract within the stipulated period.
14. The Bidder gives the assurance to execute the tendered work as per specifications, terms and conditions of Work, Warranty and A.M.C. if required.
15. The bidder gives the assurance that no misleading or false representation or deliberately suppressed information in the forms, statements and enclosures has been submitted.
16. If the is submitted through Power of Attorney ,the Bidder shall submit Power of Attorney for Signing of Application as per format in favour of the Authorized Signatory.
17. At any stage, if any documents/information submitted by the bidder found forged/ false/ incomplete/unsatisfactory, the NORTH DMC may reject the bid without any notice and the bidder will have no objection to it.

**(Signature of Bidder) with seal.**

## **SECTION-11: CHECK LIST WITH R.F.P**

### **11. CHECK LIST OF ANNEXURES WITH RFP.**

<b>S.No.</b>	<b>Particulars</b>	<b>Yes/No</b>	<b>Page no</b>
1	Details of RFP document fee (bank draft no. and date)		
2	Details of Earnest money (bank draft No. and date)		
3	Indian manufacturers and its dealers/ distributors Registration Certificate.		
4	Registration Certificate of manufacturing unit/plant License with production capacity located in India		
5	Quality & Test Certificates Required as per criteria to evaluation of Bid.		
6	The Bidder should have adequate post installation services facilities in Delhi. The details of which should be enclosed. (In case new firm written commitment)		
7	The Bidder should have adequate financial stability and status to meet the financial obligations pursuant to the scope of works. Audit report/ audited balance sheet duly certified by Chartered Accountant of last three financial years.		
8	Turnover (last financial year) duly verified by a registered Chartered Accountant 2013-14, 2014-15 & 2015-16.		
9	Valid GST registration certificate. A copy of which should be enclosed also certified copy of CA for complying the relevant provisions of EPF and MP Act,1952		
10	Solvency Certificate		
11	Power of Attorney/Authorization letter of the Bidder, for the person representing his firm, that he is authorized to deal and with specific mention of this tender.		
12	Experience -Relevant project(s) Completed (number of pages /copies attached)		
13	Drawing and specification along-with catalogue		
14	Declaration/Undertaking stating that the company is / has not been banned/debarred/black listed by any Organization / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/ contract/ business		
15	Purchased/Downloaded RFP tender document attached or not		
16	STRENGTH/LOAD BEARING CAPACITY Certificate of Load bearing/Strength of metal pipes used		
17	STRENGTH/LOAD BEARING CAPACITY Certificate of F.R.P./Rotomould etc.		
18	SAFETY STANDARDS I.S.O. Certification		
19	SAFETY STANDARDS EN16630 Certification		
20	SAFETY STANDARDS: Any other International Accreditation Certificate for safety.		
21	USE OF NON HAZARDOUS MATERIAL: Certificate in respect of use of non-hazardous/safe paints/Power coating in metals		
22	USE OF NON HAZARDOUS MATERIAL: Certificate in respect of non hazardous/safe Powder coating in F.R.P./ Rotomould etc		
23	Signed and Stamped on each page of the tender document.		
24	Any other information related to this project.		

Please flag the annexure and write page number in the box.

**(Signature of Bidder) With Seal**

**SECTION-12: APPLICATION FORMAT & ANNEXURE PROFORMAS**

**12.1 APPLICATION FORMAT FOR SUBMISSION OF BID**

FROM:

(Full name and address of the Bidder)

M/S.....  
.....  
.....  
.....

To

**The Executive Engineer (Pr)Civil Line Zone**  
Sindhora Kalan, Shakti Nagar,  
Delhi – 110052.

**Subject: Offer in response to Request for Proposal for “Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone”.**

**Sir,**

We hereby submit our offer in full compliance with terms & conditions of the attached RFP. The BID is submitted in two separate and sealed envelope Technical Bid (manual / online) & Financial Bid (online only). The bidder gives the assurance that no misleading or false representation or deliberately suppressed information has been submitted.

The Technical bid (in case of Manual) is being submitted have been spiral binding of all the documents.

The bid contains \_\_\_\_\_ pages.

**(Signature of Bidder) With Seal**

**12.2 ANNEXURE PROFORMAS**

**12.2.1 FORMAT OF HANDING OVER CERTIFICATE FOR EQUIPMENT**

(To be submitted in quadruplicate)

Certified that the Open Gym (Green Gym/Garden Gym) Equipments have been installed and tested successfully at (location details – full address of site) and has been handed over on date \_\_\_\_\_ with the following assets.

S.No.	Specification/ Detail items	Quantity (nos.)	Check List (description)

**(A) Installation Report:**

1. Verified that civil work carried out as per recommendation. Yes/No
2. Verified that all equipments are installed in right area and correctly oriented. Yes/No
3. Verified that the Open Gym (Green Gym/Garden Gym) equipment has been checked at full load Yes/No
4. Verified that Open Air Gym equipment are installed properly and are tight and secure and have not received damage during transportation. Yes/No
5. Verified that training for operation & minimum maintenance of the Equipments has been provided to end user. Yes/No
6. Verified that user manual has been provided to end user. Yes/No

(B) M/s ..... has installed and handed over the Open Gym (Green Gym/Garden Gym) equipment. The usage and the minimum maintenance for the Equipments have been explained to end user and NORTH DMC Officials at site.

(C) Users Remarks, if any: .....

Handed Over by:	Taken Over by User :
For M/s. _____	
Authorized Signatory)	Signature
Name:	Full Name & Designation
Seal :	(Counter signed by S.O., Hort. Ward no. .... )

Signature with Name & Seal

Copy to :

1. Copy to User
2. Copy to Director(Horticulture)/ NORTH DMC
3. Copy to Contractor

**12.2.2 EXPERIENCE CERTIFICATE PROFORMA**

**Details of project completed in respect of “Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone.”**

Please fill in information about similar projects undertaken, if any in the following format

1. Name of organization, which has awarded the work/s. :
2. Name & location of the work. :  
(Please also enclosed copy of work order)
3. Total contractual amount :
4. Total cost of work completed
5. Date of Award :
6. Date of Completion of Work
7. Name of the firm which executed the work  
with detail of involvement in work as an  
individual or as a company or as partner.
8. Was the work satisfactory completed  
within stipulated period or not?  
(Please attach copy of the related document/  
Item/s of work executed/performed)

**Signature & Seal of Issuing Authority**

**NOTE:**

**COMPLETED SIMILAR WORK/S MEANS ALL KINDS OF SPORTS RELATED EQUIPMENTS/FACILITIES MANUFACTURING IN INDIA. THE ABOVE EXPERIENCE/ PERFORMANCE OF WORKS EXECUTED IN FAVOUR OF THE BIDDING FIRM BE SUBMITTED IN THE PRESCRIBED FORMAT AND MUST ALSO BE ISSUED FROM THE WORK ORDER ISSUING AUTHORITY ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, FOR WHICH THE WORK HAS BEEN EXECUTED.**

**12.2.3 FORMAT FOR TURNOVER & FINANCIAL CAPABILITY OF BIDDER DULY CERTIFIED BY REGISTERED CHARTERED ACCOUNTANT**

Particulars/ Accounting Year	Year 2013-14	Year 2014-15	Year 2015-16

**Note:**

1. Authorized Share Capital
2. Paid up Share Capital (excluding share Application Money and Preference Shares)
3. Reserves and Surpluses (excluding revaluation reserves)
4. Intangible Assets, Misc. Expenses not written off, Accumulated Losses
5. Net Worth (2+3-4)
6. Total Turnover (Year-wise)
7. Debt mobilized during the year



**12.2.4 FORMAT FOR SOLVENCY CERTIFICATE**

**(TO BE ISSUED FROM NATIONALISED/SCHEDULED BANK )**

(On Banks Letter Head) No.....

Date:

To

The Commissioner, North DMC

.....,  
.....

**A/c to (Bidder Firm Name)**

**SOLVENCY CERTIFICATE**

We the \_\_\_\_\_(**Bank Name**) do hereby certify that \_\_\_\_\_ (**Name of the Bidder Firm and address**) having their office at \_\_\_\_\_ (**Office Address**) is solvent to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as disclosed by the information and records which are available with the aforesaid bank.

For (Bank Name)  
Sign & Stamp of Bank Manager

**12.2.5 FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

**Power of Attorney**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr /Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of the project in the country of India, including signing and submission of all documents and providing information/responses to NORTH DMC, representing us in all matters before NORTH DMC, and generally dealing with NORTH DMC in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

.....

Accepted

\_\_\_\_\_

(Signature) (Name, Title and Address) of the Attorney

Note:

The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure. (To be signed and executed on non- judicial Stamp Paper)

**12.2.6 BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY**

**(In case of PERFORMANCE SECURITY deposited through Bank Guarantee)  
(To be executed on non Judicial stamped paper of an appropriate value)**

**Bank Guarantee in favour of “COMMISSIONER, NORTH DMC”** payable at New Delhi and shall be addressed to :

The Executive Engineer (Pr) Civil Line Zone  
.....  
.....

Bank Guarantee No : .....

Date.....

Amount of Guarantee : .....

Guarantee Period : From ..... to..... (minimum 9 (nine) Months) Guarantee

Expiry Date : .....

Last date of Lodgement : .....

**WHEREAS M/s .....( hereinafter called the bidder) has submitted its bid dated ..... for providing “Providing and fixing of open gym equipments & development of platform” vide tender /RFP number..... date..... that we..... of having our registered office at ..... ( hereinafter called the Bank) are bound unto. The owner of the sum of Rs. .... ( Rs.....only) for which payment will and truly to be made of the owner, the Bank bind itself, its successors and assigns by these present. The condition of the obligations are:**

1. If the bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.

(a) fails or refuses to execute the Contract, if required

OR

(b) fails or refuses to furnish the performance security in accordance with the instruction to bidders.

OR

(c) fails or refuses to perform duties fully or partially to the satisfaction of North DMC. We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the owner will not justify the demand of the amount claimed by its due to owing occurrence of any one or both the condition, specifying occurred condition and conditions. This guarantee will remain in force as specified in RFP for a period of nine (9 ) month or bid validity and any demand in respect thereof should reach the bank not later than the specified date/ dates. Name & Signature of witness  
Signature of the Bank Authority Address of witness Name Signed in capacity of Full address of Branch Tel. No. and Fax No. of branch

### 12.2.7 BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY

(In case of PERFORMANCE SECURITY deposited through Bank Guarantee)  
(To be executed on non Judicial stamped paper of an appropriate value)

Bank Guarantee in favour of "COMMISSIONER, NORTH DMC" payable at New Delhi and shall be addressed to:

Executive Engineer (Pr.) Civil Line Zone North Delhi Municipal Corporation

Bank Guarantee No: .....

Amount of Guarantee:

Guarantee Period: From ..... to ..... (30 Months)

Guarantee Expiry Date : .....

Last date of Lodgment: .....

WHEREAS North Delhi Municipal Corporation, Executive Engineer (Pr) Civil Line Zone (hereinafter referred to as "The Owner" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance (LoA)] ("Contract") with [insert name of the Successful Bidder] ..... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution the work of "**Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents] ..... and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 5% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof. AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the "Bank") having its registered office at [insert the address] ..... and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

(ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here] ..... only)

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within twelve (12) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

## 12.2.8 AGREEMENT PROFORMA

**CONTRACT AGREEMENT NO..... DATED .....**

THIS AGREEMENT is made on ..... between **North Delhi Municipal Corporation** (hereinafter referred to as “NORTH DMC” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place “office of **Executive Engineer (Pr) Civil Line Zone**”.

**AND**

**M/s.....**having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to NORTH DMC.

NOW THIS AGREEMENT WITNESSTH as follows:

**I. WHEREAS** the NORTH DMC invited bids through open tender, vide Notice Inviting Tender dated .....for “**Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone**” vide Tender/ R.F.P. No. ....

**II. AND WHEREAS** the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the NORTH DMC

**III. AND WHEREAS** the NORTH DMC has selected **M/s.....**as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Award (LoA) No. ....**, to the Contractor on ..... for a total sum of ..... [Rupees ..... Only].

**IV. AND WHEREAS** the NORTH DMC desires that the work of “**Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone**” be performed, executed and completed by the Contractor.

