

**ELECTRICITY DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
OFFICE OF THE EXECUTIVE ENGINEER (CCTV)  
Room No. 307, 3<sup>rd</sup> Floor, Mohan Singh Place,  
BKS Marg, New Delhi-110001.**

**e-Procurement Tender Notice**

**Tender ID No.: 2018\_NDMC\_143406\_1**

**Name of Work: Repair & Maintenance – Buildings.**

**Sub Head: Annual Comprehensive Maintenance of CCTV Cameras installed in various buildings of NDMC area.**

**Estimate cost: - Rs. 22,50,721/-**

Date of release of tender through e-procurement solution 10/01/2018

Last date/time for receipt of tenders through e-procurement solution 24/01/2018 at 3.30 PM

Date/Time for opening of bid through e-procurement solution 24/01/2018 at 4.00 PM

Further details can be seen at <https://govtprocurement.delhi.gov.in>

Note: - To participate in e-tender in NDMC registration with application services provider NIC is mandatory.

**Executive Engineer (E) CCTV  
[sundeep.cctv@gmail.com](mailto:sundeep.cctv@gmail.com)  
+91-7290067060**

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Room No. 307, 3<sup>rd</sup> Floor, Mohan Singh Place,  
BKS Marg, New Delhi-110001.**

**TENDER NOTICE**

Tender ID No.: 2018\_NDMC\_143406\_1

The item rate tenders e-procurement in two cover system on behalf of the NDMC are invited by the undersigned from Firms/Contractors for below mentioned work:

S. No.	Name of Work	Estimated Cost(Rs.)	Earnest Money (Rs.)	Date and Time		
				Date of release of tender through e-procurement solution	Last date/time for receipt of tenders through e-procurement	Date/time for opening of Bid through e-procurement
	<b>Annual Comprehensive Maintenance of CCTV Cameras installed in various buildings of NDMC area.</b>	22,50,721/-	45,015/-		3.30 PM	4.00 PM

Tender document can be viewed/downloaded from Govt. of NCT Delhi website <http://govtprocurement.delhi.gov.in> and the bid documents shall be uploaded on the same site by.....upto 3.30 PM. Cover containing Earnest money (as detailed above shall be submitted by.....upto 3.30 PM in the shape of demand Draft Fixed deposit receipt of a Scheduled Bank in favour of The Secretary, NDMC valid for a minimum period of 3 months from the date of opening the Tender. A part of earnest money is acceptable in the form of bank guarantee also. In such case, **minimum** 50% of earnest money or Rs. 20 lacs, whichever is less, **shall** have to be deposited in shape prescribed above, and balance **may be deposited** in shape of Bank Guarantee of any scheduled bank **having validity for three months or more from the last date of receipt of bids** which is to be scanned and uploaded by the intending bidders. But the bid can only be submitted after deposition of EMD in favour of Secretary NDMC in the form prescribed in NIT and uploading the mandatory scanned documents such as receipt in prescribed format at page No. 8 for deposition of EMD obtained from the office of any NDMC Executive Engineer & physically deposit the original EMD in the form prescribed before the schedule submission time of tender in the office of Executive Engineer concerned and other documents as specified. This envelope shall be opened first.

**Eligibility Conditions:**

The Tender documents through e-procurement solution, must accompany the self attested copies of following:

1. Registration under GST.
2. Should have satisfactorily completed the works as mentioned below during the last seven years ending last day of the month.
  - (a) Three similar works each costing not less than 40% of estimated cost.
  - or
  - Two similar works each costing not less than 60% of estimated cost.

or

One similar work costing not less than 80% of estimated cost.

b.) One work of any nature (either part of (a) above or a separate one) costing not less than Rs. 6,75,216/- with some Central/State Government Department/Central Autonomous Body/Central Public Sector Undertaking/PSU's.

Similar work shall mean **Annual Comprehensive Maintenance of CCTV Cameras**, the value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.

Tender documents must be downloaded completely, as incomplete tender documents shall not be considered and are liable to be rejected. Tenders not accompanied with the earnest money shall not be considered.

Tenderer shall submit all the tender documents for eligibility criteria on e portal failing which their offer is liable to be ignored.

**Executive Engineer (E) CCTV**

**NDMCED 6**

**ELECTRICITY DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
OFFICE OF THE EXECUTIVE ENGINEER  
New Delhi**

**NOTICE INVITING TENDER**

The item rate tenders e-procurement system on behalf of the NDMC is invited by the undersigned from Firms/Contractors for below mentioned work: **Annual Comprehensive Maintenance of CCTV Cameras installed in various buildings of NDMC area.** Tender document can be viewed/downloaded from NDMC website <http://govtprocurement.delhi.gov.in> and the bid documents shall be uploaded on the same site by.....upto 3.30 PM.

Tender document can be viewed/downloaded from Govt of NCT of Delhi NDMC website <http://govtprocurement.delhi.gov.in> and the bid documents shall be uploaded on the same site by.....upto 3.30 PM. Cover containing Earnest money (as detailed above shall be submitted by.....upto 3.30 PM in the shape of demand Draft Fixed deposit receipt of a Scheduled Bank in favour of The Secretary, NDMC valid for a minimum period of 3 months from the date of opening the Tender. A part of earnest money is acceptable in the form of bank guarantee also. In such case, **minimum** 50% of earnest money or Rs. 20 lacs, whichever is less, **shall** have to be deposited in shape prescribed above, and balance **may be deposited** in shape of Bank Guarantee of any scheduled bank **having validity for three months or more from the last date of receipt of bids** which is to be scanned and uploaded by the intending bidders. But the bid can only be submitted after deposition of EMD in favour of Secretary NDMC in the form prescribed in NIT and uploading the mandatory scanned documents such as receipt in prescribed format at page No. 8 for deposition of EMD obtained from the office of any NDMC Executive Engineer & physically deposit the original EMD in the form prescribed before the schedule submission time of tender in the office of Executive Engineer concerned and other documents as specified.

