

N.O.W.:- Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.



**NOTICE INVITING TENDER (NIT)/TENDER DOCUMENT
FOR**
Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with
LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.

Issued by

South Delhi Municipal Corporation

Email: eep1mcd@gmail.com

Telephone: 011-25107363

Date of Issue: 3rd October 2017

Bid Submission Deadline: 20th October 2017, at 03:00PM

N.O.W.:- Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.

DISCLAIMER

The information contained in this tender document or subsequently provided to Bidder(s) or Applicant's whether verbally or in documentary form by or on behalf of SOUTH DELHI MUNICIPAL CORPORATION (SDMC) or any of their employees or advisors, is provided to the Bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

This tender document is not an agreement and is not an offer or invitation by the SDMC to any parties other than the Applicants who are qualified to submit the proposal's Bidder(s). The purpose of this document is to provide the Bidders with information to assist the formulation of their proposals. This document does not purport to contain all the information each bidder may require. This document may not be appropriate for all persons, and it is not possible for SDMC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice from appropriate sources. The SDMC, their employees and advisors make no representation or warranty and shall incur no liability under any Law statute rules or resolutions as to be accuracy reliability or completeness of the tender/RFP document.

The SDMC may in their absolute discretion but without being under any obligation to do so, update amend or supplement the information in this document.

**Executive Engineer (DEMS Store)
South Delhi Municipal Corporation**

SOUTH DELHI MUNICIPAL CORPORATION

No. CS/D/SDMC/2017-18/D/228

Dated: 03.10.2017

SECTION I

NOTICE INVITING TENDER (NIT)

1.1 GENERAL

1.1.1 Name of Work:

South Delhi Municipal Corporation (SDMC) invites Sealed Tender/Bid from eligible applicants/ registered municipal contractor/ manufactures /authorized dealer of the item who fulfill qualification criteria as stipulated in clause 1.1.3 of NIT, for the work of “**Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store**” on item *Rate basis in two bid system*.

1.1.2 Key details:-

Approximate Cost of Work	Item Rate
Quantity	7000 Nos.
Earnest Money	Rs. 9,61,800/-
Time of Completion	04 Months
Head of Account	XL-VIII-B(ii)
Period of Sale/ downloading of tender document from SDMC Website.	03.10.2017 to 19.10.2017 upto 15:00 Hrs
Cost of Tender Document	Rs. 5000/- (Rs. Five thousand only) (Non-refundable) in the form of Demand Draft/ Pay order in favour of “Commissioner, South Delhi Municipal Corporation” payable at New Delhi.
Date & Time for Receipt of bid/tender	20.10.2017 at 03:00 PM S.E DEMS, IInd Floor Civic Centre, Jawahar. Lal Nehru Marg New Delhi -110002
Date & Time of opening of Technical bid/ tender	20.10.2017 at 03:30 PM Office of S.E DEMS, 2 nd Floor, Civic Centre Jawahar. Lal Nehru Marg New Delhi -110002
Address for Communication	Office of the Executive Engineer (Store) SDMC, M.C. Pary School, B-Block, Moti Nagar, New Delhi-110015 Phone No:- 011-25107363
The eligibility conditions and other details/ tender document can be downloaded from SDMC’s Web Site http: www.mcdonline.gov.in . The tender document can also be bought from the office of Ex. Engineer (DEMS Store), M.C. Primary School, B-Block, Moti Nagar, New Delhi-110015 after depositing the required tender fee i.e. Rs.5000/- on any working day upto 18.10.2017 during office hours. In case, the Downloaded version of the document is used, the bidders need to pay the cost of document along with application in the above manner and such demand draft (for cost of document) must be prepared and submitted along with the bid	
Ex. Engineer (DEMS Store)	

1.1.3: QUALIFICATION CRITERIA:

1.1.3.1: Eligible Applicants:

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies) who meet requisite eligibility criteria prescribed in the sub-clauses of clause 1.1.3 of NIT. **Tenders/Bids submitted by Joint Venture Companies or Consortium shall not be accepted.**
- ii. Tenderer must not have been blacklisted or deregistered by any Central /State Government Department or Central/State Public Sector Undertaking. Also no work of the tenderer must have been rescinded by client after award of contract during the last 5(Five) years. The tenderer/bidder should submit an undertaking on Rs.100/- stamp paper duly notarized to this effect in prescribed Performa of **Annexure-‘F’**.