**V. AND WHEREAS** the Contractor acknowledges that the NORTH DMC shall enter into contracts with other contractors / parties for “Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone” in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

**VI. AND WHEREAS** the terms and conditions of this Contract have been fully agreed between the NORTH DMC and the Contractor as parties of competent capacity and equal standing.

**VII AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for execution of the work of “Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone” failing which the Contract is liable to be terminated at any time, without assigning any reasons by the NORTH DMC.

**VIII AND WHEREAS** the NORTH DMC and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to. 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) The Letter of Intent (LOI) issued by the NORTH DMC.
- (b) Letter of Award (LOA) issued by the NORTH DMC
- (c) The complete Bid, as submitted by the Contractor.
- (d) The Addenda, if any, issued by the NORTH DMC.
- (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
- (f) Charges – Schedule annexed to this Article of Agreement
- (g) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

**IX. IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

**(Authorized Signatory)**

Signed on Behalf of  
**NORTH DELHI MUNICIPAL CORPORATION**  
**(Authorized Signatory)**

### **SECTION-13: AWARD OF CONTRACT**

- 13.1 NORTH DMC reserves the right of negotiation with eligible bidders before the finalization of the tender.
- 13.2 The NORTH DMC reserves the right at the time of award of contract to increase or decrease the quantity of goods and locations of supply without any change in price or other terms and conditions.
- 13.3 NORTH DMC RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.** NORTH DMC reserves the right to reject any or all the tenders or accept any in total or in parts or work may be divided among various Bidders without assigning any reason thereof.
- 13.4 NOTIFICATION OF AWARD** Prior to the expiration of the period of validity the NORTH DMC will notify the Bidders by registered letter or e-mail ( to be confirmed in writing by letter), that the bid has been accepted.
- 13.5 EXECUTION PERIOD** The Agency / Firm, will be finalized for award of work and the work shall have to be completed within two months from the date of award of work as per the instructions of Work-in-charge. The date of start shall be reckoned from the 10th day of award of work.
- 13.6 CONTRACT** Before execution of the work, a contract agreement for execution of the work shall be signed with the Bidder. Bidder has to sign the agreement within the **10 days** of communication of acceptance of the offer by NORTH DMC; otherwise earnest money of the Bidder deposited with the tender shall be forfeited. The expenses of stamp duty, with respect to the agreement shall be borne by the Bidder. If required and desired by the end user the successful Bidder may have to enter in an agreement with the end user on the similar terms & conditions.



## **SECTION-14: General Rules & Directions**

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in news papers as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings, and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender as a part of tender document, shall be open for inspection by the contractor at the office of officer inviting tender during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

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

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

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

- 4A. In case of percentage rate tenders, tenderer shall fill up the usual printed form, stating at what percentage below/ above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractor who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in the Rule-I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest within 28 days of such rejection.
6. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issued rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. The tenderers shall sign a declaration under the Officials Secret Act 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderer shall return the drawings given to them.
- 9A. Use of correcting fluid, any where in tender document is not permitted. Such tender is liable for rejection.

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

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

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

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

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

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

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

- 12A In percentage rate tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word 'P' after the decimal figures e.g. 'Rs.2.15P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.
- 13 i) The contract or whose tender is accepted, will be required to furnish performance guarantee of 5% (five percent) of the tendered amount within the period specified in schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or deposit a call receipt of any scheduled bank/banker's cheque of any scheduled bank/demand draft of any scheduled bank/pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or government securities or fixed deposit receipts or guarantee bonds of any scheduled bank or the state Bank of India in accordance with the prescribed form.
- ii) The contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 5% of the tendered value of the work. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The security amount will also be accepted in cash or in the shape of Government securities. Fixed deposit receipt of schedule bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to the Engineer-in-Charge.
15. Sales tax/VAT, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Commissioner, MCD will not entertain any claim whatsoever in respect of the same.
16. The contractor shall give a list of both gazetted and non-gazetted MCD employees related to him.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
- 18 The tender for composite work includes, in addition to building work all other works such as sanitary and water supply installation drainage installation, electrical work, horticulture work, roads and paths etc. the tenderer apart from being a registered contractor (MCD) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
19. The contractor shall submit list of works which are in hand (Progress) in the following form:-

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

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

## **SECTION-15: CONDITIONS OF CONTRACT**

### **DEFINITIONS**

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

### **Scope and Performance**

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

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

#### **Works to be carried out**

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

#### **Sufficiency of Tender**

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

#### **Discrepancies and Adjustment of Errors**

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special condition in preference to General Conditions.
- 8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed: -
- (i) Description of Schedule of Quantities.
  - (ii) Particular Specification and Special Condition, if any.
  - (iii) Drawings.
  - (iv) MORT&H/C.P.W.D. Specifications.
  - (v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying of conflicting provision made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of quantities or any omission there from shall not vitiate the Contract or Release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
9. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of :-
- (i) The notice inviting tender, all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - (ii) Standard M.C.D. Form as mentioned in Schedule 'F' consisting of :
    - (a) Various standard clauses with corrections upto the date stipulated in Schedule 'F' along with annexure thereto.
    - (b) C.P.W.D. Safety Code.
    - (c) Model Rule for the protection of health, sanitary arrangements for workers employed by M.C.D. or its contractors.
    - (d) CPWD Contractor's Labour Regulations.
    - (e) List of acts and omissions for which fines can be imposed.

## **SECTION-16: CLAUSES OF CONTRACT**

### **CLAUSE 1**

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

The person / persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit M.C.D. at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work .Such deductions will be made and held by M.C.D. by way of Security Deposit unless he / they has / have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts or Guarantee Bonds of any Schedule Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the MCD part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the M.C.D. to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of sufficient part of this security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by M.C.D. on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10days make good in case or Guarantee Bond in favour of the M.C.D. or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks (in case of guarantee offered by Schedule Banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India); or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer – in – Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

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

*Note 2:-* Government Securities will include all forms of Securities mentioned in rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

### **CLAUSE 2**

#### **Compensation for Delay**

If the contractor fails to maintain the required progress in terms of Clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the MCD on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Superintending Engineer (Whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / week (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete. This will also apply to items or group of items for which a separate period for completion has been specified.

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

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

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group or items or work for which a separate period of completion is originally given. The amount of compensation may be adjusted set – off against any sum payable to the Contractor under this or any other contract with the M.C.D.

**CLAUSE 3****When Contract can be Determined.**

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

(i) If the contractor having been given by the Engineer – in – Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-work man like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or it circumstance shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer – in – Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer – in – Charge.

(iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer – in – Charge

(v) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7days after notice in writing is given to him in that behalf by the Engineer – in – Charge.

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

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

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

(c) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un – executed out of his hands and to give it to another contractor to complete in which case any expense which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer – in – Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by M.C.D. under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by

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

#### **CLAUSE 4**

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

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

#### **CLAUSE 5**

##### **Time and Extension for Delay.**

The time allowed for execution of the works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 15th day or such time period as mentioned in Letter of Award after the date on which the Engineer – in – Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

- 5.1 As soon as possible after the contract is concluded the Contractor shall submit a time and progress Chart and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer – in – Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work. The contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate program has been agreed upon) complete 1/8th of the whole of



work before 1/4th of the whole time allowed in the contract has elapsed 3/8th of the work before one – half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed.

- 5.2 If the work(s) be delayed by: -
- i) Force majeure, or
  - ii) Abnormally bad weather, or
  - iii) Serious loss or damage by fire, or
  - iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
  - v) delay on the part of other contractors or tradesmen engaged by Engineer – in Charge in executing work not forming part of the Contract, or
  - vi) Non – availability of stores, which was the responsibility of MCD to supply or
  - vii) Non – availability or break down of tools and Plant to be supplied or supplied by M.C.D. or
  - viii) Any other cause which, in the absolute discretion of the authority mentioned in Schedule ‘F’ is beyond the Contractor’s control.
- Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer – in – Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer – in – Charge to proceed with the works.
- 5.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4 In any such case the authority mentioned in Schedule ‘F’ may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Engineer – in – Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer – in – Charge and this shall be binding on the contractor.

## **CLAUSE 6**

### **Measurements of Work Done**

Engineer – in – Charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done. All measurement of all items having financial value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all performed under the contract. All measurement and level shall be taken jointly by the Engineer – in Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer – in – Charge and the contractor or their representatives in token for their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties. If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer – in – Charge or his representative, the Engineer – in – Charge and the Department shall not entertain any claim representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance of fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer – in – Charge or his representative shall be deemed to be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set for the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian standards and if for any item no such standard is available then a mutually agreed method shall be followed. The contractor shall give not less than seven days notice to the Engineer – in – Charge of his authorized representative In

charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of Engineer – in – Charge or his authorized representative In charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer – in – Charge’s consent being obtained in writing the same shall be uncovered at the Contractor’s expense, or in default thereof no payment or allowance shall be made for such work or the material with which the same was executed. Engineer – in – Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

## **CLAUSE 7**

### **Payment on Intermediate Certificate to be Regarded as Advances**

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer – in – Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with the net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule ‘F’ in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer – in – Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer – in – Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contract. Payment on account of amount admissible shall be made by the Engineer – in – Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer – in – Charge. The payment of passed bills will depend on availability of funds in particular head of account from time to time in M.C.D. Payment of bills shall be made strictly on queue basis ie first the passed liabilities will be cleared and after that the release of payment for passed bills will be in order of demand received at HQ under particular head of account. All such interim payments shall be regarded as payments by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed re – entered. Any certificate given by the Engineer – in – Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of Engineer – in – Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in anyway vary or affect the contract. Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority. The Engineer – in – Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed upto the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing

items) upon lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurement thereof.

## **CLAUSE 8**

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

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

## **CLAUSE 8A**

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

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

## **CLAUSE 8B**

### **Completion Plans to be Submitted by the Contractor**

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

## **CLAUSE 9**

### **Payment of Final Bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate completion furnished by the Engineer – In – Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items

in dispute, for quantities and rates as approved by Engineer – in – Charge shall be made as under. The payment of passed bills will depend on availability of funds in particular head of account from time to time in M.C.D. Payment of bills shall be made strictly on queue basis ie first the passed liabilities will be cleared and after that the release of payment for passed bills will be in order of demand received at HQ under particular head of account.

## **CLAUSE 9A**

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

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

## **CLAUSE 10**

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

Materials which M.C.D. will supply are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer – in – Charge. As soon as the work is awarded, the contractor shall finalise the program for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings / or schedule or quantities of the work. The contractor shall give in writing his requirement to the Engineer – in – Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer – in – Charge, in accordance with the agreed phased program of work indicating monthly requirement of various materials. The contractor shall place his indent in writing for issue of such material at least 7days in advance of his requirement. Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being mad to the contractor, from any sum then due or which may therefore become due to the contractor under the contract of otherwise or form the security deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site in original good condition. The contractor shall submit along with every running bill (on account or interim bill) material – wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter / section – wise in the case of steel) and resulting variations and reasons therefore. Engineer – in – Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory. The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Not withstanding anything to the contrary contained in any other clause of the contract and (or the CPWD Code) all stores / materials so supplied to the contractor or procured with the assistance of the M.C.D. shall remain the absolute property of M.C.D. and the contractor shall be the trustee of the stores / materials, and the said stores / materials shall not be removed / disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer – in – Charge in as good a condition in which they

were originally supplied at a place directed by him, at a place of issue or any other place specific by him as he shall require, but in case it is decided not to take back the stores / materials the contractor shall have no claim for compensation on any account of such stores / materials so supplied to him as aforesaid and no used by him or for any wastage in or damage to in such stores / materials. On being required to return the stores / materials, the contractor shall hand over the stores / materials on being paid or credited such price as the Engineer – in – charge shall determine, having due regard to the condition of the stores / materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer – in – Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and / or for criminal breach of trust, be liable to M.C.D. for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that he contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non – supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the material and store supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer – in – Charge whose decision in this regard shall be final and binding on the contractor. The contractor shall see that only the required quantities of materials are got issued. Any such materials remaining unused and in perfectly good / original condition at the time of completion or determination of the contract shall be returned to the Engineer – in – Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

#### **CLAUSE 10A**

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

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

articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Engineer – in – Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer – in – Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer – in – Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

## **CLAUSE 10B**

### **Secured Advance on Non – Perishable Materials**

(i) The contractor, on signing and indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any material which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and / or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clause of this contract. Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

### **Mobilization Advance**

(ii) Mobilization advance not exceeding 5% of the estimated cost put to tender of 5% of tender value which ever is less may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee Bond from a Scheduled Nationalized Bank as specified by the Engineer – in – Charge for the full amount of such advance is released. Such advance shall be in a suitable number of installments to be determined by the Engineer – in – Charge in this behalf. The second and subsequent installments shall be released by the Engineer – in – Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer – in – Charge. Mobilization advance shall be admissible only for works where estimated cost put to tender in rupees two crores & above.