Estimated cost: **Rs. 22,50,721/-**

**1. Eligibility Conditions**

The Tender documents through e-procurement solution, must accompany the self attested scanned copies of following:

- a. Registration under GST.
- b. Should have satisfactorily completed the works as mentioned below during the last seven years ending last day of the month.
  - i. Three similar works each costing not less than 40% of estimated cost.  
or  
Two similar works each costing not less than 60% of estimated cost.  
or  
One similar works each costing not less than 80% of estimated cost.
  - ii. One work of any nature (either part of (i) above or a separate one) costing not less than Rs. 6,75,216/- with some Central/State Government Department / Central Autonomous Body / Central Public Sector Undertaking / PSU's.

Similar work shall mean maintenance of Annual Comprehensive Maintenance of CCTV Cameras, the value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum ; calculated from the date of completion to last date of receipt of applications for bids.

2. Registration of contractor and labour engaged under cess as per provision under 'under building and other construction worker act 1996.' If not applicable an

affidavit on Non-judicial stamp paper regarding non-applicability under cess act 1996.

- ~~3. It is mandatory for the bidder/contractor to sign the IP. The bid of the bidder/contractor who do not sign the "IP" shall not be considered. Integrity pact is available at Annexure I.~~

~~Details of IEMs (Independent External Monitor):-~~

~~(1) Dr. U.K.Sen, IEM (e-mail: [usken@hotmail.com](mailto:usken@hotmail.com)), (2) Sh.V.K.Gupta, IEM (email: [vinod101951@gmail.com](mailto:vinod101951@gmail.com)) In case of any grievance about the tender, the same may be sent to IEM/Vigilance Deptt. of NDMC with the name and address of the sender.~~

4. The tenderer who have valid registration in NDMC of relevant stream and in appropriate class need not required to submit the work experience as required 1.C of eligibility condition. However, the tenderer registered with other organisation have to submit the proof of relevant work experience as per eligibility condition. **(DELETED)**
5. Bidders shall have to furnish an affidavit as under:-  
I/ We undertake and confirm that eligible similar work (s) has have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I We shall be debarred for bidding in NDMC in future forever. Also if such a violation comes to the notice of Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid).
6. The contractors Registered in other organization shall also have to get themselves registered in NDMC before they are paid first running bill. **(DELETED)**
7. The time allowed for carrying out the work will be 36 months reckoned from the 10th day of issue of award letter.
8. The site for the work is available/shall be made available.
9. Last date/time for receipt of tenders though e-procurement will be stopped by TIME at 15:30 Hrs. Tenders documents, consisting of plans, specifications, the schedule of quantities of the various clauses of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen at <http://www.govtprocurement.delhi.gov.in> Payment of Earnest money of Rs. 45,015/- shall be made in the shape of Demand Draft/Fixed Deposit Receipt/Banker's Cheque of a Scheduled Bank in favour of The Secretary, N.D.M.C. payable at Delhi/New Delhi valid for a minimum period of 6 months from the date of opening the tender.
10. The tenderer must produce copy of Registration under GST.
11. Scanned copy of Earnest money (as detailed above shall be uploaded by.....upto 3.30 PM in the shape of demand Draft Fixed deposit receipt of a Scheduled Bank in favour of The Secretary, NDMC valid for a minimum period of 6 months from the date of opening the Tender. A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders. Certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority failing which the tender shall be rejected and enlistment of agency shall be withdrawn by the enlisting authority. The Earnest Money Deposited along with tender shall be returned after receiving the aforesaid performance guarantee.
12. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid 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.10000/- or Deposit at call receipt of any scheduled bank/banker's cheque of any scheduled bank/demand draft of any schedule bank/pay order of any Scheduled Bank (in case guarantee amount is less than (Rs.100000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule "F", including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in Schedule F.

13. Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders so as to ensure that the work is completed in time without any unreasonable hindrance. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of condition and rates at which stores, tools and plants etc. will be issued to him by the NDMC and local condition and other factors having a bearing on the execution of the work.
14. The Accepting Authority (Executive Engineer or Superintending Engineering or Additional Chief Engineer or Chief Engineer or Engineer- in-Chief or Chairperson or New Delhi Municipal Council as the case may be) does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or for any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
15. Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing will be liable to rejection.
16. The Accepting Authority reserves to himself the right of accepting the whole or any part of the tender and the tender shall be bound to perform the same at the rates quoted.
17. The Contractor shall not be permitted to tender for works if his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Engineer in Chief and junior Engineer (both inclusive) in New Delhi Municipal Council. He shall also intimate the names of person who are working with him in any capacity or are subsequently employed by him and who are near relatives so any junior Engineer/Officer of New Delhi Municipal Council. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors if however, the contractor is registered in any other organization, he shall be debarred from tendering in N.D.M.C.  
NOTE: By the term near relative is meant wife, husband, parents and grand parents, children and grand children, brother and sister, uncles, aunts and cousins and their corresponding in laws.
18. No Engineer or other officer employed in New Delhi Municipal Council is allowed to work as a contractor or employee of a contractor for a period of one years after his retirement from New Delhi Municipal Council's service without the previous permission of New Delhi Municipal Council in writing. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of New Delhi Municipal Council as aforesaid before submission of the tender or engagement in the contractor's service, as the case may be.
19. Tenders shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period from issue of letter of acceptance, whichever is earlier or makes any modification in the terms and condition of the tender which are not acceptable to the New Delhi Municipal Council, then New Delhi Municipal Council shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely besides black –listing of the tenderer or both. The decision of New Delhi Municipal Council in this behalf shall be final and binding on the tenderer.