1.1.3.2 Minimum Eligibility Criteria :

The bidder shall have experience of successfully completed during the last 7 years ending in the month of September 2017 (i.e. 30.09.2017)

- (i) Three similar works* costing not less than Rs. 192.36 lacs OR
- (ii) Two similar works* costing not less than Rs. 288.54 lacs OR
- (iii) One similar work* costing not less than Rs. 384.72 lacs

*Similar works means the “**Supply of LLDPE/HDPE Dustbin, Litter Bin and other Container used to Store Garbage.**”

AND in addition to the above

- a. One completed work of any nature of any nature (either part of (i) or a separate one) costing not less than the amount equal to Rs. 192.36 lacs with some Central Government Department/ State Government Department/ Central Autonomous Body/ Central Public Sector undertaking during the last 7 years ending in the month of September 2017 (30.09.2017).

Notes:

- (i) The value of the executed/ completed works shall be **updated up to 30.09.2017** assuming inflation at a simple rate of 7% per annum by enhancing the actual value of work (in Rs.) calculated from the date of actual completion to last day of the month previous to the one in which the tenders are invited.
- (ii) The tenderer shall submit details of work executed by them in the Performa (**Annexure-C**) for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion, with any levy of compensation, time over run, performance/quality of works etc. as per **Annexure-D** of the Technical Bid should be submitted. ***The offers submitted without this documentary proof shall not be evaluated.*** In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.
- (iii) Value of successfully completed portion of any ongoing work up to **30.09.2017** will also be considered for qualification of work experience criteria.
- (iv) Tenderer must submit one sample of the proposal duly signed & tagged, at Khyala Central Store/ SDMC before submitting Technical Bid. No payment shall be made for this sample.

FINANCIAL STANDING

- (i) **Annual Turnover:** The Average Annual Financial Turnover from Construction Works bidder should be not less than Rs.480.90 lacs during last three consecutive financial years ending 31st March, 2016.
- (ii) **Profitability:** The bidder should not have incurred any loss more than Two years during the last Five years ending 31st March, 2016.
- (iii) **Solvency:** The bidder should have a Solvency of more than Rs. 192.36 lacs

2 Submission of Tender:

- (i) The Bidder should submit a Power of Attorney as per the format at **Annexure-G**, authorizing the signatory of the Bid to commit the Bidder.
- (ii) Every page of the Bid Document (including addendum/clarification etc if any) shall be signed and stamped by the authorized signatory of the bidder and shall be submitted as part of the bid. Any paper/page shall not be pulled out of the tender document. If this is noticed at some stage, the same shall summarily lead to disqualification of the agency/bidder.
- (iii) The bidder will submit the 'Required Documents' and 'Financial Bid' in two separate sealed envelopes. The envelopes containing required documents to be marked as "Required Documents for **Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store**". Name of bidder _____".

Note - The Technical proposal shall not include any financial information.

3 Tenders without Earnest Money and Tender Cost will be considered as non-responsive and summarily rejected.

4 The Financial Bid/Price Bid of only those successful tenderers, who will qualify in the technical bid (on the basis of their technical proposal and along with other details given in the technical bid) will be opened.

5 The weightages and associated specific technical evaluation criteria is given as under:-

Technical Bid

S.NO	PARAMETER	SCORE
1	Technical Bid	100
1.1	Financial Strength/Standing	30
1.2	Experience & Performance in similar works (last seven years)	55
1.3	Submission of Sample along with Technical Bid	15

5.1 Financial submission of only those Bidders who achieve at least fifty percent marks in each & sixty percent marks in aggregate for their technical proposal would be opened.

5.2 The computation of the Technical Status of Bidder Assessment would be based on the details provided in Technical Bid. The evaluation on the Present Technical Proposal would be qualitative & to the best judgment & discretion of SDMC evaluation committee. The marks so assigned by SDMC evaluation committee would be final and binding on the Bidder/tenderer. The Benchmark Score to be achieved for technical submission will be decided by the SDMC Evaluation Committee.