### **Plant & Machinery Advance**

(iii) An advance for plant & machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the option of the Engineer – in – Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% per cent of the estimated cost put to tender or 5% of tender value whichever is less. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 90% of the price of such new plant and equipment paid by contractor for which the contractor shall produce evidence satisfactory to the Engineer – in – Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer – in – Charge. The contractor shall, if so required by the Engineer – in – Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income – Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant equipment of a value less than Rs. 50,000/- Seventy five per cent of such amount of advance shall be paid after plant & equipment is brought to site and balance twenty five per cent on successfully commissioning the same. This advance shall further be subject to the condition

that such plant and equipment (a) are considered by the Engineer – in – Charge to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the M.C.D. as specified by the Engineer – in – Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer – in – Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose steel scaffolding and form work shall be treated as plant and equipment. The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurance will be borne by the contractor.

### **Interest & Recovery**

- (iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 18 per cent per annum and shall be calculated from the date of payment to the date of recovery, both day inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro – rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.
- (v) If the circumstance are considered reasonable by the Engineer – in – Charge, the period mentioned (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer – in – Charge.
- (vi) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

### **CLAUSE 10C**

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

If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and / or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase exceeds ten per cent of the price and / or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and / or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied, provided always that any increase so payable is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to any delay in the execution of the contract within the control of the contractor. Provided, however, no reimbursement shall be made if the increase is not more than 10% of the said prices / wages, and if so, the reimbursement shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase has become operative after the contract or extended date of completion of the work in question. If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer – in – Charge's stores in accordance with Clause 10 thereof) and / or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax) and such decrease exceeds ten per cent of the prices and / or wages prevailing at the time of receipt of the tender for the work. M.C.D. shall in respect of material incorporated in the works (not being materials supplied from the Engineer – in – Charge's stores in accordance with Clause – 10 hereof) and / or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the materials and / or wages as prevailed at the times of the last stipulated date for receipt of tenders including

extensions if any for the work minus ten per cent thereof and the prices of materials and / or wages of labour on the coming into force or such law, statutory rule or order. The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the M.C.D. and further shall, at the request of the Engineer – in – Charge may require any documents so kept and such other information as the Engineer – in – Charge may require. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and / or wages of labour, give notice thereof to the Engineer – in – Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

#### CLAUSE 10 CA

**Payment due to increase/ decrease in prices of cement and steel reinforcement bars after receipt of tender** If after submission of the tender, the price of the materials specified in schedule F increase/decrease beyond the **base price (S) as indicated in schedule F for the work**, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of contract including the justified period extended under the provisions of Clause 5 of the Contract without action under Clause-2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase/decrease in prices of cement, steel reinforcement and structural steel shall be determined by the Price indices issued by the **Director General CPWD**. For other items provided in the schedule F, this shall be determined by the All India Wholesale Price Indices of material as published by Economic Adviser to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement and structural steel shall be as issued under the authority of **Director General CPWD** applicable for Delhi including Noida, Gurgaon, Faridabad & Ghazibad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by the concerned Zonal chief Engineer **and as indicated in Schedule F**. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of the nearest similar material as indicated in schedule F shall be followed.

The amount of the contract shall accordingly be varied for cement and /or steel reinforcement bars and will be worked out as per the formula given below for individual material:-.

Adjustment for component of individual material

$$V = P \times Q \times \frac{CI - CI_0}{CI_0}$$

Where,

V= Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

P= **Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in schedule F**.

Q= Quantity of material bought at site for bonafide use in the works since previous bill.

CI<sub>0</sub> = Price Index for cement, steel reinforcement bars and structural steel as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in schedule F. For other items, if any, provided in schedule F, All India Wholesale Price Index for the materials as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in schedule F.

CI= Price Index for cement, steel reinforcement bars and structural steel as issued under the authority of **DG, CPWD** for period under consideration. For other items, if any, provided in schedule F, All India



Wholesale Price Index for the material for period under consideration as published by Economic advisor to Government of India, Ministry of Industry and Commerce.

Note (i) In respect of the justified period extended under the provisions of clause 5 of the contract without and action under clause 2, the index prevailing at the time of stipulated date of completion of the prevailing index of the period under consideration, whichever is less, shall be considered.

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of materials covered in this Clause.

(ii) If during progress of work or all the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

(iii) Cement mentioned wherever in this clause includes cement component used in RMC brought at site from outside approved RMC plants, if any.

#### **CLAUSE 10 CB**

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

If after submission of the tender, the price of Bitumen incorporated in the work (not being a material supplied from MCD Store) Increase(s) beyond the price(s) prevailing at the time of the last stipulated date for receipt of tender for the work, then the amount of contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work (including extension, if any) in question. In the event, the prices of bitumen required for execution of work decreases, the MCD shall in respect of the quantity of bitumen incorporated in the work be entitled to deduct from the dues of the contractor, such amount as shall be equalling to the amount worked out in case of increase in prices and in this regard, the formula wherein below stated under this clause shall apply mutatis-mutants. The increase / decrease shall be determined by the ex-refinery price of the bitumen (basic cost + excise duty + Sales Tax) prevailing as on the last stipulated date of receipt of tender and for the period under consideration. The amount of the contract shall be varied for bitumen and will be worked out as per the formula given below: Adjustment for component of bitumen  $VB = QB \times (BI - BO)$  Where: VB = Variation in cost of bitumen i.e. increase or decrease in the amount in rupees to be paid or recovered QB = Quantity of bitumen used in the work done for the period under consideration Worked out on the basis of percentage specified in the job mix formula. BO = Ex-refinery price of bitumen (basic cost + excise duty + sales tax) prevailing as on the last stipulated date of submission of tender. BI = Ex-refinery price of bitumen (basic cost + excise duty + sales tax) for the period under consideration. The component for adjustment shall be worked out at quarterly intervals and shall be with respect to the quantum of work done as per the bills during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the bitumen price is revised by the refinery and thereafter at every three months interval. The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of the MCD and further shall, at the request of the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require. The contractor shall within a reasonable time of his becoming aware of any alteration in the price of any such material(s) and / or wages of labour give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereof which he may be in position to supply.

#### **CLAUSE 10CC (Not applicable)**

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

#### **CLAUSE 10D**

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

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a week, etc. as M.C.D.'s property and such materials shall be disposed of to the best advantage of M.C.D. according to the instruction in writing issued by the Engineer – in – Charge.

#### **CLAUSE 11**

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

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

#### **CLAUSE 12**

##### **Deviations / Variations Extent and pricing**

The Engineer – in - Charge shall have power (i) to make alteration in, omission from, additions to, or substitutions from the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non – availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer – in – Charge and such alterations omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- 12.1.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:
- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
  - (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer – in – Charge.
- 12.1.2 Rates for such altered, additional or substituted work shall be determined by the Engineer – in – Charge as follows:
- (i) If the rate for altered, additional or substituted item of work is specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule or quantities of the particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedules of quantities.
  - (ii) If the rate of any altered ,additional or substituted item of work is not specified in the schedule or quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule or quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particular parts of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule quantities.

(iii) If the rate for altered, additional or substituted item of work cannot be determined in the manner specific in sub – paras (i) and (ii) above, then such item of works shall be carried out at the rate entered in Schedule of Rates mentioned in Schedule ‘F’ plus / minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.

(iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub – para (I) to (iii) above, then the rate for such item for work shall be derived from the Schedule of Rates specified in Sub – para (iii) above plus / minus the percentage mentioned in that sub – para. In the case of materials issued by the MCD, issue rates of materials, with storage charge recovered, enhanced by two and a half per cent for profit and overheads shall be adopted in place of schedule rate plus percentage specified in sub – para (iii) Provided always that its rate(s) for part(s) of the item(s) are not available in the schedule of Rates specified above, rate for part(s) of such item(s) shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order plus ten per cent for profit and overhead.

(v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub – paras (I) to (iv) above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer – in – Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer – in – Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer – in – Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer – in – Charge on the basis of market rate(s). (vi) (A) Except in case of items relating to foundations as it exists at the time of commencement of work (see vi B Below), provisions contained in sub clauses (I) to (v) above shall not apply to contract, altered or substituted items as individually exceed the deviation limit specified in Schedule ‘F’ subject to the following :-

a) Deviation limit apply to individual items.

b) The value of additions of items, of any individual trade not already included in the contract, shall not exceed 10% of the Tendered value of work, subject to overall deviation limit as provided in vi (A). Provided further that in case where the original item is substituted, the Substituted item shall be deemed to have replaced the original item in the contract itself to that extent and above provisions pertaining to the deviations shall apply with respect to such substituted item and not the original item. (vi) (B) In case of items relating to foundations as it exists at the time of commencement of work, quantities of which may change due to site conditions, provisions contained in sub – Clause (I) to (v) above shall not apply to : a) Value of any item of any individual trade which exceed by more than the percentage mentioned on schedule ‘F’ of the value of that trade, included in the contract, as a whole, unless the contractor and the Engineer – in – Charge agree to a higher percentage of any particular item. b) The value of item not included in the contract in excess of 10% of the Tendered value of work.

*Note:* - Individual trade means the Sub – heads into which the schedule of quantities as provided in the contract has been divided and in the absence of any such provisions in the contract the sub – heads as given in the schedule of rates.

12.2 In the case of contract items, substituted items, contract cum substituted items or additional items which exceed the limits laid down in sub para (vi) of condition 12.1.2. above, the contractor may within fifteen days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities or those derived in accordance with the provisions of sub para (I) to (iv) of conditions 12.1.2. by more than five percent, the Engineer – in – Charge shall, within three months or receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and if the rates submitted by the contractor, determine the rates on the basis of the market rates and if the rates so determined exceed the rates specified in the schedule of quantities or those derived in accordance with the provisions of sub paras (I) to (iv) of condition 12.1.2. by more than five percent, the contractor shall be paid in accordance with the rates so determined. In the event of the

contractor failing to claim revision of rates within the stipulated period, or if the rates determined by the Engineer – in – Charge within the period of three months of receipt of the claims supported by analysis are within five percent of the rates specified in the schedule of quantities or of those determined in accordance with the provisions of sub para (I) to (iv) of condition 12.1.2.the Engineer – in – Charge shall make payment at the rates as specified in the schedule of quantities or those already determined undersub para (I) to (iv) of condition 12.1.2.for the quantities in excess of the limits laid down in sub para (vi) of conditions 12.1.2.

- 12.3 The provisions of the proceeding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in sub para (vi) of condition 12.1.2. provided that such decrease is more than five per cent of rates specified in the schedule of quantities or of those derived in accordance with the provisions of sub para (I) to (iv) of condition 12.1.2.and the Engineer – in – Charge may after giving notice to the contractor within two months of receipt of order by the contractor or occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice revise the rates for the work in question within two months or expiry of the said period of fifteen days having regard to the market rates.
- 12.4 The contractor shall send to the Engineer – in – Charge once every three months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits.
- 12.5 For the purpose of operation of Clause 12.1.2. (vi) the following works shall be treated as works relating to foundation:
- 12.5.1 For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
- 12.5.2 For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
- 12.5.3 For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
- 12.5.4 For Roads all items of excavation and filling including treatment of sub – base.
- 12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the schedule or rates, as the case may be. Nothing extra shall be admissible for such operations.

## **CLAUSE 13**

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

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.
- (ii) MCD shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, MCD shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to taken over by

MCD cost of such materials as detailed by Engineer – in – Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to material whilst in the custody of the contractor.