20. The notice-inviting tender shall form a part of the contract document. The successful tenderer/contractor shall, as directed by the Executive Engineer, sign the necessary contract documents consisting of the notice inviting tender, all the documents including additional conditions, specification and drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof with any correspondence leading thereto within the time specified in the letter communicating the acceptance of the tender. In case of delay, the earnest money may be forfeited and the tender cancelled or the contract enforced as per the terms of the tender and the invitation to tender and the tenderer shall thus be bound by the condition of contract even though the formal agreement has not been executed and signed within the specified time by the tenderer.
21. Contract is liable to be terminated by the NDMC without payment of any compensation, if subsequent to the acceptance of tender the contractor is black-listed by, or enters into partnership or employs any black listed contractor of the NDMC or any other Deptt., or Govt. or its, undertakings.
22. Security Deposit: 2.5% of tendered value. However, in case of contracts involving maintenance of building and services/other work after construction of same building and services/other work beyond defect liability period, 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately. The validity period of PG shall be extended accordingly. The security deposit will be collected by deductions from the running bills of the contractor at the rate mentioned above and the earnest money, If deposited in case at the time of tenders, will be treated as a part of the security deposit. Fixed deposit receipt and bank guarantee bonds of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
23. If the Head Quarter of the successful tenderer is at a place other than Delhi he shall have a duly authorized agent in Delhi from the date of commencement of the work until the work is virtually completed. Such agent shall be authorized to act on behalf of the successful tenderer Any notice under the contract shall be deemed to have been served on the successful tenderer, if served upon such agent or sent by registered letter at his address in Delhi. Such agent shall not be changed and shall not leave Delhi during the period of the contract without the prior approval of the Engineer –in –charge. If the Engineer –in –charge shall require the successful tenderer to carry out rectification of defects under the terms of the contract after the work has been completed, the successful tenderer shall have the same or another duly authorized agent in Delhi, while such rectification are being carried out.
24. The contractor shall submit list of works which are in hand (progress) in the following form:

Name of work	Agency getting the Work executed	Name & particulars of Division where work Being executed	Amount of work	Position of work in progress	Remarks
1	2	3	4	5	6

25. NIT approved in authority will determine the applicability of Clause 7A relating to labour licenses and registration of contractor with EPFO, ESIC, & BOCW, Welfare Board for the particular work. No running account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC, & BOCW, Welfare Board, whatever applicable are submitted by the contractor to Engineer-in-charge.

Signature of contractor

Dated-----

**Executive Engineer(E)CCTV**

**For and on behalf of the  
New Delhi Municipal Council**

**EARNEST MONEY DEPOSIT RECEIPT**

Ref.: 1) NIT No. \_\_\_\_\_ /EE(E)CCTV /2017-18 & Tender ID No.

For the work **Annual Comprehensive Maintenance of CCTV Cameras installed in various buildings of NDMC area.**

2) Estimated cost put to tender: Rs. 22,50,721/-

3) EMD: Rs. 45,015/-

Earnest Money Deposit for above reference tender in form of BG for amounting to

Rs. \_\_\_\_\_ vide No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on Bank  
\_\_\_\_\_ Branch \_\_\_\_\_ valid upto \_\_\_\_\_

and / or accounts payee DD/Banker's Cheque / FDR for amounting to Rs.

\_\_\_\_\_ vide No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on Bank  
\_\_\_\_\_ Branch \_\_\_\_\_

valid upto \_\_\_\_\_ in favour of Secretary NDMC, has been received from

M/s. \_\_\_\_\_ (Manufacturer / Accredited dealer /

Authorized dealer of \_\_\_\_\_ / Trader) in the office of

Executive Engineer, NDMC, \_\_\_\_\_ division on dated

\_\_\_\_\_.

Executive Engineer (E)CCTV



## **GUIDELINES**

The tenderer should submit their offer in two separate parts/stages as per e-tendering system and as detailed below:-

### **Part No.-I:**

This part should contain the scan copy of EMD receipt and all the document in support of eligibility as per the tender notice. Further in case of any problem in uploading the bulky documents, the firm can submit the documents, relating to eligibility criteria in hard copy alongwith EMD in the office of EE(E). If the offer is not found as per eligibility conditions of NIT, the same is liable to be ignored and part No.II will not be opened.

### **Part No.-II (PRICE BID):**

This part should contain only the rates of items and other amount both in figure and words. As indicated above, in case additional Condition/ alteration/suggestion are indicated in this Price Bid, the tender shall be treated as invalid.

The price bid of only eligible tenderers shall be opened on suitable date and time in the presence of various firms representatives. Intimation shall also be sent to the eligible tenderer in this regard well in advance.

However, the decision of Chief Engineer (Elect) regarding the eligibility for opening of Price Bids shall be final.

**Executive Engineer (E) CCTV**

## NEW DELHI MUNICIPAL COUNCIL

NDMC 7/8

### **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 tender, and the amount of the security deposit and Performance guarantees 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 shall also 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 (NDMC- 8)**

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 (NDMC- 7) (Deleted)**

- 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. The tender submitted shall be treated as invalid if:-
  - (i) The contractor does not quote percentage above/ below on the total amount of tender or any section/sub head of the tender.
  - (ii) The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
  - (iii) The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender:

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.