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6. The successful Bidder will be chosen from the group of qualifying Bidders (“eligible Bidders for financial bid”) achieving benchmark score after technical bid evaluation as per the criteria set out by the evaluation committee.
 7. The lowest two bidders (L1 & L2) shall be chosen on the basis of the financial quote submitted by the technically qualified bidders. **L2 bidder may be invited by the SDMC to match the lowest bid (L1). In case L2 bidder agrees to do so, the supply order shall be split equally in to L1 and L2.**
 8. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of work in SDMC. The department reserves the right to verify the particulars furnished by the applicant independently. Conditional Tenders are liable to be rejected.
 9. All information contained in this package should be treated as confidential and Bidders are required to limit dissemination on a need-to-know basis. All tenderer are hereby cautioned that tenders containing any material deviation or reservations or conditional tenders shall be considered as non-responsive and is liable to be rejected.
 10. Tenders shall be valid for a period of **150 days** from the latest date of submission of tenders. Prior to expiry of the Proposal Validity Period, SDMC may request the Bidders to extend the period of validity for a specified additional period. The Successful Bidder shall, where required, extend the Proposal Validity Period till the date of execution of the consulting contract.
 11. If any of the above days happen to be holiday, then the tenders will be Sold/ Received and opened on the next working day at the same time.
 12. The work shall be carried out as per CPWD Works Manual/Specifications.
 13. SDMC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the SDMC for rejection of his proposal.
 14. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in the Engineering Department of the SDMC is allowed to work as a contractor for a period of one year after his retirement from service, without the prior written permission of the SDMC in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the SDMC as aforesaid before submission of the tender or engagement in the contractor’s service.
 15. Indemnify: The successful tenderer shall indemnify the South Delhi Municipal Corporation against all losses and claims in respect of death or injury to any person. person, loss and damage to any property including works arising out of any consequences of the execution by submitting the “Indemnity Bond” on a stamp paper of value Rs.100/-
 16. All statutory Govt. instructions related to the work shall be binding to the contractor.
 17. IS system of measurements shall be followed.
 18. The adjudication for any dispute shall be the Local Jurisdiction and Court of Delhi.
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Section-II

Schedule of Quantities

NIT No. EE(CS)/2017-18/228

Dated :- 03.10.2017

Name of Work : **Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.**

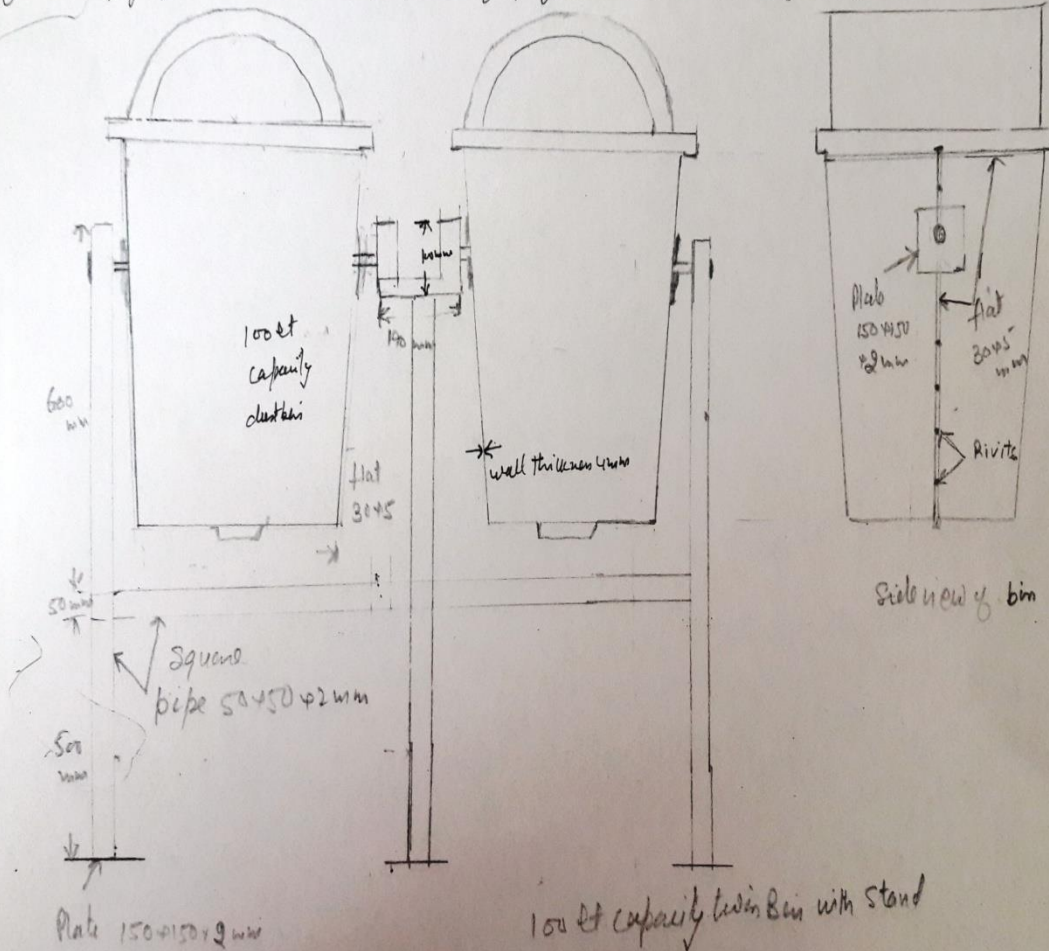
S.N.	Item	Qty.	Unit
1.	<p>Supplying of floor mounted Garbage Twin Dustbin of capacity 100 ltr. each (one blue and one green) with Linear low-density polyethylene LLDPE/ High Density polyethylene (HDPE) with MS stand under the jurisdiction of SDMC with the following specifications:-</p> <p>a) Container:- Two HDPE/LLDPE containers of size 100 liter capacity each (One blue and One green) with 4 mm wall thickness. The container should be properly riveted with steel cage and support the bins, supported on pivots/bushes for rotational movement with the MS stand having glossy finish on outer face as directed by Engineer-in-Charge.</p> <p>b) Lid:- HDPE/LLDPE lid having semi-circular opening in two sides of required size, having 25 mm rib around the opening of lid, border of 40 mm height around 3 edges. Back side to be fixed with Stainless steel but hinges (heavy weight) 1 mm thick 35 mm wide bright finished stainless steel piano hinges, The HDPE/LLDPE Garbage bins should be mounted on a steel cage fitted into two steel stand posts with bushes/pivots to enable rotational motion of garbage bin for removal of garbage and cleaning and also for easy handling as per drawing & direction of Engineer-in Charge.</p> <p>c) Stand Post:- Two stand post 1150 mm long and 1 post of length 1350 mm made of light duty MS black square pipe of 50x50 mm with 2 mm thickness and cross pipe of same size of required length.</p> <p>Cage:- The steel cage should be as per drawing attached having one handles in each Bin of strip 15x3 mm of length 125 mm & height 50 mm and locking arrangement as per drawing & direction of Engineer-in-Charge. (The drawing of the supply item annexed)</p>	7000	Nos.