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

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

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

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

## **CLAUSE 14**

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

If contractor:

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

(ii) Commits default to complying with any of the terms and conditions of the contract and does not remedy if or take effective steps to remedy it within 7days after a notice in writing is given to him in that behalf by the Engineer – in – Charge; or

(iii) Fails to complete the works of items of work with individual dated of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer – in – Charge; or

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

(v) Shall enter into a contract with MCD in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority / Engineer – in – Charge; or

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

(vii) Being an individual, or if a firm, any partner thereof shall at anytime be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

(viii) Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstance shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

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

(x) Assigns, transfers, sublets (engagement of labour on a piece – work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of Accepting Authority;

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

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

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

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

## **CLAUSE 15**

### **Suspension of Work**

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

a) On account of any default on the part of the contractor; or

b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or

c) For safety of the works or part thereof.

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

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

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

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

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

## **CLAUSE 16**

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

All works under or in course of execution or execution in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer – in – Charge, his authorized subordinates in charge of the work and all the superior officers, officers of the Quality Control Organization of the Department and the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-Charge or his authorized subordinates in charge of the work or to the 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 contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the even of the failing to do so within a period

specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non- completion of the work in time) for this default. In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and / or get it and other connected and incident items rectified, or remove and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **CLAUSE 17**

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

If the contractor 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 twelve months (six months in the case of any work other than road work costing Rs. 1,00,000/- and below) 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 contractor 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 contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of any work other than road work costing Rs. 1,00,000/- and below) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

#### **CLAUSE 18**

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

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

#### **CLAUSE 18A**

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



In every case in which by virtue of the provisions Sub – section (1) of Section 12, of the Workmen’s Compensation Act, 1923, M.C.D. is obliged to pay compensation to a workman employed by the contractor, in execution of the works, M.C.D. will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the M.C.D. under Sub-section (2) of Section 12, of the said Act, M.C.D. shall be at liberty to recovery such amount or any part thereof by deducting it from the security deposit or from and sum due by M.C.D. to the contractor whether under this contract or otherwise. M.C.D. shall not be bound to contest any claim made against if under Sub-section (1) Section, 12, of the Act, except on the written request of the contractor and upon his giving to M.C.D. full security for all costs for which M.C.D. might become liable in consequence of contesting such claim.

#### **CLAUSE 18B**

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

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

#### **CLAUSE 19**

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

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

#### **CLAUSE 19A**

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

#### **CLAUSE 19B**

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

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

time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions 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 contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non – fulfillment of the conditions of the contract for the benefit of the workers, non – payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non – observance of the Regulations.

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

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

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

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

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

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

#### **CLAUSE 19C**

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

#### **CLAUSE 19D**

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

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

- 4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- 5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

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

#### **CLAUSE 19E**

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

#### **CLAUSE 19F**

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

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

- (i) In the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.
- (ii) In the case of miscarriage – up to 3 weeks from the date of miscarriage.

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

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

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

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

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

#### **CLAUSE 19G**

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

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

#### **CLAUSE 19H**

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

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

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

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

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

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

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

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

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

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

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

5) *Disposal of Excreta:* - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee / Authority and inform it about the number of labourers employed so that arrangements may be made by such Committee / Authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality / Authority. The contract shall provide one sweeper for every eight seats in case of dry system.

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

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

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

#### **CLAUES 19I**

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

#### **CLAUSE 19J**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody 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 contractor. However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

#### **CLAUSE 20**

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

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

#### **CLAUSE 21**

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

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

#### **CLAUSE 22**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of M.C.D. without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

#### **CLAUSE 23**

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

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

**CLAUSE 24**

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

**CLAUSE 25**

**Settlement of Disputes & Arbitration**

**DELETED**

**CLAUSE 26**

**Contractor to indemnify M.C.D. against Paten Rights**

The contractor shall fully indemnify and keep indemnified the M.C.D. 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 M.C.D. in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from provided that the contractor shall not be liable to indemnify the M.C.D. if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer – in – Charge in this behalf.

**CLAUSE 27**

**Lump sum Provisions in Tender**

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

**CLAUSE 28**

**Action where no specifications are specified.**

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

**CLAUSE 29**

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

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

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

**CLAUSE 29A****Lien in respect of claims in other contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the MCD or any other contracting person or person through Engineer-in-Charge against any claim of the Engineer -in-Charge of MCD or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the MCD or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the MCD will be kept withheld or retained as such by the Engineer-in-Charge of the MCD or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damage whatsoever on this account or on

any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

**CLAUSE 30 – Deleted**

**CLAUSE 31**

**Unfiltered water supply**

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

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

**CLAUSE 31A**

**Department water supply, if available**

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

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

**CLAUSE 32**

**Alternate water arrangements**

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

**CLAUSE 33**

**Return of surplus materials**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of MCD either by issue from MCD stocks or purchase made under orders or permits or licenses issued by MCD the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the MCD and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after completion of the



contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and / or for criminal breach of trust, be liable to MCD for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

#### **CLUASE 34**

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

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

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

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

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

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

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

before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.

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

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

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

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

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

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

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

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

(xiv) In the event of the contractor not requiring any item of plant and machinery issued by MCD through not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer – in – Charge to use the said plant and machinery during the said period of two days as he like including hiring out to a third party.

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

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

### **CLUASE 36**

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

Contractors Superintendence, Supervision, Technical Staff & Employees

- (i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimated in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of the clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site within fifteen days of start of work. If the contractor (or any partner in case of firm / company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and / or the contractor shall on receiving reasonable notice from the Engineer – in – Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in- Charge and / or at the site of work, as required, to take instructions. Instructions given to the principal technical representative of the responsible agent shall be deemed to have the same force as if these have been give to the contractor. The principal technical representative and / or the contractor or his responsible authorized agent shall be actually available at site at least two working days every week, these days shall be determined in consultation with the Engineer-in- Charge as well as fully during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of notice down the instructions and in token of acceptance of measurement. There shall be no objection if the representative / agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in- Charge and he shall be satisfied that the provisions and the purpose

of this clause are fulfilled satisfactorily. If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative / responsible agent along with every on account bill / fixed bill and shall produce evidence if any time so required by the Engineer-in-Charge.

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

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

#### **CLUASE 37**

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

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

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

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

#### **CLUASE 38**

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

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

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

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice

thereof to the Engineer – in– Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### **CLUASE 39**

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

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

#### **CLUASE 40**

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

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

#### **CLUASE 41**

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

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

#### **CLUASE 42**

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

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

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

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

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

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

### **CLUASE 43**

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

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

### **CLAUSES 44**

#### **Apprentices Act provisions to be completed with**

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

**CLAUSE 45****Release of security deposit after labour clearance**

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall supply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of Completion, it will be deemed to have received the clearance certificate and the security Deposit will be released if otherwise due.

**Condition/Provisions for procurement of steel by the contractor vide Circular No.D-10/EE(P)-III/North DMC/2014-15 dated 07.05.2014 is also applicable**

**Special Conditions to be incorporated in the NIT as per directives of Hon'ble National Green Tribunal and EIA Guidance Manual.**

**Modification/Addition to existing Additional conditions for various clauses vide circular no.D-22/EE(P)-III/NDMC/2014-15 dated 10.06.2014 is as under:**

1. **Clause-7 :** It says that if the Contractor does not prepare and submit the bills, then Engineer-in-Charge of MCD will prepare the same and in such an event the contractor will not be entitled to any claims whatsoever due to delay in payment including that of interest.
2. **Clause-17:** The security deposit shall not be refunded before expiry of one year from the date of completion of work.
3. **Clause-45:** Security deposit shall not be refunded till the contractor produces clearance certificate from the Labour Officer.
4. **Clause-9:** The contractor will get payment of his passed bills depending upon availability of funds in particular head of account. Payment will be made strictly on queue basis. No interest will be payable to contractor in case if delay in payment on account of non-availability of funds in particular head of account of MCD.

**Circular No.D-06/EE(P)-III/North DMC/2016-17 dated 16.06.2016.**

**Special Conditions to be incorporated in the NIT as per directives of Hon'ble National Green Tribunal and EIA Guidance Manual.**

1. The contractor shall not store/dump construction material or debris on metalled road.
2. The contractor 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 contractor that no accidents occur on account of such permissible storage.
3. The contractor shall take appropriate protection measures 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.
4. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied

- material are fully covered. The contractor 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.
5. The contractor shall provide mask to every worker working on the construction site involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
  6. The contractor 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.
  7. The contractor shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the contractor.
  8. The contractor shall compulsory use of wet jet in grinding and stone cutting.
  9. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
  10. The contractor shall carry out On Road inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
  11. The contractor shall ensure that all DG sets comply emissions norms notified by MoEF.
  12. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle of 20kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
  13. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all over precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
  14. 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.

#### **Conditions to be included as Agreement Item**

1. The contractor shall take appropriate protection measures like 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. The NIT approving authority shall take such item in the schedule of quantity to ensure that the construction activity does not cause any air pollution during course of construction and/or storage of material or construction activity.
2. The paving of the path for plying of vehicles carrying construction materials 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. (Based on the cost benefit ratio analysis, the NIT approving authority shall include the item of paving of path in schedule of item which can be utilized as a permanent path for client after construction of projects).
3. The NIT approving authority shall take lead of C&D waste from construction site to C&D waste site in the scheduled of item.



## **SECTION-17: SPECIAL CONDITIONS OF CONTRACT**

- 17.1 NORTH DMC shall mean North Delhi Municipal Corporation or his representative of North Delhi Municipal Corporation with office at **The Executive Engineer (Pr) Civil Line Zone** and shall also include its successors in interest and assignees. The contractor shall mean the person whose tender has been accepted by NORTH DMC and shall include his legal representatives, successors in interest and assignees.
- 17.2 The work shall be completed within four months from the date of award of work as per the instructions of Work-in-charge. The date of start shall be reckoned from the 10th day of award of work. However NORTH DMC may in case of urgency ask the firm to complete the work earlier, with the mutual consent of the contractor. In case the contractor fails to execute the said work within stipulated time, NORTH DMC will be at liberty to get the work executed from the open market without calling any tender and without any notice to the contractor, at the risk and cost of the contractor. Any additional cost incurred on this account by NORTH DMC shall be recovered from the contractor. If the cost of executing the work as aforesaid shall exceed the balance due to the contractor, and the contractor fails to make good the additional cost, NORTH DMC may recover it from the contractors" pending claims against any work in NORTH DMC or in any lawful manner.
- 17.3 That on the request of the contractor and also in the interest of the organization the NORTH DMC is authorized to extend the validity of the agreement, subject to that the request of the contractor is received before the expiry of the agreement period, or any extended period granted to the contractor.
- 17.4 It will be the sole responsibility of the contractor, to execute the work as per time schedule, and to ensure quality parameters, specifications and other requirements provided in the RFP document and as per agreement.
- 17.5 The agreement shall be deemed to be extended till the date of completion of last supply order subject to the completion period as provided in the clause 14.2.
- 17.6 In the interest of the work and the programme, agreement executed between the Bidder and the NORTH DMC may be extended to a mutually agreed period, if the need so arises.
- 17.7 It shall be sole responsibility of the contractor to get verified the quality & quantity of the supplied material at the site of delivery.

### **17.8.1 Liability for Damage, Defects or Imperfections and Rectification thereof:**

If the Contractor/Supplier or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor/Supplier shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer- in-charge or his Representative at any time prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any material, article or equipment provided by the Contractor/Supplier are of sub -standard quality, shall, upon receipt of a notice in writing in that behalf from the Engineer - in-charge, forthwith rectify or remove and replace the same so specified in whole or in part, as the case may require or as the case may be, and / or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of his notice aforesaid, the Engineer - in-charge may rectify or remove and replace the work and / or remove and replace with others the materials or articles or equipment complained of, as the case may be, by other means at the risk and expense of the Contractor/Supplier. In case the Contractor/Supplier fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor/Supplier. Before taking such action, however, the Engineer-in -Charge shall give three days notice in writing to the Contractor.

**17.8.2** NORTH DMC may at any time by notice in writing to the contractor either stop the work altogether or reduce or cut it down. If the work is stopped all together, the contractor will only be paid for work done and expenses distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is served upon him. Such expenses shall be assessed by NORTH DMC, whose decision shall be final and binding on the contractor. If the work is cut down the contractor will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.