- 4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), NDMC of the circle & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

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 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 Rule-I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
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 acknowledgment 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 issue-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 tenderers shall return all the drawings given to them.

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

**Applicable for Item Rate Tender only (NDMC- 8)**

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 event 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 of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- 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.
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 (NDMC- 8)**

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 figures 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. 2.15 P' 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 upto 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 (NDMC- 7) (Deleted)**

- 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 'Paisa' should be written at the end.
13. (i) The Contractor 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 at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of

any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule F including the extended period if any. The earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with the bid shall be returned after receiving the aforesaid performance guarantee.**

**The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC & BOCW Welfare Board and Programme Chart (time and progress) within the period specify in Schedule F.**

- ii) Security Deposit: 2.5% of tendered value. However, in case of contracts involving maintenance of building and services/other work after construction of same building and services/other work beyond defect liability period, 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately. The validity period of PG shall be extended accordingly. 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 a Scheduled 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 Engineer –in- Charge.
15. GST or any other tax applicable in respect of this contract shall be payable by the Contractor and NDMC will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer- in-charge after satisfying that it has been actually and genuinely paid by the contractor. **The applicable and eligible service tax shall be reimburse preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order**
16. The contractor shall give a list of both gazetted and non-gazetted NDMC officers & 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 installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

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

<b>Name of Work</b>	<b>Name and particulars of Division Where work is being</b>	<b>Value of Work</b>	<b>Position of works in Progress</b>	<b>Remarks</b>

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 Chief Engineer, 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.
21. **All Govt. Institute, Indian Institutes of Technology, National Institutes of Technology, Central and State Research Centers, Centrally and State funded laboratories stands approved.**

Contractor

Executive Engineer (E) CCTV

NDMC-7/8

## NEW DELHI MUNICIPAL COUNCIL

## Item Rate Tender &amp; Contract for Works

**(A) Tender for the work of: Annual Comprehensive Maintenance of CCTV Cameras installed in various buildings of NDMC area.**

- (i) To be submitted by \_\_\_\_\_ **PM hours on** \_\_\_\_\_ to the Executive Engineer \_\_\_\_\_ Division, NDMC, New Delhi.
- (ii) To be opened in presence of tenderers who may be present at \_\_\_\_\_ **PM hours** on \_\_\_\_\_ in the office of Executive Engineer \_\_\_\_\_ Division, NDMC, New Delhi

Issued to .....

Signature of officer issuing the documents .....

Designation .....

Date of Issue .....

**TENDER**

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the NDMC within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

**I / We agree to keep the tender open for ninety (90) days from the due date of its opening / Ninety days from the date of opening of technical bids in case tenders are invited on 2 envelope system / ~~120 days from the date of opening of technical bids in case tenders are invited for specialized works on 3 envelope system~~ (strike out as the case may be)**

A sum of **Rs. 45,015/-** is hereby forwarded in cash/receipt treasury challan / deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period.

I/We agree that the said NDMC or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that NDMC or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.

**I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in NDMC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer –in -charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.**

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret / confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

**Dated:**

**Witness:**

**Address:**

**Occupation:**

**Signature of Contractor**

**Postal Address**



**ELECTRICITY DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
OFFICE OF THE EXECUTIVE ENGINEER  
New Delhi**

**CONDITIONS OF CONTRACT FOR WORKS**

**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 New Delhi Municipal Council and the contractor, together with the documents referred to therein including these conditions, the specification 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 :-
  - a. The Expression "works", or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by or virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - b. 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.
  - c. The "contractor" shall mean the individual, firm of company, whether incorporated or not, undertaking the works and shall include the legal personal representatives 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.
  - d. The "N.D.M.C. or NDMC" mean the New Delhi Municipal Council.
  - e. The "Engineer-in-Charge" means the Executive Engineer who shall supervise and be in charge of the work.
  - f. The terms "Chief Engineer" includes Additional Chief Engineer also.
  - g. "Excepted Risk" are risk due to riots (other than those an 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 act. Of Government, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the NDMC or causes solely due to use or occupation by NDMC of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to NDMC's faulty design of works.
  - h. "Market Rate" shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labours at the site where the work is to be executed plus fifteen percentages to cover all overheads and profits. "Tendered value" means the value of the entire work as stipulated in the letter of award.
  - i. Schedule(s) referred to in these conditions shall mean the relevant –schedule(s) annexed to the tender paper or Central Public works Department-Delhi Schedule of Rates with amendments thereto issued upto the date of receipt of the tender.

**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 the 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, Scheduled 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 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 is otherwise provided in these conditions, include all labours, materials, tools, plants, equipments 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 shall unless otherwise stated, be held to include wastage on material carriage and cartage, carrying and return of empties, hoisting, setting fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

### **Sufficiency of tender**

7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of this 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 conditions 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) C.P.W.D. Specifications
    - (v) Indian Standard Specification of B.I.S.
  - 8.2 if there are varying or conflicting provisions made in any one document forming part of the contract, the Chief Engineer 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 drawing and specification or from any of his obligations under the contract.

### **Signing of Contract**

9. The successful tenderer/contractor shall, as directed by the Executive Engineer, within the time specified in the letter communicating the acceptance of the tender, sign the necessary contract documents consisting of 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.
10. Issue of stipulated materials and T&P shall be issued only after necessary contract documents are signed by the contractor.