Ex. Engineer (DEMS-Store)

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Standard Drawing

Name of work: Supply of Floor Mounted Garbage Dustbin of capacity 100 lit with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store



Side view of bin

100 lit capacity twin Bin with stand

S.S.S.
S.S.S.

SECTION-III

General Conditions of the Contract

General Rules & Directions

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

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

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

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

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

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

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

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

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

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

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

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

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

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

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

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

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

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

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

12A In percentage rate tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word 'P' after the decimal figures e.g. 'Rs.2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.

13 i) The contract or whose tender is accepted, will be required to furnish performance guarantee of 5% (five percent) of the tendered amount within the period specified in schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or deposit a call receipt of any scheduled bank/banker's cheque of any scheduled bank/demand draft of any scheduled bank/pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or government securities or fixed deposit receipts or guarantee bonds of any scheduled bank or the state Bank of India in accordance with the prescribed form.

ii) The contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the 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

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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	Remarks
1	2	3	4	5

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

CONDITIONS OF CONTRACT

DEFINITIONS

1. The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the MCD and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer – in – Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

I. The expression 'works' of 'work' shall, unless there be something either in the subject of context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

II. The 'Site' shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

III. The 'Contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

IV. The 'MCD' means the Municipal Corporation of Delhi and its successors.

V. The 'Engineers - in - Charge' means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the M.C.D. as mentioned in Schedule 'F' hereunder.

VI. 'MCD' shall mean the M.C.D.

VII. The term 'Municipal Engineer' includes the Chief Engineer and Superintending Engineer.

VIII. 'Accepting Authority' shall mean the authority mentioned in Schedule 'F'

IX. 'Excepted Risk' are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use of occupation by MCD of the part of the works in respect of which a certificate of completion has been issued or case solely due to MCD's faulty design of works

X. 'Market Rate' shall be the rate as decided by the Engineer – in – Charge on the basis of the cost of material and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

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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 recognised 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.

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

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

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

(i) The notice inviting tender, all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

(ii) Standard M.C.D. Form as mentioned in Schedule 'F' consisting of :

(a) Various standard clauses with corrections upto the date stipulated in Schedule 'F' along with annexure thereto.

(b) C.P.W.D. Safety Code.

(c) Model Rule for the protection of health, sanitary arrangements for workers employed by M.C.D. or its contractors.

(d) CPWD Contractor's Labour Regulations.

(e) List of acts and omissions for which fines can be imposed.