## **17.9 INSPECTION AND TESTS**

**17.9.1** The inspection procedures and tests as are required by the NORTH DMC shall be got done in the presence of NORTH DMC's representative if so desired by NORTH DMC.

**17.9.2** The NORTH DMC or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract. The special conditions of contract and / or the Technical specifications shall specify what inspections and test the NORTH DMC required

**17.9.3** Third Party Quality Control Audit check in respect of items required will be got done at the time of supply, before fixing by getting the samples tested in any Government or Government designated/ authorized Lab/s. The testing charges on this account will be borne by the contractor and third party instructions issued by department referred in NIT shall also be applicable for Part-B (civil work).

### **17.9.4 Inspection at works.**

**17.9.4.1** The NORTH DMC & its duly authorized representative shall have at all reasonable times access to the Bidder premises or works and shall have the power at all reasonable time's to inspect and examine the materials and workmanship of the works during its manufacture.

**17.9.4.2** The inspection by NORTH DMC and issue of dispatch instruction thereon shall in no way limit the liabilities and responsibilities of the Bidder in respect of the agreed quality assurance programme forming a part of the contract. Nothing in clause 10 shall in any way release the Bidder from any guarantee or other obligations under this contract.

## **17.10 WARRANTY**

**17.10.1** The Bidder shall ensure on-site warranty of the Equipments Installed as per standards for quality that anything to be furnished. The items shall be new, free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any and shall operate properly.

**17.10.2** Performance of Equipment: In addition to the warranty as already provided, the Bidder shall guarantee satisfactory performance of the equipment and shall be responsible after the equipment has been accepted by the NORTH DMC to the extent for any defects that may develop, such defects shall be removed at his own cost when called upon to do so by the NORTH DMC.

### **17.10.3 Security Deposit:**

**17.10.3.1** Total security deposit shall be 10% of the accepted tender cost and shall be deducted from the payment to be made to the Contractor/Supplier. Earnest Money deposited shall be adjusted in the security deposit.

**17.10.3.2** Refund of *Security deposit*: Security deposit shall be refunded to the Contractor/Supplier after defect liability period of 36 months.

**17.10.3.3** No interest shall be payable to the Contractor/Supplier on the Security Deposit furnished/ recovered from the Contractor/Supplier, by the North DMC.

The contractor shall rectify defects developed in the Equipment within Warranty period promptly. In case the defects are not rectified within 10 days of the receipt of the complaint by the contractor NORTH DMC shall have full liberty to restore the Equipment in working condition. The expenditure so incurred by NORTH DMC shall be deducted from the contractor pending claims, security deposit or in other law full manner.

- 17.10.4** If the end user/NORTH DMC so desires the maintenance of the Equipment after expiry of three years of warranty period, the contractor shall take up annual maintenance of the installed Equipment at reasonable rates.
- 17.10.5** The contractor shall maintain the Equipment for three years (mandatory) under this contract with the NORTH DMC/end user, and no extra payment will be made to the contractor on this account.
- 17.11** Notice statement and other communication sent by NORTH DMC through registered post or Text Message or fax or Email to the contractor at his specified addresses shall be deemed to have been delivered to the contractor.
- 17.12** Any work which is not covered under this contract but if it is essentially required for the completion of job (to the satisfaction of NORTH DMC) shall be carried out by the contractor as extra item for which payment shall be made separately at the rates decided by NORTH DMC.
- 17.13** The work shall be carried out by the contractor as per design and drawings approved by NORTH DMC, wherever, necessary, the contractor shall submit relevant designs and drawings for approval in NORTH DMC, well in advance. Work carried out without NORTH DMC's approval shall not be accepted and the NORTH DMC shall have right to get it removed and to recover the cost so incurred from the contractor.
- 17.14** The contractor shall provide one copy of instruction manual and routine maintenance manual with each of the Equipment supplied or installed, this shall be both in Hindi and English. **The following minimum details must be provided with manual:**
- (a) Do's and Don'ts
  - (b) Clear instructions on regular maintenance and trouble shooting of the Equipment
  - (c) Name & address of the contact person in case of non-functioning of the Equipment.
  - (d) Firm shall provide log card with the Equipment for proper record and quick maintenance of installed Equipment during warranty.
- 17.15** The contractor shall not display the photographs of the work and not take advantage through publicity of the work without written permission of NORTH DMC.
- 17.16** **PATENT RIGHT AND ROYALTIES.** The Contractor shall indemnify the NORTH DMC against all third party claims of Infringement of patent, royalties' trademark or industrial design rights arising from use to the goods or any part thereof.
- 17.17** **PACKING FORWARDING**
- 17.17.1** Contractors, wherever applicable, shall after proper painting, pack and crate all the equipment in such manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till time of installation. Contractor shall be held responsible for all damage due to improper packing.
- 17.17.2** The contractor shall inform the NORTH DMC of the date of each shipment from his works, and the expected date of arrival at the site for the information of the NORTH DMC office at North 7 days in advance.
- 17.18** **DEMURRAGE WHARFAGE, ETC** All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.
- 17.19** **INSURANCE** The goods supplied under the contract shall be fully insured by Bidder against loss or damage incidental to manufacture or acquisition, transportation; natural calamities shall be included in the bid price.
- 17.20** **TRANSPORTATION** The Bidder is required under the contract to deliver the goods at the site. (The storage / handling etc shall be sole responsibility of the contractor till the Installation and handing over of the Equipment).
- 17.21** **TERMINATION FOR INSOLVENCY** NORTH DMC may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NORTH DMC.
- 17.22** **TERMINATION FOR CONVENIENCE** The NORTH DMC, may by written notice sent to the Bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of NORTH DMC.

**17.23 APPLICABLE LAW** The contractor shall be interpreted in accordance with the laws of the purchaser's country i.e. India. The station of NORTH DMC Headquarter at Delhi shall have exclusive jurisdiction in all matters arising under this contract.

**17.24 Liquidated Damages for Delay**

Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages @ 1% (one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor/Supplier under this or any other contract with the Corporation.

**17.25 Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work:**

If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out the Engineer- in-Charge shall give notice in writing to that effect to the Contractor/Supplier and Contractor/Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

**17.26 Cancellation of Contract in Full or in Part:**

If the Contractor/Supplier/Supplier:

- a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Engineer-in -Charge; or
- b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer - in-Charge; or
- c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer- in-Charge; or
- d. Violates any of the terms and conditions stipulated in this agreement
- e. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

**17.27. Liability for Damage, Defects or Imperfections and Rectification thereof:**

If the Contractor/Supplier or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor/Supplier shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer - in-charge or his Representative at any time prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any material, article or equipment provided by the Contractor/Supplier are of sub -standard quality, shall, upon receipt of a notice in writing in that behalf from the Engineer - in-charge, forthwith rectify or remove and replace the same so specified in whole or in part, as the case may require or as the case may be, and / or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of his notice aforesaid, the Engineer - in-charge may rectify or remove and replace the work and / or remove and replace with others the materials or articles or equipment complained of, as the case may be, by other means at the risk and expense of the Contractor/Supplier. In case the Contractor/Supplier fails to comply with the requirements of this condition, the Engineer -in-Charge shall have the right to get the work done by other means at the cost of the Contractor/Supplier. Before taking such

action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor/Supplier.

#### **17.28 NOTICE**

**17.28.1** Any notice given by one party to the other pursuant to the contract shall be sent in writing or by Post or Email and confirmed in writing to the address specified for that purpose in the special condition of contract.

**17.28.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**17.29 TAXES AND DUTIES** The price quoted should include all Taxes and Duties, Custom Duty, Excise Duty, Service Tax, C.S.T., Trade Tax, VAT, Income Tax, Surcharge on income tax, Labour Cess, any other taxes etc. if any. A Bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Rules of Government of India & Govt. of NCT of Delhi will be payable by the contractor. If any new tax/duty is levied during the contract period the same will be borne by the firm exclusively. TDS will be deducted from the payment of the contractor as per the prevalent laws and rules of Government of India and Government of NCT of Delhi in this regard. 14.26.1 The successful bidder shall submit a certificate duly certified by CA that the bidder has comply the relevant provisions of the EPF & MP Act, 1952 as applicable against the period of work for which demand / bills are raised. The successful bidder shall also submit relevant documents for the same as & when demanded by North DMC. Otherwise North DMC shall withhold the payment due as per the provisions of the EPF & MP Act, 1952 for ensuring compliance of this Act by the bidder

#### **17.30 OTHERS:**

**17.30.1.**The Contractor in consultation with concerned Officer of NORTH DMC will conduct training programme for users, focusing on main features, operation and maintenance of the Equipments.

**17.30.2** The Bidder shall continue to provide spare parts after the expiry of warranty period at the users cost, if desired by the user. If the contractor fails to continue to supply spare parts and services to users NORTH DMC shall take appropriate action against the firm. **14.30.3** After successful installation the Equipment will be handed over to the S.O.(Horticulture) designated by the Dy. Director(Hort.)/HQ/NORTH DMC and further to end-user concerned department.

**17.30.4** It shall be the sole responsibility of the contractor to get verified the quality & quantity of the supplied material at the site of delivery from the official designated by Dy. Director (Hort.)/HQ/NORTH DMC.

**17.30.5** Firm shall be responsible for proper installation of Equipment with required orientation. The quarterly date may be fixed for inspection of equipment. Firm shall depute an authorized representative whenever required at the time of inspection etc.

**17.30.6** The RFP/Tender Document signed and sealed on each page and annexure duly attached in the last of the document, making one document should be enclosed. Typing the formats in other pages, changing the serial order, loose papers etc will not be accepted.

**17.31** The Bidder should be Indian Manufacturer or its authorized dealer/ distributor of the manufacturer for quoted products and principal manufacturer should have valid manufacturing license for the quoted products

**17.32** If asked by the authority, Bidder must submit the sample of product. If any Bidder fails to comply with this within stipulated time then he shall be disqualified from tender.

**17.33** If the department feels it necessary, they should visit manufacturers unit to get satisfy about quality of products the bidder or its manufacturer or both will have no objection to it.

**17.34** Rates quoted should be inclusive of all taxes and duties.

**17.35** Conditional tenders are liable to be rejected. Further if the bidder gives any misleading or false representation or deliberately suppressed information in the forms, statements and enclosures of the bid, the bids are liable to be rejected.

**17.36** North DMC reserves the right to accept or reject any or all tenders without assigning any reason.

#### **17.37 PAYMENTS:**

The payments shall be made as per the following terms and conditions.

- 17.37.1** The contractor shall raise bill of 90% of the Equipment cost with one year warranty period after the supply and installation/fixing of the complete Equipment as per technical specifications and terms & conditions specified in the contract. The payments will be released by the NORTH DMC (subject to deduction of statutory taxes and levies, if any) as per completion/execution of work.
- 17.37.2** The 10% payment of Equipment cost shall be released after the completion of One year of warranty period. However this amount may be released after completion of work against the bank guarantee of equal amount valid for a period of One year.
- 17.38 LABOUR:**
- 17.38.1** The Contractor/Supplier shall employ its labour/ workmen in sufficient numbers to complete the work in the stipulated time. The Contractor/Supplier shall not employ in connection with the Works any person who has not completed eighteen years of age.
- 17.38.2** All the workers or employees deployed by the Contractor/Suppliers shall consider the employees of Contractor/Supplier and corporation shall not have any liability what so ever in nature in regard to such workers/employees.
- 17.38.3** The Contractor/Supplier shall comply with all statutory norms of Central/ State Govt. with regard to labour/ workmen employed by him. Violation of any such norm shall be the sole responsibility of the Contractor/Supplier. The Contractor/Supplier shall indemnify and keep indemnified the Corporation against all such claims arising out:
- i) Of third party loss/ damage to life or property caused by/ during execution of the work.
  - ii) Of loss/ damage to the workmen engaged by the Contractor/Supplier during execution of the work.
  - iii) Due to non-compliance of applicable PF/ Labour laws, ESI regulations etc.
- 17.39.** During working at site, some restrictions may be imposed by Engineer-in- Charge/Security staff of Corporation or Local Authorities regarding safety and security etc., the Contractor/Supplier shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
- 17.40** No compensation shall be payable to the Contractor/Supplier for any damage caused by rains lightning, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
- 17.41** The tender shall be based on general conditions of Contract and tenderers are required to quote their own rates against each item in Part-A and percentage rate for Part-B in schedule of quantities, which is enclosed. All rates shall remain firm for the contract period/extended contract period.
- 17.42** In the event that no rate has been quoted for any item(s), leaving space the space so provided and the corresponding amount blank, it will be presumed that the tenderer has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- 17.43** If the Contractor/Supplier fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the North DMC shall forfeit the earnest money deposited by him along with the tender.
- 17.44** Equipments supplied by the Contractor/Supplier should have Guarantee/ Warranty period for at least three years from the date of completion of the work.
- 17.45** The Contractor/Supplier during guarantee/ warranty period of equipments shall attend the complaints as pointed out by the North DMC on the same day and rectify/ replace the equipment/ part of the equipment as the case may be within 3 days from the date of lodging the complaint. Failing which the North DMC reserves the right to get the equipment rectified/ replaced as the risk and cost of the Contractor/Supplier. The decision of the Corporation in this regard shall be binding on the Contractor/Supplier.