## CLAUSES OF CONTRACT

### Clause 1.

#### Performance Guarantee

- (i) The contractor shall submit an irrevocable PERFORMANCE GURANTEE of 5% (Five Percent) of the tendered amount in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provision in the contract) **programme chart (time and progress) and applicable labour licenses, registration with EPFO, ESIC & BOCW Welfare Board or Proof of applying thereof from the date of issue of letter of acceptance.** within 15days of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period on 7days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Deposit-at-Call receipt, Banker's Cheque/Demand Draft pay order of any schedule bank or Fixed Deposit Receipts or guarantee Bonds of any scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to he NDMC as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NDMC to make good the deficit.
- (ii) The performance guarantee shall be initially valid upto the stipulated date of completion plus 60 days is for one year beyond that in case the time for completion of work gets enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the NDMC is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of.
  - a) Failure by the contractor to extend the validity of the performance Guarantee as described therein above, in which event the Engineer-in-Charge may claim the full amount of the performance guarantee.
  - b) Failure by the contractor to pay the NDMC any amount due, either as agreed by the contractor or determined under any of the clauses/Conditions of the agreement, within 30days of the service of notice to this effect by Engineer-in-Charge.
  - c) In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the NDMC.

#### Form of Performance Security/Bank Guarantee Bond.

In consideration of the New Delhi Municipal Council (hereinafter called N.D.M.C) having offered to accept the terms and conditions of proposed agreement between.....and.....(hereinafter called "the said contractor(s)").....forthework.....  
 .....(hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security/guarantee from the contractor (s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We.....(herein after referred to as "the Bank" hereby undertake (indicate the name of the Bank) to pay to the NDMC an amount not exceeding Rs..... (Rupees.....only) on demand by the NDMC.

- We.....do hereby undertake to pay the amounts due and payable under this ,(indicate the name of the Bank Guarantee without any demure, merely on a demand from the NDMC 's stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
2. We, the said bank further undertake to pay to the NDMC: any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suite or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and un-equivocate. The payment so made by us under this bond shall be a valid discharge of our liability for payment there-under and the contractor (s) shall have no claim against us for making such payment.
  3. We.....further agree that the guarantee herein contained shall remain in full force(indicate the name of Bank)and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the NDMC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the NDMC certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
  4. We.....further agree with the NDMC that the NDMC shall have (indicate the name of Banks) the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone or any time or from time to time any of the powers exercisable by the NDMC against the said contractor (s) and to forbear or enforce any of the terms and conditions relations to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act of omission on the part of the NDMC or any indulgence by the NDMC to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
  5. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
  6. We..... lastly undertake not to revoke this guarantee except with the (indicate the name of the Bank) previous consent of the NDMC in writing.
  7. This guarantee shall be valid upto .....unless extended on demand by the NDMC notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rs.....only)and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the.....day

of.....for.....(indicate the name of the Bank).

8. This guarantee shall be valid upto .....unless extended on demand by the NDMC notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rs.....only)and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the.....day

of.....for.....(indicate the name of the Bank).

#### Clause 1. A

##### Recovery of security deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit the NDMC at the time of making any payment to him for work under the contract to deduct a sum at the rate of 2.5%of the gross amount of each running bill till the sum along with sum already deposited as earnest money, will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by the NDMC 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 Fixed Deposit Receipt of any scheduled Bank or the State Bank of India. In case a fixed deposit receipt of any bank is furnished by the contractor to the NDMC as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NDMC to make good the deficit.

All compensations or the other sums of money payable by the contractor under the term of this contract may be deducted from his security deposit, or from any sums which may be due to or may become due to the contract by the NDMC on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction, the contractor shall within 10days make good in cash or fixed deposit receipt tendered by the State Bank of India or by schedule banks.

The security deposit shall be collected from the running bill of the contract or at the rate mentioned above and the earnest money if deposited in cash at the time of tender's bill be treated a part of the security deposit.

## **Clause 2 Compensation for delay**

If the contract 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 NDMC on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief 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/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

Compensation for delay of work @ 0.05% per day to be computed on per day basis of yearly contract value and 0.1% per day of contract value in case of major fault.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 5% of the Tendered Value of work or to the Tendered Value of the item or group of items of work which a separate period of completion is originally given.

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

## **Clause 2A(Deleted) Incentive for early completion**

~~In case, the contractor completes the work ahead of schedule completion time a bonus @ 1% (One Percent) of the tendered value per month computed on per day basis, shall be payable to the contractor subject to maximum limit of 5% (Five Percent) of the tendered value. The amount of bonus, if payable, shall be paid alongwith final bill after completion of work provided always that provision of clause 2A shall be applicable only when so provided in 'schedule F'~~

## **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 requirements of such notice for a period of seven days thereafter.

- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agreed to give to any person in NDMC service or to any other person on his behalf any gift or consideration of any kind as and inducement or reward for doing or for bearing to do or for having done or for born to do any act in relation to the obtaining or execution of this or any other contract for NDMC.
- (vi) If the contractors shall enter into a contract with NDMC in connection with which commission has been paid or agreed paid by him or to his knowledge, unless the particulars of any such commission and terms of payments thereof have been previously disclosed in writing to the Engineer in Charge.
- (vii) If the contractor shall contract a contract with NDMC as a result of wrong tendering or other non - bonafide method of competitive tendering.
- (viii) If the contractor being an individual, if a firm or any partner thereof shall at any time be adjudged insolvent or have a receiving order or order of administration of his estate made against him or shall take any proceeding for liquidation for composition (Other than A voluntary liquidation for the purpose of amalgamation for reconstruction) under any Insolvency Act for the time being enforce or make any conveyance or assignment of his effect or composition or arrangements for the benefits of his creditors or purport so to do if any application be made under in any solvency act for the time being in force for the sequestration of his estate or if a trust did be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass 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 the creditor shall be appointed or if circumstance shall arise which entitled the court or the creditor to appoint a receiver or a manager for which entitled a court to make a winding up order.
- (x) The contractor shall suffer and execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (Engagement of labour on piece work basis or of labour with material not to be incorporated in work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer,

sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer in Charge. When the contractor made himself liable for action under any of the cases aforesaid, the engineer in charge on behalf of NDMC shall have powers.

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

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

### **Clause 3A**

In case, the work cannot be started due to reasons not within the control of the contractors within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money deposit and Performance Guarantee of the contractors shall be refunded, but no payment on account of interest, loss of profit or damages etc shall be payable at all.

### **Clause 4**

#### **Contractor liable to pay compensation even if action not taken under clause 3**

If any case in which any of the power conferred upon the Engineer-in-Charge by Clause 3 hereof, shall have become exercisable and the same are not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power 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 direction 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 of 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, otherwise the Engineer-in-charge by notice in writing may order the contractor or his clerk of the works, foremen or other authorized agent to remove such tool plant materials or store from the premises (within a time to be

specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respect 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 entered in the tender 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 10<sup>th</sup> days 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, the NDMC shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee absolutely.

- 5.1 **The contractor shall submit a programme chart (time and progress) for each milestone along with performance guarantee** and get it approved by the Engineer-in-charge. The chart shall be prepared in direct relation to the time stated in the contract document for completion of item of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or 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 works, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone schedule 'A' given in Schedule 'A'.
- 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 trade employed on the worker
  - (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-charge in executing work not forming part of the contract, or
  - (vi) non-availability of stores, which are the responsibility of the NDMC to supply, or
  - (vii) non-availability or break down of tools and plant to be supplied or supplied by the NDMC or
  - (viii) any other cause which, in the absolute discretion of the competent authority on behalf of the NDMC 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 work.

- 5.3 Request for rescheduling of milestone and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event, causing delay on the prescribed form. The contractor may also if, practicable, indicate in such a request the period for which extension is desired.
- 5.4 In any such case, the competent authority on behalf of the NDMC may give a fair and reasonable extension of time and reschedule the milestones 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**

### **Measurement of work done**

Engineer-in-charge shall except as otherwise provided, ascertain and determine, by measurement, the value in accordance with the contract, of the work done.

All measurements 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 works performed under the contract.

All measurements and levels 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 measurement shall be signed and dated by the Engineer-in-charge and the contractor or their representative in token of their acceptance. If the contractor objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.

If or any reason the contractor or his authorized representative is not available and the work of recording measurement is suspended by the Engineer-in-charge or his representative, the Engineer-in-charge shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, the such measurement recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the contractor.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer in- charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract of specifications. The Engineer-in-charge or his authorized representative shall at all times have access to the works and to all workshop and places 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 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 forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of Measurements 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 day's notice to the Engineer-in-charge or his authorized representative incharge 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 the Engineer-in-charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-

charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-charge or his authorized representative may cause either themselves or through another officer of the NDMC 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 6 A**

##### **Computerized Measurement Book**

Engineer in Charge shall, accept all otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of computerized measurement book having pages of a size as per the format of the department so that complete record is obtain of all the items of works performed under the contract.

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

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

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

The contractor shall also submit to the department separately his computerized abstract of cost and the bill based on these measurements, duly bound, and its pages machine numbered alongwith two spare copies of the bill. Therefore, this bill will be process by the division office and allotted a number as per the computerized record in the same way as the done for the measurement book meant for measurements.

The contractors shall, without extra charge, provides all assistance with every appliance, labour and other things necessary for checking of measurement of levels by the Engineer in Charge or his representative.

Except where any general or detailed description of the work expressly show to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by specification, 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 standard is available than a mutually agreed method shall be followed.

The contractor shall give not less than seven day's notice to the Engineer in Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and / or test checking the measurement of any work in order that the same may be checked and / or test check and correct dimension thereof to be taken before the same is covered up or placed beyond the reach of checking and / or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer in Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven day's inspect the work, and if any work shall be covered up or placed beyond the reach of checking and / or of test checking measurement without such notice having being 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 officers of the department to check the measurement recorded by the contractor and all provision stipulated here in above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and / or test checking the measurements of any item of work in the measurement book and / or it payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any or measurement of 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 rupees 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 NDMC in triplicate on or before the date of every month fixed for the same by the Engineer-in-charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than half the average monthly value of contract, 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 contractor. Payment on account of amount admissible shall be made by the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-charge. The amount admissible shall be paid by

15th working day after of presentation of the bill by the contractor to the Engineer-in-charge together with the account of the material issued by the NDMC, or dismantled materials.

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 or re-erected. Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the NDMC 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 Assistant Engineer to the effect that the work has been completed upto the level in quest make interim advance payments without detailed measurements for work done (other than foundations and items to be covered under finishing items ) upto lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

**Clause 7 “A”**

**No running account bill shall be paid for the work till the applicable labour licensees, registration with EPFO, ESIC & BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.**

**Whether Clause 7A shall be applicable Yes/No.**

**CLAUSE 8**

**Completion Certificate and Completion Plans**

Within ten days of the completion of the work, the contractor shall give notice of such completion of 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 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, as decided by SE(E)/ACE shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed all defects of works and also removed\_all scaffolding, surplus materials, rubbish and all tents and sanitary arrangements required for his work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of the building, in, upon, or about which the work has been executed of which he may have had passion 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 this clause as to removal defects and scaffolding, surplus materials and rubbish and all tents 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 defects scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid. The decision of SE(E)/ Additional Chief Engineer shall be final and binding to contractor.