CLAUSES OF CONTRACT

CLAUSE 1

Recovery of Security Deposit

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

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

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

CLAUSE 2

Compensation for Delay

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

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

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the 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 unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or it circumstance shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer – in – Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer – in – Charge.
- (iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer – in – Charge
- (v) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7days after notice in writing is given to him in that behalf by the Engineer – in – Charge.
- (vi) If the contractor commits any acts mentioned in Clause 21 hereof: When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer – in – Charge on behalf of the M.C.D. shall have powers:
 - (a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer – in – Charge shall be conclusive evidence). Upon such determination or rescission the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal for the M.C.D. if any portion of the Security Deposit has not been paid or received it would be called for and forfeited.
 - (b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work debiting the contractor with the cots of the labour and the price the material (of he amount of which cost and price certified by the Engineer – in – Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates a if it had been carried out by the contractor under the terms of his contract. The certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub – clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

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

CLAUSE 4

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

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

CLAUSE 5

Time and Extension for Delay.

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

5.1 As soon as possible after the contract is concluded the Contractor shall submit a time and progress Chart and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer – in – Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work. The contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate program has been agreed upon) complete 1/8th of the whole of work before 1/4th of the whole time allowed in the contract has elapsed 3/8th of the work before one – half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed.

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

- i) Force majeure, or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Engineer – in Charge in executing work not forming part of the Contract, or
- vi) Non – availability of stores, which was the responsibility of MCD to supply or
- vii) Non – availability or break down of tools and Plant to be supplied or supplied by M.C.D. or
- viii) Any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer – in – Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer – in – Charge to proceed with the works.

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

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

CLAUSE 6

Measurements of Work Done

Engineer – in – Charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done. All measurement of all items having financial value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all performed under the contract. All measurement and level shall be taken jointly by the Engineer – in – Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer – in – Charge and the contractor or their representatives in token for their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties. If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer – in – Charge or his representative, the Engineer – in – Charge and the Department shall not entertain any claim representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance of fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer – in – Charge or his representative shall be deemed to be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set for the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian standards and if for any item no such standard is available then a mutually agreed method shall be followed. The contractor shall give not less than seven days notice to the Engineer – in – Charge of his authorized representative In charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of Engineer – in – Charge or his authorized representative In charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer – in – Charge’s consent being obtained in writing the same shall be uncovered at the Contractor’s expense, or in default thereof no payment or allowance shall be made for such work or the material with which the same was executed. Engineer – in – Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7

Payment on Intermediate Certificate to be Regarded as Advances

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer – in – Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work

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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 realised 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 i.e. 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, Cooperative 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, Cooperative 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, Cooperative 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 7 days 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 made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from 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. Notwithstanding 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

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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 and 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

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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 of 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

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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.

CI₀ = 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 is 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 it 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 15days 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

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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 additional, 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

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

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

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

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

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

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

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

CLAUSE 15

Suspension of Work

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

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

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

c) For safety of the works or part thereof.

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

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

N.O.W.:- Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.

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 or 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 from 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 works, 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, be 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

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

CLAUSE 18B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtues of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Control Labour (Resolution and Abolition) Central Rules, 1971, M.C.D. is obliged to pay any amounts of wages to workman employed by the contractor in execution of the works, or to incur any expenditure 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 contract or shall be liable to pay to MCD a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

CLAUSE 19E

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

CLAUSE 19F

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

1. Leave:

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

2. Pay:

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

3. Conditions for the grant of Maternity Leave:

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

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

CLAUSE 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the MCD a sum not exceeding Rs. 200/- for every default, breach or furnishing, making submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender, the decision of the Engineer – in – Charge shall be final and binding on the parties. Should it appear to the Engineer – in

– Charge that the contractor(s) is / are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contractor Labour (R&A) Central Rules, 1971, for the protection of health and sanitary arrangements for work – people employed by the contractor(s) (hereinafter referred as “the said Rules”) the Engineer – in – Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work – people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and / observe the said Rules and to provide the amenities herein before mentioned at the cost of contractor(s). The contractor(s) shall erect, make and maintain at his / their own expense and to approved standard all necessary huts and sanitary arrangements required for his / their work – people on this site in connection within the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer – in – Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and / or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer – in – Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAUSES 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 Engineering-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

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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 a lien 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 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 works 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 him 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

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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 him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the 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 of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final and binding on the 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.

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

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

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

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

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

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

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

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

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

CLUASE 35

Condition relating to use of asphaltic materials

(i) The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.

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(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer – in – Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer – in – Charge shall be made and the material return to the contractors. Although the materials are hypothecated to MCD the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in- Charge in writing.

(iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLUASE 36

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimated in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the experience shall not be lower than specified in Schedule 'F'. The Engineer-in- Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of the clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site within fifteen days of start 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

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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.

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(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.

Modification/Addition to existing Additional conditions for various clauses vide circular no. D-22/EE(P)-III/NDMC/2014-15

N.O.W.:- Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.

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.