**SECTION-18: GENERAL PARTICULARS OF RFP No.**

- 18.1** Particulars of the work: **“Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone.”**
- 18.2** Estimated cost of Project/ Contract: Part “A” Rs.6,29,964/- & Part “B” @ Item Rate.
- 18.3** Number of Equipments  
Specified in price schedule however the number of equipment may increase or decrease
- 18.4** Period of work: 2 Months
- 18.5** Cost of RFP document: Rs.500/-in the form of Bank Draft/Pay Order issued in favour of Commissioner, NORTH DMC payable at New Delhi.
- 18.6** Amount of Earnest money deposit  
Rs.47,900/- in the form of Bank Draft/ Pay Order issued in favour of “Commissioner, NORTH DMC” payable at New Delhi.
- 18.7** Period of validity of RFP for acceptance: Five Months from opening of financial bid of RFP/ Tender Document.
- 18.8** Date and Time of submission of tender: ..... upto 3.00 p.m.
- 18.9** Date and Time of opening of Technical Bid: ..... at 3.30 p.m.
- 18.10** Date and Time of opening of Financial Bid: ..... at 3.30 P.M.
- 18.11** Place of submission of tender: Office of EE(Project) CLZ
- 18.12 THE BIDDER WILL SUBMIT PARTICULAR IN THE BELOW FORMAT:**
- 18.12.1** Name of firm :
- 18.12.2** Postal Address :
- 18.12.3** Alternate postal address :
- 18.12.4** Telephone, Fax No :
- 18.12.5** E-mail :
- 18.12.6** Web site :
- 18.12.7** Name and designation of the representative of the Bidder to whom all references shall be made and his contact mobile number. :
- 18.12.8** Amount of the earnest money deposited.
- 18.12.9** Details of fee/cost paid with Pay Order/ Bank Draft no. and date
- 18.12.10** Details of Earnest money : Bank Draft no. and date etc
- 18.12.11** Financial capacity of the Bidder for carrying out the work .
- 18.12.12** Has anything/extra other then price of items (as mentioned in price Schedule) have been written in the price schedule.
- 18.12.13** Has the Bidder have been ever Banned/Debarred/black listed By any Organization / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/ contract /business for undertaking any work.
- 18.12.14** Details of offer (please mention number of pages and number of Drawings, copies attached).
- 18.12.15** Reference of any other information attached by the bidder (please Mention no. of pages & no. of drawings, copies attached)
- 18.12.16** Has the Bidder have any relative working in NORTH DMC, if yes state the Name and designation.

**(Signature of Bidder) with Seal**

## **SECTION-19:WARRANTY & MAINTENANCE**

- 19.1** It is mandatory for the contractor to submit a quarterly performance/ maintenance report for each Equipment to the concerned officer in NORTH DMC.
- 19.2** It is mandatory for the contractor to open an authorized service centre before the supply/ installation of the Equipment.
- 19.3** The Bidder shall ensure warranty as per standards for quality that anything to be furnished. The items shall be new, free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any and shall operate properly.
- 19.4** Performance of Equipment: In addition to the warranty as already provided, the Bidder shall guarantee satisfactory performance of the equipment and shall be responsible after the equipment has been accepted by the NORTH DMC to the extent for any defects that may develop such defects shall be removed at his own cost when called upon to do so by the NORTH DMC.
- 19.5** The contractor shall rectify defects developed in the Equipment within Warranty period promptly. In case the defects are not rectified within 10 days of the receipt of the complaint by the contractor NORTH DMC shall have full liberty to restore the Equipment in working condition. The expenditure so incurred by NORTH DMC shall be deducted from the contractor pending claims, security deposit or in other law full manner.
- 19.6** The contractor shall maintain the Equipment for three years mandatory with the NORTH DMC/end user.
- 19.7** A prospective Bidder requiring any clarification of the Documents may contact NORTH DMC in writing at the NORTH DMC's address indicated in the Invitation for RFP /Tender.
- 19.8** Verbal clarifications and information's given by the NORTH DMC or its employees or its representatives shall not be in any way entertained.



## **SECTION-20:DOCUMENTS REQUIRED FOR TECHNICAL BID**

The **Technical Bid** should comprise of the following documents.

- 20.1** Covering Letter.
- 20.2** Check List of Annexure.
- 20.3** General information of the bidder alongwith Valid Certificate of Registration of Indian Manufacturer of Open Air Gym Equipments along-with Unit/Plant located in India with manufacturing license issued by concerned authorized Agency clearly mentioning of Manufacturer of Open Gym Equipments Manufacturing unit. Detail of Production Plants & Machinery be also enclosed. Dealer/Distributor certificate if the Bidder is other than Manufacturer be attached.
- 20.4** Certificate/Permission of business registration in India.
- 20.5** Detail of RFP Document fee.
- 20.6** Details of Earnest Money Deposit
  - (i) Turnover Certificate
  - (ii) Bank Solvency Certificate of Nationalized Bank/Scheduled Bank
- 20.7** Experience Certificate/s
  - (i) Documents showing work/s Supply/Installation of all kinds of sports related equipments/facilities, Work Order/s with work completion certificate/s.
  - (ii) Certificate/s of completed works in any Government Department
- 20.8** Quality/Test related certificates as per evaluation criteria.
- 20.9** I.S.O. Certificate
- 20.10** Income Tax/PAN Registration No. Document.
- 20.11** GST Registration document.
- 20.12** Production plan as per IS Procedure.
- 20.13** Three years warranty certificate undertaking.
- 20.14** Written commitment to establish adequate localized service facilities/centers in Delhi with respect to Open Gym (Green Gym/Garden Gym) Equipments.
- 20.15** Technical specifications alongwith drawings & catalogue in respect of equipments.
- 20.16** Power of Attorney, If the RFP is submitted other than the proprietor of the firm.
- 20.17** Test Reports other than mentioned at S.No.17.8 above.
- 20.18** **FORMAT FOR SUBMISSION OF TECHNICAL BID**

(To be submitted and signed by the Bidder's authorized signatory)

To The Executive Engineer (Pr.) CLZ, Sindhora Kalan, Shakti Nagar, Delhi, **Delhi - 110052.**  
**“Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone.”**

I/We hereby submit our **Technical Bid** for the work subjected above alongwith necessary documents listed as under: 1 2 3 4 5 6 7 This offer is being made by me/us after taking into consideration all the terms and conditions stated in the document, accept all risks and contingencies and all other conditions that may affect the Financial proposal. It is assured that no misleading or false representation or deliberately suppressed information in the forms, statements and enclosures has been made We agree to keep our offer valid for **5 Months** from the due date of opening of this Financial Bid/Proposal. The Technical bids are being submitted have been **Spiral Binding** of all the documents.  
 Encl. : Pages 1 to 93

Authorized signatory Name & Seal of Bidder

Date:

Place

**SECTION-21: SUBMISSION OF FINANCIAL BID**

**FORMAT FOR FINANCIAL PROPOSAL** (To be submitted and signed by the Bidder's authorised signatory) to The Executive Engineer (Pr.) CLZ, Sindhora Kalan, Shakti Nagar, Delhi – 110052.

**Name of work: Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone.**

Sir,

We hereby submit our Financial Offer (online) for the captioned project. If the project is awarded to us, we agree to execute the subjected work for NORTH DMC as per the terms given in the Tender Document. This offer is being made by us after taking into consideration all the terms and conditions stated in the tender document, accept all risks and contingencies and all other conditions that may affect the Financial proposal. We agree to keep our offer valid for **Five Months** from the due date of opening of this Financial Proposal.

**Authorized signatory Name & Seal of Bidder**

Date:

Place:

**SECTION-22:SCHEDULE 'F'**

Name of work	:	Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone.
Estimated Cost of work	:	Part 'A' Rs.6,29,964/- & Part 'B' @ Item Rate
Earnest Money	:	Rs.47,900/-
Performance Guarantee	:	Nil
Security Deposit	:	A sum at the rate of 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will equal the amount of security deposit of 10% of the tendered value of the work (Bank guarantee is not to be accepted as security deposit.
General Rules & directions Officer inviting tender	:	Executive Engineer (Project) Civil Line Zone North Delhi Municipal Corporation

**Definition**

(i)	Engineer-in-Charge	:	Executive Engineer (Project) Civil Line Zone North Delhi Municipal Corporation
(ii)	Accepting Authority	:	As per Delegated power by the Corporation.
(iii)	Project Design Consultant	:	
(iv)	Percentage on cost of materials and labour to cover all overhead and profits	:	15%
(v)	Standard Schedule of rates	:	Market Rate
(vi)	Department	:	North Delhi Municipal Corporation
(vii)	Standard MCD Contract Form	:	A-33/A-34

**CLAUSE 1**

(i)	Time allowed for submission of performance guarantee from date of issue of letter of acceptance, in days	:	N.A.
(ii)	Maximum allowable extension beyond the period as provided in (i) above, in days	:	N.A.

**CLAUSE 2**

	Authority for fixing compensation under Clause 2	:	Superintending Engineer (Project), Civil Line Zone North Delhi Municipal Corporation
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**CLAUSE 2 A**

		:	Not Applicable
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**CLAUSE 5**

	Number of Days from the date of issue of letter of acceptance for reckoning date of start	:	10 Days
	Time allowed for signing of agreement	:	10 Days
	Time allowed for execution of work	:	02 (Two) Months
	Authority to extend the contract and extension of time shall be issued under signature of.	:	As per delegated power

<b>CLAUSE 6</b>		:	Applicable												
<b>CLAUSE 10 B</b>															
	List of testing equipment to be provided by the contractor at site lab.	:	As per CPWD specifications volume I & II 2009 (with upto date correction slips), for cement mortar, cement concrete and RCC work and specification attached with the Tender												
<b>CLAUSE 10 (C)</b>		:	Applicable for Part-B												
<b>CLAUSE 10 (CA)</b>		:	Applicable for Part-B Materials Covered under this clause <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Material</u></th> <th style="text-align: right;"><u>Base Price</u></th> </tr> </thead> <tbody> <tr> <td>1. Cement</td> <td style="text-align: right;">Rs...../- Per MT</td> </tr> <tr> <td>2. Reinforcement Bar:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">(a) Primary Producers</td> <td style="text-align: right;">Rs...../- Per MT</td> </tr> <tr> <td style="padding-left: 20px;">(b) Secondary Producers</td> <td style="text-align: right;">Rs...../- Per MT</td> </tr> <tr> <td>3. Structural Steel</td> <td style="text-align: right;">Rs...../- Per MT</td> </tr> </tbody> </table>	<u>Material</u>	<u>Base Price</u>	1. Cement	Rs...../- Per MT	2. Reinforcement Bar:		(a) Primary Producers	Rs...../- Per MT	(b) Secondary Producers	Rs...../- Per MT	3. Structural Steel	Rs...../- Per MT
<u>Material</u>	<u>Base Price</u>														
1. Cement	Rs...../- Per MT														
2. Reinforcement Bar:															
(a) Primary Producers	Rs...../- Per MT														
(b) Secondary Producers	Rs...../- Per MT														
3. Structural Steel	Rs...../- Per MT														
<b>CLAUSE 10 (CB)</b>			Not Applicable												
<b>CLAUSE 10 (CC)</b>		:	Deleted												
<b>CLAUSE 11</b>															
	Specification to be followed for execution of work	:	MORT&H Specifications latest as applicable on the date receiving tender <b>AND</b> CPWD Specification 2009 Vol. I & II (with upto date correction slips), revised CPWD for cement mortar, cement concrete and RCC work and specification attached with the Tender												
<b>CLAUSE 12: - 12.2 &amp; 12.3</b>															
	Deviation limit beyond which Clause 12.2 & 12.3 shall apply	:	a. Superstructure: 30% b. Foundation: 100%												
<b>CLAUSE 16</b>															
	Competent Authority for deciding reduced rates	:	As per power delegated by Commissioner, North Delhi Municipal Corporation.												
<b>CLAUSE 17</b>															
	Contractor liable for damages, defects during maintenance period 36 months from the date of completion	:	Applicable.												
<b>CLAUSE 36</b>															
	Minimum qualifications and experience required for technical representatives will be as under:														
(i)	Project Manager	:	Graduate Engineer with 5 Years Experience												
(ii)	Site Engineers	:	Graduate Engineer with 2 years experience or Diploma Engineer with 5 Years Experience.												
	Recovery to be effected from the contractor in the event of non fulfilling the provision of Clause 36 (i)		Graduate Engineer- Rs. 25,000/ P.M. Diploma Engineer - Rs. 15,000/ P.M.												
<b>CLAUSE 42</b>			N.A.												