**CLAUSE 8 A****Contractor to keep site clean**

When the annual repairs and maintenance of work are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floors, 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 8 B****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) and (Part-II External) 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 may be fixed by the Superintending Engineer/ Additional Chief Engineer/concerned and in this respect the decision of the Superintending Engineer/Additional Chief 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 of 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. Payments 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, will, as far as possible be made within the period specified herein under, the period reckoned from the date of receipt of the bill by the Engineer-in-charge complete with account of materials issued by the NDMC and dismantled materials.

- (i) If the tendered value of work is upto Rs. 15 Lacs : 3 months.
- (ii) If the tendered value of work exceeds Rs. 15 Lacs : 6 months.

**CLAUSE 9A****Payment of contractor's bill to Banks**

Payment due to the contractor may, if so desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the Engineer-in-charge (1) an authorization in the form of a legally valid document such as a power-of-attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by the NDMC or his signature on the bill or other claim preferred against the NDMC before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, to the contractor shall wherever possible present his bills duly receipted and discharged through his bankers. Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the NDMC.

## **CLAUSE 10**

### **Materials supplied by NDMC**

Materials which the NDMC will supply are shown in Schedule of Materials given herein after which stipulated quantity, place of issue and issue rate 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 finalize the programme 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 of 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 programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials 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 thereafter 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.

Stipulated materials shall be issued for use at site on work, for all the items where such materials are required. For factory made products like pre-cast cement tiles, pre-cast hollow concrete blocks, pre-cast foam concrete blocks, pre-cast RCC pipes, MS grills, railings, etc. stipulated materials shall not be issued.

The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statement 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 (whole 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, all stores/materials so supplied to the contractor or procured with the assistance of the NDMC shall remain the absolute property of the NDMC 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 or his authorized representative. Any such stores/materials remaining unused shall be returned to the Engineer-in-charge in as good a condition in which they were originally supplied at a place directed by him, at place of issue or any other place specified 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 not used by him or for any wastage in or damage to 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 element of storage charges. 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 licences or permit and/or for criminal breach of trust be liable to the NDMC for all advantages of profits resulting or which in the usual course

would have resulted to him by reason of such breach. Provided that the 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 NDMC within the original scheduled time for completion of the work plus 50% thereof or scheduled 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 materials and stores 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 competent authority on behalf of the NDMC whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material 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 10 A**

##### **Materials to be provided by the contractor**

The contractor shall, at his own expense, provide all materials, required for the work other than those which are stipulated to be supplied by the NDMC.

The contractor shall, at his own expense and without delay, supply to the Engineer-in-charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the 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 his 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 results 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 samples 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 taken on account of and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer in-charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-charge or his authorized representative shall at all times have access to the works and to all workshops and places 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.

Wherever testing charges, for getting the samples of materials/goods/articles tested in the testing laboratory approved by the Engineer-in-charge, are required to be borne by the NDMC as per specifications and conditions of contract, the testing charges shall be initially paid by the contractor and the amount so paid shall be reimbursed to the contractor in the running bills on receipt of test reports and submission of original cash receipt issued by such laboratory. But in case of failure of sample the testing charges shall be borne by the contractor.

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 shall also have full powers to require other proper materials to be substituted therefore and in case of default 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 10. B (Deleted)**  
**Secured Advanced on non-perishable materials**

~~(i) The contractor, on signing as 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 upto 75% of the assessed value of any materials 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 of but which have not at the time of advance been incorporated in the work. When material on account of which an 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 this clause of clauses of this contract.~~

~~Such secure advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer in charge provided the contract 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 contract 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 10% of tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more instalments to be determined by the Engineer-in-charge at his absolute discretion. The first instalment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-charge in this behalf. The second and subsequent instalments shall be released by the Engineer-in-charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalment to the entire satisfaction of the Engineer-in-charge. Before any instalment of advance is released, the contractor shall execute a Bank Guarantee Bond from scheduled bank for the amount of advance and valid for the contract period. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.

Provided always that provision of Clause 10B (ii) shall be applicable only when so provided in 'Schedule F'.



## **Plant & Machinery and shuttering material Advance**

- (iii) An advance for plant, machinery and shuttering material 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 opinion 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% of tendered value, 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 the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plant 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 and equipment of a value less than Rs. 50,000/-, 75% of such amount of advance shall be paid after the plant & equipment is brought to site and balance 25% on successfully commissioning the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following

1. Leasing company which gives certificate of agreeing of lease equipment to the contractor
2. Engineer-in-Charge
3. Contractor

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 NDMC as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from 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 from 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 amount not recovered from the insurer will be borne by the contractor.