SECTION-IV

Special condition of the Contract

1. All rates should be quoted in Indian Rupees. (in words and figure upto two decimal place in metric system including all taxes, levies, cartage etc. complete). The rates quoted in the words shall be considered in case of any ambiguity.
2. Rates should be quoted in proper tender forms clearly and cuttings, overwriting in rates should be initialed by the contractor/supplier.
3. Tender cost and Earnest Money should be deposited in the form of Pay Order/ Bank Draft in favour of Commissioner, SDMC.
 - a) The eligibility conditions and other details/ tender document can be downloaded from SDMC's Web Site [http: www.mcdonline.gov.in](http://www.mcdonline.gov.in). The tender document can also be bought from the office of **Ex. Engineer (DEMS Store), M.C. Primary School, B-Block, Moti Nagar, New Delhi-110024** after depositing the required tender fee i.e. Rs.5000/- on any working day upto **05.07.2017** during office hours. In case, the Downloaded version of the document is used, the bidders need to pay the cost of document along with application in the above manner and such demand draft (for cost of document) must be prepared and submitted along with the bid.
 - b) Tender Cost and Earnest Money will have to be submitted in the envelop in tender box writing there on Earnest Money and Tender Cost before opening of Technical Bid as mentioned in NIT.
 - c) Technical Bid without Tender Cost and Earnest Money will not be opened.
 - d) Non submission of any documents required for Technical Bid by the bidder/tenderer, tender/bid will be rejected summarily.
4. Municipal Registered Contractors having Delhi Sale Tax/D-Vat number are entitled to tender only upto the class/amount to which they are registered for tendering. Reputed manufacturers/authorized Dealers of the item under tender having Delhi Sale Tax/D-Vat number are also eligible to tender for the supply with submission of authenticated proof of dealership alongwith agreement etc. with technical bid. Non-submission of authenticated proof for the same Technical bid will be rejected summarily.
5. Supply will be taken at (part of full) on monthly basis as per requirement and as per direction of the Engineer in Charge.
6. If the contractor/supplier supplies inferior material and same is rejected by the Engineer in Charge, the rejected material will have to be got removed from SDMC officer decided by the zonal authority in each zone of SDMC within three days after issue of rejection letter, failing which the same shall be got removed at the risk and cost of the supplier.
7. Conditional tenders will not be entertained and are likely to be rejected.
8. The Engineer in Charge reserves the right to cancel or reject any tender without assigning any reason thereof.
9. The material supplied by the contractor shall be properly stacked and the contractor will be responsible to see that the same is measured soon after the supply is made department will not be responsible for any loss before it is measured.
10. No extension of time shall be granted if adequate and valid reasons are not given well in time.

N.O.W.:- Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.

11. Final bill shall be paid to the contractor only after affecting recoveries based on CTE's/Quality Control/Audit Observation or otherwise.
12. The contractor shall not be permitted to tender for works in the SDMC circle responsible for award and execution of the contract in which his near relative is posted as Divisional Accountant or as an officer in any capacity between grades or Superintending Engineer and Junior Engineer (Both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Junior Engineer/ Gazetted officer in SDMC. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors from this department.
13. Necessary arrangement of testing shall have to be made by the contractor. For transportation/ cartage nothing shall be payable, so rates shall be quoted accordingly.
14. Amendment to the General Conditions of Contract in addition to clause 7, clause 9 and clause 9A. Regarding payment of the bills to contractors. The payment of passed bills will depend on availability of funds in particular head of account from time to time in MCD. Payments of bills shall be made strictly on queue basis i.e. first the past liabilities will be cleared and after that the release for passed bills will be in order of the demand received at HQ under particular head of account. As per circulated vide circular no. D/EE (P)-III/2006-07/27 dated 09/05/2006 is also applicable.
15. The contractor shall be fully responsible for the quality of material supplied up to expiry dated or till stock lasts. The department shall not be responsible in case investigating agency lift the samples and material found below specification.
16. Circular no. D/SE(QC)/2006/1571 dated 25.10.2006 amended to date shall be applicable.
17. Third Party quality assurance will be carried out by "RITES LIMITED" for which necessary charging are to be paid by the contractor.
18. The Contractor shall be required to deposited an amount equal to 5% of the tendered value of the work as Performance Guarantee in the form of an irrevocable Bank Guarantee bond of any Schedule Bank of India in accordance with the form prescribed or in cash or in the form of Govt. Security, Fixed deposit receipt etc. within prescribed number of days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor.
19. Supply shall be made at DEMS-Store, Khayala, New Delhi or anywhere in the jurisdiction of SDMC as desired by Engineering –in-Charge.