**SCHEDULE OF QUANTITY FOR PART 'A' & PART 'B'**

**Name of work:**                      **Providing and fixing two numbers of open gym equipment in Police Colony at New Police Line in Civil Line Zone.**

**PART 'A' @ PERCENTAGE RATE (to be quoted online)**

<b>Sr. No.</b>	<b>Item Code</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	2.1.1	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including disposal of excavated earth upto 50 m and lift upto 1.5 m, disposed soil to be levelled and neatly dressed : All kinds of soil	450.00	sqm	53.00	23,850.00
2	4.1.10	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)	45.00	cum	4,209.05	1,89,407.00
3	4.1.4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 40 mm nominal size).	1.38	cum	5,390.45	7,439.00
4	6.1.2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand)	8.28	cum	4,751.65	39,344.00
5	16.91.1	Providing and laying factory made coloured chamfered edge Cement Concrete paver blocks of required strength, thickness & size/shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of fine sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with jamuna sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand in footpath, parks, lawns, drive ways or light traffic parking etc. complete as per manufacturer's specifications & direction of Engineer-in-Charge. 60mm thick C.C.	450.00	sqm	756.15	3,40,268.00

		paver block of M-35 grade with approved colour, design & pattern.				
6	13.4.1	12 mm cement plaster of mix : 1:4 (1 cement: 4 coarse sand)	45.60	sqm	180.85	8,247.00
7	13.18	Neat cement punning	45.60	sqm	42.60	1,943.00
8	10.28	Providing and fixing stainless steel ( Grade 304) railing made of Hollow tubes, channels, plates etc. including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge. ( for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.)	40.00	kg	472.40	18,896.00
9	10.22	Welding by gas or electric plant including transportation of plant at site etc. complete.	200.00	cm	2.85	570.00

**Amount for Part "A" = 6,29,964.00**

**PART 'B' @ ITEM RATE**

S. No.	Description	Qty	Unit	To be quoted online only
1	<b>AIR WALKER:-</b> Providing and fixing Air Walker made from "C" class GI Pipe. The center pipe is of 80mm NB made from "C" Class GI Pipe, and the bottom support of M.S. round plate of 250 mm dia & 10mm thickness is welded at bottom. The leg movement frame is of 40mm NB made from "C" Class GI Pipe. The handle frame is of 25mm NB made from "C" Class GI Pipe. The foundation used for fixing is consists of three equal items i.e. 80mm NB made from "C" Class GI Pipe, M.S. Round Plate of 250 mm dia & 10mm thickness & 25 mm X 25mm M.S. angle of 3 mm thickness. To join the centre pipe & leg movement frame seamless pipe of 60 mm dia & 3mm thickness & 60mm dia solid bar is used. The bending M.S. plate is used to join the centre pipe & leg movement frame is of 6 mm thickness. The footrests is made from FRP/C.I./Aluminum casting material, its sizes are 130mm X 300mm X 5mm. For the support 50 X 50mm X 2mm CRC' square pipe is used. Closing Caps made from top quality FRP material with 2 mm thickness. The pins used are made up of	2	each	

	25mm diameter bright bar. The bearings used are "6205" permanent lubricated sealed bearing of reputed make. The nut bolts used for assembly are made from S.S. material. The serclips used for assembly are of 25 mm diameter. The foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.			
2	<b>SIT UP BOARD:-</b> Providing and fixing Sit up Board made from "C" Class GI pipe. The main frame is of 25mm NB made from "C" Class GI pipe. FRP sheet of 3mm thickness is molded on main frame. The remaining frame of the sit up board is of 32mm NB made from "C" class GI pipe. The foundation pipes are embedded in C.C. stock and painting by color spraying after proper surface treatment. The top coat be done using the best quality brand paint or duly powder coated.	2	each	
3	<b>BOARD / AIR SWING:-</b> Providing and fixing Surf Board made from "C" Class GI Pipe. The center pipe is of 100mm NB made from "C" class GI Pipe, and the bottom support of M.S. plate of 250 mm dia & 10mm thickness is welded at bottom. The handle frame is of 40mm NB & 25mm NB made from "C" class GI Pipe. The movement frame is made up of 50mm NB "C" class GI Pipe. The foundation used for fixing consists of three equal items i.e. 100mm NB made from "C" Class GI Pipe, M.S. round plate of 250 mm diameter & 10mm thickness, 25mm X 25mm X 3mm M.S. angle. To join the centre pipe & handle frame seamless pipe of 130mm dia & 3mm thickness is used. For the movement, bushes are used & for it 60mm dia with 3mm thickness & 60mm solid bar is used. The footrests is made from FRP/C.I./Aluminum casting material, its sizes are 320mm X 270mm & 5mm thickness. For support of footrest is 200mm X 250mm with 5mm thickness M.S. Plate and 50mm X 50mm CRC Square pipe with 2mm thickness is used. Closing Caps made from top quality FRP material which is of 2 mm thickness. The pins used are made up of 25 mm diameter Hardened bright bar. The bearing used are of "6205" permanent lubricated sealed bearing of reputed make. The handles used are of Rubber grip. The Nut Bolts used for assembly is made from S.S. material. The bushes (Stopper) used to avoid the collusion made from Polyurethin Plastic material of 50 mm dia. The serclips used for assembly is of 25 mm dia. The Foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.	2	each	
4	<b>HORSE RIDER:-</b> Providing and fixing Horse rider made from "C" class GI Pipe. The main frame of Ø60mm made from "C" Class GI Pipe, and The bottom support of M.S. round plate of Ø 250mm & 10mm thickness is welded at bottom. The leg movement frame is of Ø40mm made from "C" Class GI Pipe. The handle frame is of Ø32mm made from "C" Class GI Pipe.	2	each	

	<p>The foundation used for fixing is consists of three equal items i.e. 90mm made from "C" Class GI Pipe, M.S. Round Plate of Ø250mm &amp; 10mm thickness &amp; 25mm X 25mm M.S. angle of 3 mm thickness. The footrests is made from FRP/C.I.I Aluminum casting material, its sizes are 130mm X 310mm X 5mm. For the support 50 X 50mm X 2mm CRC square pipe is used. Closing Caps made from top quality FRP material with 2 mm thickness. The pins used are made up of Ø25mm bright bar. The bearings used are "6205zz" permanent lubricated sealed bearing of reputed make(SKF/FAG). High tensile steel with galvanized nut bolts are used for assembly. The serclips used for assembly are of Ø25 mm. The powder coat is done by Polyurethine &amp; Epoxy powder with 60 to 70 micron thickness.</p>			
5	<p><b><u>STAIR STEPPER WITH SURF BOARD:-</u></b> Providing and fixing Surf Board cum stepper Equipment made from "C" Class G.I. pipe of different NB. NB stands for Nominal Bore Sizes i.e. Internal Diameter of pipe in millimeters. The center pipe is of 100mm NB made from "C" class G.I. pipe. The bottom support welded of M.S. plate of Ø250 mm &amp; 10mm thickness. M.S. Flat of 60mm are used for links mechanisms. The handle frame is of 32NB made from "C" class G.I. pipe. The foundation used for fixing is a structure and made from center pipe of G.I. of 80NB "C" class. Welded with M.S. round plate of Ø250 mm &amp; 10mm thick. Main pipe supported with 25 mm X 25mm M.S. angles of 3 rnrn thickness and 20mm x 40mm CRC square pipes of 3mm thickness. Bushes are used 75mm Outer Diameter with 7.5mm thickness is used for Surf Board and 60mm Outer Diameter with 5 mm thickness for Stepper. The footrests made from Aluminum casting material of size 320mmX270mmX5mm. For support to footrest 200mmX250mm with 3mm thickness M.S. Plate used. Closing Caps made from top quality Fiber reinforced Plastic material which is of 2 mm thickness. The pins used are made up of Ø25 mm Ø45 mm of M.S. bright material. The bearings used are of "6007zz" and "6205zz" permanent lubricated sealed bearing of reputed brand (FAG/SKF). High tensile steel with galvanized nut bolts are used for assembly. The cerclips used for assembly are of A24 and A34 mm. The powder coating is done with Berger make Pure Polyester powder with 60 to 70 micron thickness DIMENSIONS: - 910mm (Length) x 860mm (Width) x 1400mm (Height). Safe Area :- 1.39 x 1.27Mtr.</p>	2	each	
6	<p><b><u>LEG PRESS:-</u></b> Providing and fixing Leg Press made from "C" class GI Pipe, M.S. Round plate of 250mm dia &amp; 10mm thickness, 25mm X 25mm X 3mm M.S.angle. To join the centre pipe &amp; outer frame seamless pipe of 130mm dia &amp; 3mm thickness is used. The seats are fitted on the outer frame is made up of FRP material of size 330mm X 330mm of thickness 3mm &amp; M.S. Plate of thickness 5mm and Size 250mm X 200mm is used to support it. The footrests is made from FRP/C.I.I Aluminum casting material, its sizes are 130mm X 300mm &amp; 5mm thickness. The frame of footrests consists of 25 NB made from "C" class GI Pipe. Closing caps made from top quality FRP material which is of 2mm thickness. The inner bushes are made</p>	2	each	



	<p>from seamless pipe, its diameter is 60mm &amp; 8mm thickness. The pins used in are made up of 25mm diameter hardened bright bar. The bearings used are of "6205" permanent angle don by attractive qolor spraving after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated. To join the centre pipe &amp; outer frame seamless pipe of 130 mm dia &amp; 3mm thickness is used. The seats are fitted on the outer frame is made up of FRP material of size 330 mm X 330 mm of thickness 3 mm &amp; M.S. Plate of thickness 5mm and Size 250mm X 200mm is used to support it. The footrests is made from FRP/ C.I./Aluminum casting material, its sizes are 130mm X 300mm &amp; 5mm thickness. The frame of footrests consists of 25 NB made from "C" class GI Pipe. Closing caps made from top quality FRP material which is of 2mm thickness. The inner bushes are made from seamless pipe, its diameter is 60mm &amp; 8mm thickness. The pins used in are made up of 25mm diameter hardened bright bar. The bearings used are of "6205" permanent lubricated sealed bearing of reputed make. The handles used are of Rubber grip. The Nut Bolts used for assembly are made from S.S. material. The bushes (stopper) used to avoid the collusion made from Polyurethin Plastic material of 50mm diameter. The serclipsed for assembly are of 25mm diameter. The Foundation pipes are embedded in C.C. stock and painting is lubricated sealed bearing of reputed make. The handles used are of Rubber grip. The Nut Bolts used for assembly are made from S.S. material. The bushes (stopper) used to avoid the collusion made from Polyurethin Plastic material of 50 mm diameter. The serclipsed for assembly are of 25mm dia meter. The Foundation pipes are embedded in C.C. stock and paintings.</p>			
7	<p><b><u>SEATED PULLER/PULL CHAIR:-</u></b> Providing and fixing seated puller made from "C" Class GI Pipe. The center pipe is of 100mm NB made from "C" Class GI Pipe and the bottom support of M.S. round plate of 250 mm dia &amp; 10mm thickness is welded at bottom. The remaining frame is made up of 30mm NB "C" class GI Pipe. The handle frame is of 25mm NB "C" class GI Pipe. The seat frame is of 30mm NB "C" class GI Pipe, for the assembly different bushes are used which is made from seamless pipe of 50mm 00 and 3mm thickness &amp; 50mm solid bar is used. The foundation support made up of three equal items i.e. 100mm NB made from "C" Class GI Pipe, M.S. Round Plate of 250mm dia &amp; 10 mm thickness &amp; 25 mm X 25 mm X 3mm M.S. angle. The seats are made up of high quality FRP material of size 330mm X 330mm of thickness 3mm &amp; M.S. Plate of size 250mm X 200mm X 5mm is used to support it. Closing caps made from high quality FRP material which is of 2mm thickness. The pins used are made up of 17mm diameter solid bar. The bearings used are of "6203" permanent lubricated sealed bearing of reputed make. The nut bolts used for assembly are made from S.S. material. The serclips used for assembly are of 17mm diameter. The Foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment,</p>	2	each	

	Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.			
8	<p><b><u>EXCERCISING BAR/ PUSH UP BARS:-</u></b> Providing and fixing Exercising Bar / PU SH Up Bars with DIMENSIONS: - 1220 mm(Length) x 550mm(Width) x 1700mm(Height). SAFE AREA: - 2Mtr</p> <p>x 1 Mtr. Push up bar equipment made from "C" Class G.I. pipe of different NB. NB stands for Nominal Bore Sizes i.e. Internal Diameter of pipe in millimeters The main frame of 100 NB made from "B" or "C" Class G.I. pipe. The M.S. round plate of 0250 mm &amp; 10mm thickness is welded at bottom. The handle frame is of 25 NB made from "B" or "C" Class G.I. pipe. The foundation used for fixing is a structure and made from center pipe of G.I. of 80 NB "B" or "C" class welded with M.S. round plate of 0250 mm &amp; 10mm thick. Main pipe supported with 25mm X 25mm M.S. angles of 3mm thickness and 20mm x 40mm CRC square pipes of 3mm thickness. Closing Caps made from top quality Fiber reinforced Plastic material with 2mm thickness. High tensile steel with galvanized nuts &amp; bolts are used for assembly. The powder coating done with Pure polyester powders with 60 to 70 micron thickness.</p>	2	each	
9	<p><b><u>CHEST PRESS:-</u></b> Providing and fixing chest press made from "C" Class GI Pipe. The center pipe is of 100mm NB made from "C" Class GI Pipe, and the bottom support of M.S. round plate of 250 mm dia &amp; 10mm thickness is welded at bottom. The remaining frame is made up of 40mm NB "C" class GI Pipe. The handle frame is made up of 25mm NB "C" class GI Pipe. The seat frame is made up of 40mm NB &amp; 50mm NB "C" class GI Pipe. For the assembly different bushes are used which is made from 50mm with 3mm thickness seamless pipe &amp; 50mm solid bar is used. The foundation used for fixing it consists of three equal items i.e.100mm NB made from "C" Class GI Pipe, M.S. Round plate of 250mm dia &amp; 10 mm thickness &amp; 25mm X 25mm X 3mm M.S. angle. The seats is fitted on the outer frame is made up of high quality FRP material of size 330mm X 330mm of thickness 3mm &amp; M.S. Plate of thickness 5 mm and Size 250mm X 200mm is used to Support it. Closing Caps are made from top quality FRP material which is of 2mm thickness. The pins used are made up of 25mm &amp; 17mm dia solid bar. The bearings used are of "6205" &amp; "6203" permanent lubricated sealed bearing of reputed make. The nut bolts used for assembly are made from S.S. material. The serciips used for assembly is made up of 25 mm &amp; 17mm dia. The foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.</p>	2	each	
10	<p><b><u>SHOULDER BUILDER / ARM WHEEL:-</u></b> Providing and fixing Shoulder Builder made from "C" Class GI pipe. The Center Pipe is of 100mm NB made from "C" Class GI Pipe and the bottom support of M.S. Round plate of 250 mm diameter &amp;</p>	2	each	

	<p>10mm thickness is welded at bottom. The handle movement frame is of 25 NB &amp; 20 NB made from "C" Class GI Pipe. To Join the centre pipe &amp; handle movement frame seamless pipe of 130mm dia &amp; 3mm thickness is used. The foundation used for fixing consists of three equal items i.e. 100mm NB made from "C" class GI Pipe, M.S. Round Plate of 250mm dia &amp; 10mm thickness &amp; 25mm X 25mm X 3mm M.S. angle. Closing caps made from top quality FRP material which is of 2mm thickness. The pins used are made up of 25mm dia bright bar. The bearing used are of "6201" &amp; "6205" permanent lubricated sealed bearing of reputed make. The nut bolts used for assembly are made from S.S. material. The serciips used for assembly is of 25mm diameter. The Polyurethin plastic bush is used for handling. The foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.</p>			
11	<p><b>CROSS TRAINER/ ELLIPTICAL EXERCISER:-</b> Providing and fixing cross trainer made from "C" Class GI Pipe. The Center Pipe is of 80mm NB made from "C" Class GI Pipe, and the bottom support of M.S. Round plate of 250mm diameter &amp; 10mm thickness is welded at bottom. The Handle Frame is made up of 25mm NB "C" Class MS Round Pipe. The Foundation used for fixing is consists of three equal items i.e. 100mm NB made from "C" Class MS Round Pipe, M.S. Round Plate of 250mm diameter &amp; 10mm thickness, 25mm X 25mm M.S. Angle of 3mm thickness. To Join the Centre pipe &amp; handle Frame Seamless Pipe of 50mm 00 &amp; 3mm Thickness is used. For the movement, Bushes are used &amp; for it 60mm 00 &amp; 3mm thickness. The footrests is made from FRP/C.I./Aluminum casting material, its sizes are 130mm X 300mm &amp; 5mm thickness. For support of Footrest of Cross trainer 130mm X 300mm with 5mm thickness M.S. Plate and 50mm X 50mm CRC Square pipe with 3mm thickness is used. Closing Caps made from top quality FRP material which is of 2mm thickness. The Pins used is made up of 25mm diameter hardened bright bar. The Bearings used are of "6205" permanent lubricated sealed bearing of reputed make. The handles used for cross trainer are of Rubber grip. The Nut Bolts used for assembly are made from S.S. material. The Foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.</p>	2	each	
12	<p><b>SKY WALKER DOUBLE CROSS WALKER:-</b> Providing and fixing sky walker made from "C" class GI Pipe. The main frame pipe is Ø80mm made from "C" Class GI Pipe. The outer ring of sky walker is 032mm made from "C" Class GI Pipe. For connecting the handle frame to main pipe 060mm "C" Class GI Pipe is used. The bottom support of M.S. round plate of Ø250mm x 10mm thickness is welded at bottom. The leg movement frame</p>	2	each	

	<p>is of 50 x 50mm x 2mm thick CRC square pipe. The handle frame is of Ø40mm made from "C" Class GI Pipe. The foundation used for fixing is 80 x 40mm x 3mm thickness C-Channel. The footrests is made from Aluminum casting material, its sizes are 130 X 310 X 5mm. Closing Caps made from top quality FRP material with 2mm thickness &amp; Plastic cap are used. The pins used are made up of Ø25mm bright bar. The bearings used are "6205zz" &amp; "6203zz" permanent lubricated sealed bearing of reputed make (SKF/FAG). High tensile steel with galvanized nut bolts are used for assembly. The serclips used for assembly are of Ø25 mm. The powder coat is done by Poly rethane &amp; Epoxy powder with 60 to 70 micron thickness.</p>			
13	<p><b><u>DOUBLE TWISTER:- Providing and fixing Double Twister with DIMENSIONS:</u></b> - 1700 mm(Length) x 540mm(Width) x 1250mm(Height). SAFE AREA: - 3 Mtr x 1 Mtr. Double Twister equipment made from "C" Class G.I. pipe of different NB. NB stands for Nominal Bore Sizes i.e. Internal Diameter of pipe in millimetres. The Center Pipe is of 100mm NB made from "B" or "C" Class G.I. Round Pipe. The M.S. round plate of Ø250 mm &amp; 10mm thickness is welded at bottom. The standing frame of the Double twister is of 32 NB made from "B" or "C" class G.I. pipe. The handle frame of double twister is 25 NB. The foundation used for fixing is a structure and made from center pipe of G.I. of 80 NB "B" or "C" class, Welded with M.S. round plate of Ø250mm &amp; 10mm thick. Main pipe supported with 25mm X 25mm M.S. angles of 3mm thickness and 20mm x 40mm CRC square pipes of 3mm thickness. The Twister plate fitted on the standing frame is made up of M.S'. Round Plate of size 300mm diameter and 10mm thickness. Closing caps made from top quality Fiber reinforced Plastic material which is of 2mm thick. The Pins used are made up of Ø25mm MS bright material. The bearings used are of "6205zz" permanent lubricated sealed bearing of reputed brand (FAG/SKF). High tensile steel with galvanized nuts &amp; bolts are used for assembly. The powder coating done with Pure Polyester powder with 60 to 70 micron thickness.</p>	2	each	
14	<p><b><u>ROWER:-</u></b> Providing and fixing rower made from "C" Class GI Pipe. The Main frame is of 80mm X 40mm &amp; 40mm X 40mm CRC Pipe with 2mm thickness. The handle frame is of 25 NB made from "C" class GI Pipe. The Foundation used for Fixing consists of three equal items i.e. 40mm NB made from "C" Class GI Pipe, C- Channel of 75mm X 40mm X 5mm &amp; 25mm X 25mm X 3mm M.S. angle. To join the movement frame to main frame seamless pipe of 50mm dia &amp; 3mm thickness is used. The seats which are fitted on the main frame is made up of high quality FRP material of size 330mm X 330mm of thickness 3mm &amp; M.S. plate of size 250mm X 200mm X 5mm is used to support it. Closing caps are made from top quality FRP material which is of 2mm thickness. The pins used are made up of 17mm diameter hardened bright bar. The bearings used are of "6203" permanent lubricated sealed bearing of reputed make. The handles used are of Rubber grip. The nut bolts used for assembly are made from</p>	2	each	

	S.S. material. The bushes (Stopper) used to avoid the collusion made from Polyurethane Plastic material of 50mm dia. The serclips used for assembly is of 17mm dia. The foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.			
15	<b>SIGN BOARD:-</b> Supply & Installation of M.S. Sign Board 6ft. x 4ft., 1.5mtr. x 1.83mtr. size with support of 4570mm manufacturing, supplying retro reflecting sign board made of 2mm thick aluminum sheet.	2	each	
16	<b>WEIGHT LIFTER:-</b> Providing and fixing weight Lifter with DIMENSIONS:- 1000MM (Length) x 500mm (Width) x 2850mm. SAFE AREA:- 2 mtr.x2 mtr. Weight Life Equipment made from "C" Class G.I. Pipe of different NB stands for Nominal Bore sizes i.e. Internal Diameter of pipe in millimeters. The main frame of 100NB made from "C" Class G.I. Pipe. Supporting framed of weight lifting rod is 25NB made from "C" Class G.I. Pipe. The foundation used for fixing is 25mmx25mmx3mm thickness L-Angle Closing Caps made from top quality Fiber reinforced Plastic material with 2mm thickness. The powder coating is done with Pure Polyester powder with 60 to 70 micron thick.	2	each	

- I/We agree to keep the offer valid for 5 Months from the date of opening of financial bid.
- I/We declare that we shall treat these documents and other documents connected with the work confidential and shall not communicate the information derived therefrom to any person other than a person to whom we are authorized to communicate.
- I/ We confirm that no escalation will be claimed over and above the agreed sum due to any increase in the cost of the Project due to delay in execution or providing some additional services, if required in the aforesaid Project.
- I/We confirm that our bid includes all taxes i.e. GST, Income Tax and Labour Cess etc. as applicable.

Date of submission

Signed with seal for and on behalf of the firm