SECTION-V

TECHNICAL BID SUBMISSION FORMAT

The technical bid shall consist of the following documents/ Sample:

1. Document in support of payment of Earnest Money.
2. Tender Cost of Rs. 5000/- towards the cost of Tender Document.
3. Delhi VAT Registration Certificate.
4. Service Tax Registration Certificate.
5. Income Tax/Pan Card.
6. Financial details/information as per **Annexure – A.**
7. Bank Solvency Certificate as per **Annexure-B.**
8. Details of all similar works completed in the last seven years as per **Annexure – C.** The expenditure so claimed need to be supported with any experience certificate issued by the client and signed by an officer not below the rank of Executive Engineer.
9. Performance on Completed or ongoing works shall be furnished strictly as per **Annexure– D**
10. Anti – Collusion certificate as per **Annexure – E.**
11. Undertaking for not Blacklisted as per **Annexure- F.**
12. Power of Attorney in favour of authorized representative **Annexure- G.**
13. One sample of proposal along with their Technical Specifications. No payment shall be made for this sample.

Note - The Technical proposal shall not include any financial information.

ANNEXURE 'A'

FINANCIAL DATA
(FINANCIAL STANDING)

NAME OF THE TENDERER/BIDDER:

(All Amounts in Rupees)

S. No.	Description	Financial Data for Latest Last Five Financial Years					Remarks
		Year 2011-12	Year 2012-13	Year 2013-14	Year 2014-15	Year 2015-16	
1.	Total Assets						
2.	Current Assets						
3.	Total Liabilities						
4.	Current Liabilities						
5.	Profits Before Taxes						
6.	Profits After Taxes						
7.	Net Worth [= 1 - 3]						
8.	Working Capital [=2 - 4]						
9.	Annual Turnover						

**Signature of Authorized Signatory
on behalf of Tenderer with company seal**

NOTE:

1. Attach copies of the audited balance sheets, income tax returns including all related notes, income statements for the last five audited financial years, as indicated above.
2. All such documents reflect the financial data of the tenderer and not that of sister or parent company.
3. **The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his Signature & Stamp.**

ANNEXURE 'B'

BANK SOLVANCY CERTIFICATE

(on the Letter head of the Bank)

This is to certify that to the best of our knowledge and information that M/s./Sh._____ having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs._____ (Rupees_____).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Signature & Seal

**Name of Bank Manager
Name of Bank
Address**

ANNEXURE – ‘C’

WORK EXPERIENCE

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED

DURING THE LAST SEVEN YEARS

Name of the TENDERER:-

1. Name of Work/Project and Location	
2. Agreement / Contract No.	
3. Client (with Address & Telephone)	
4. Scope / Nature of work	
5. Date of Start	
6. Stipulated Date of Completion	
7. Actual Date of Completion	
8. Detail about any Levy of Compensation, Time Over Run, Performance/Quality of Works etc	
9. Total value of work done on completion (up to 30.09.2017 in case of works in progress)	
Value of work done of component of Similar works means “Supply of LLDPE/HDPE Dustbin, Litter Bin and other Container used to Store Garbage.” as stipulated in NIT clause 1.1.3.2.	
10. Reference to Client’s/ Employer Completion Certificate	
11. Litigation or Arbitration cases pending/ in progress with detail	
NOTE:	
<ol style="list-style-type: none"> 1. Attach copy of the Experience & Performance Certificate issued by the Client 2. <i>In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.</i> 	

N.O.W.:- Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.

ANNEXURE – ‘D’

Performance on Completed Works OR Ongoing Works as “Supply of LLDPE/HDPE Dustbin, Litter Bin and other Container used to Store Garbage.” where Progress is Rs. 192.36 Lacs OR More during Last Seven Years

1. Name of the Agency
2. Name of work/project and location
3. Agreement No.
4. Estimated Cost
5. Tendered Amount
6. Gross Value of work done till date
7. Date of Start
8. Date of completion and present progress (%)
 - i Stipulated date of completion
 - ii Actual / Anticipated date of completion.
 - iii Present Progress (For ongoing works)
Financial / Physical
9. Performance Report
 - (i) Quality of work Very Good/Good/Fair/Poor
10. Amount of compensation levied for delayed completion, if any.
11. Whether the agency has gone for Litigation/Arbitration against the client.
12. Whether the client has gone for Litigation/Arbitration against the agency.

**Executive Engineer/
Chief Project Manager or equivalent**

N.O.W.:- Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.

ANNEXURE – ‘E’

FORMAT FOR ANTI – COLLUSION CERTIFICATE

Anti – Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our bid for the proposals, we have not acted in concert or in collusion with any other Bidder or other person (s) and also not done any act, deed or thing which is or could be regarded as anti – competitive.

We further confirm that we have not offered or will offer any illegal gratification in cash or kind to any person or agency in connection with instant Proposal.

Date this _____ Day of _____ 2016.

(Name of the Bidder)

**Signature of Authorized Signatory
on behalf of Tenderer with company seal**

(Name of the Authorized Person)

Note:

1. This Certificate is to be submitted on the Rs. 100/- Stamp paper duly Notarized.

N.O.W.:- Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.

ANNEXURE- F

UNDERTAKING FOR NOT BLACKLISTED

I/We do hereby undertake that we have not been blacklisted or deregistered/debarred by any Central / State Government Department or Central/State Public Sector Undertaking or Central/State Autonomous Body and also that none of our work was rescinded by the client after award of contract during last 5 (Five) Years ending 31.05.2017.

**Signature of Authorized Signatory
on behalf of Tenderer with company seal**

NOTE:

1. The undertaking shall be signed by authorized signatory of the tenderer on the Rs.100/- Stamp Paper duly notarized.

N.O.W.:- Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.

ANNEXURE- G

Power of Attorney for signing of Bid

(To be executed on Stamp paper of INR 100 (INR Hundred) and duly notarized)

Know all men by these presents, We,..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the work - **Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store**, being developed by SDMC (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and signing and execution of all contracts

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

N.O.W.- Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.

Section-VI

Financial Bid Form

NIT No. EE(CS)/2017-18/228

Dated:- 03.10.2017

Name of Work : **Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store**

S.N.	Item	Qty.	Unit	Rate (Rs.)		Amount	
				To be quoted by contractor in figure (Rs.)	To be quoted by contractor in words (Rs.)	To be quoted by contractor in figure (Rs.)	To be quoted by contractor in words (Rs.)
1.	<p>Supplying of floor mounted Garbage Twin Dustbin of capacity 100 ltr. each (one blue and one green) with Linear low-density polyethylene LLDPE/ High Density polyethylene (HDPE) with MS stand under the jurisdiction of SDMC with the following specifications:-</p> <p>d) Container:- Two HDPE/LLDPE containers of size 100 liter capacity each (One blue and One green) with 4 mm wall thickness. The container should be properly riveted with steel cage and support the bins, supported on pivots/bushes for rotational movement with the MS stand having glossy finish on outer face as directed by Engineer-in-Charge.</p> <p>e) Lid:- HDPE/LLDPE lid having semi-circular opening in two sides of required size, having 25 mm rib around the opening of lid, border of 40 mm height around 3 edges. Back side to be fixed with Stainless steel but hinges (heavy weight) 1 mm thick 35 mm wide bright finished stainless steel piano hinges, The HDPE/LLDPE Garbage bins should be mounted on a steel cage fitted into two steel stand posts with bushes/pivots to enable rotational motion of garbage bin for removal of garbage and cleaning and also for easy handling as per drawing & direction of Engineer-in Charge.</p> <p>f) Stand Post:- Two stand post</p>	7000	Nos.				

N.O.W.:- Supply of 7000 Nos. Floor Mounted Garbage Dustbins of capacity 100 liter with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS-Store.

<p>1150 mm long and 1 post of length 1350 mm made of light duty MS black square pipe of 50x50 mm with 2 mm thickness and cross pipe of same size of required length. Cage:- The steel cage should be as per drawing attached having one handles in each Bin of strip 15x3 mm of length 125 mm & height 50 mm and locking arrangement as per drawing & direction of Engineer-in-Charge.</p>						
Total (Rs. in Word)						
Total (Rs. in Figure)						

1. Amount of Bid quoted above is inclusive of all Statutory taxes, levies, charges etc. and it also includes any other legal/tax liabilities which may be in force at present or may arise in future etc. Nothing will be extra paid by the SDMC in addition to the above quoted bid amount. If deduction at source is mandatory on account of any statutory tax such as Income Tax, levy, cess, fee etc., the same will be deducted from the bill amount of the Successful Bidder by the payment authority under the SDMC.
2. Rate are ex DEMS-Store, Khyala, New Delhi or anywhere in the jurisdiction of SDMC.
3. No additional condition(s) from the bidder would be accepted.
4. Cello Tape to be affixed on the financial data part of the document
5. The agency shall be liable to pay the service tax (if applicable) as per the extant rules. The service tax so paid by the agency shall be liable to be reimbursed by the SDMC on submission of the proof of deposition of the service tax to the concerned department of the Government of India.

Signature of the Authorized Person with date_____

Name & Status/Post of the Signatory_____

Name of the bidder Company/Agency/ Agency/ Institution_____