### **Interest and recovery**

- (iv) The Mobilization advance and plant and machinery advance and in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by deduction from the contractor's bill commencing after first ten percent of gross value of the work is executed and paid and pro-rata percentage basic to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto the date of recovery of the installment.
- (v) If the circumstances are considered reasonable by the Engineer-in-Charge the period mentioned in (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 to complete recovery together with interest

**CLAUSE 10 C (Deleted)****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 work (excluding the materials covered under 10CA and not being a material supplied from the NDMC stores in accordance with Clause 10 hereof) and/or wages of labour increases as a direct result of the coming in to force of any fresh law, or statutory rule or order (but not due to any charge in sales tax/VAT) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2, the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.~~

~~If after submission of the tender, the price of any material incorporated in the work (excluding the materials covered under Clause 10CA and not being a material supplied from the NDMC stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased 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 / VAT) Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being materials supplied from the NDMC 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 material and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extension if any for the work and the prices of materials and/or wages of labour on the coming in to force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2.~~

~~Engineer in Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.~~

~~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.~~

~~For this purpose, the labour component of the work executed during any period shall be the percentage as specified in Schedule F, of the value of work done during that period and increase/decrease in labour shall be considered on the minimum daily wages in Rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.~~

**CLAUSE 10 CA (Deleted)****Payment due to Variation in prices of materials after receipt of tender.**

~~If after submission of the tender, the price of material specified in schedule "F" increases / decreases beyond the price(s) prevailing at the time of the last stipulated date of receipt of tenders (Including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of contract including the justified period extended under the provision of clause 5 of the contract without any action under clause 2.~~

~~However for work done during the justified period extended as above, it will be limited to 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 Prices Indices issued by the Chief Engineer (Civil), NDMC. For other items provided in Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement, steel reinforcement and structural steel as issued under the authority of Chief Engineer (Civil), NDMC as indicated in Schedule 'F' as valid on the last stipulated date of receipt of tender, including extensions if any and for the period under consideration, in case, price index of a particular material is not issued by the Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.~~

~~The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material :-~~

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

~~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 the authority of Chief Engineer (Civil), NDMC as indicated in Schedule 'F' valid at the time of the last stipulated date of receipt of tender including extensions, if any,~~

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

~~CI= Price Index for cement, steel reinforcement bars and structural steel as issued by the Chief Engineer (Civil), NDMC as valid on the last stipulated date of receipt of tenders including extensions, if any. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.~~

~~CI = Price Index for cement, steel reinforcement bars and structural steel as issued under the authority of Chief Engineer (Civil), NDMC 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 any action under clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.~~

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

~~(ii) If during progress of work or at 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.~~

**CLAUSE 10 CC (Deleted)****Payment due to increase/decrease Prices/Wages after receipt of tender for works.**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Department in accordance with Clauses 10 or 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period for completion is equal to or less than the time as specified in Schedule 'F'. Such compensation for escalation in the price of materials and labour, when due, shall be worked out based on the following provisions:-

- (i) ~~The base data for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any,~~
- (ii) ~~The cost of work on which the escalation will be payable shall be reckoned as below:~~

~~Gross value of work done upto this quarter : (A)~~

~~a) Gross value of work done upto the last quarter : (B)~~

~~b) Gross value of work done since previous quarter (A-B) : (C)~~

~~c) Full assessed value of Secured Advance fresh paid in this Quarter : (D)~~

~~d) Full assessed value of Secured Advance recovered in this quarter : (E)~~

~~e) Full assessed value of Secured Advance for which escalation is Payable in this quarter (D-E) : (F)~~

~~f) Advance payment made during this quarter : (G)~~

~~g) Advance payment recovered during this quarter : (H)~~

~~h) Advance payment for which escalation is payable in this quarter (G-H) : (I)~~

~~i) Extra item paid as per Clause 12 based on prevailing market rates during this quarter : (J)~~

~~Then  $Q = C + F + I + J$~~

~~$R = 0.85M$~~

~~j) Less cost of material supplied by the Department as per Clause 10 and recovered during the quarter : (K)~~

~~k) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter : (L)~~

~~l) Less cost of Cement — Quantity of cement brought at site for bonafide use in the work during the quarter X Base Price of Cement : (M)~~

~~m) Less cost of reinforcement bars — Quantity of reinforcement bars brought at site for bonafide use in the work during the quarter X Base Price of reinforcement bars : (N)~~

~~n) Less cost of structural steel — Quantity of structural steel brought at site for bonafide use in the work during the quarter X Base Price of Structural Steel : (O)~~

~~e) Less cost of other material covered under clause 10 CA — Quantity of such Material/Materials brought at site for bonafide use in the work during the quarter covered under clause 10CA X Base Price of such Material/Materials : (P)~~

~~Cost of work for which escalation is application: (W)~~

~~$W = R - (K + L) - (M + N + O + P)$~~

- (iii) ~~Components for materials (except cement, reinforcement bars, structural steel or others materials covered under Clause 10 CA), Labour P.O.L. etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'E'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.~~
- (iv) ~~The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) and P.O.L shall be worked as per the formula given below:-~~
- (a) ~~Deleted~~
- (b) ~~Deleted~~
- (c) ~~Adjustment for civil component (except cement, Structural steel, reinforcement bars and other materials covered under clause 10CA) / electrical component of construction 'Materials'~~

$$V_m = \frac{W \times X_m \times \frac{MI - M_{10}}{100}}{M_{10}}$$

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

$W$  = Cost of work done worked out as indicated in sub para (ii) of Clause 10CC.

$X_m$  = Component of 'materials' (except cement, Structural steel, reinforcement bars and other materials covered under clause 10CA)

expressed as percent of the total value of work.

$MI$  = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for individual Commodities/Group items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weight ages to the individual Commodities/ Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, which ever is less shall be considered).

$M_{10}$  = All India Wholesale Price Index for civil component/electrical component \* of construction material as worked out on the basis of All India Wholesale Price Index for individual Commodities/Group items valid on the last stipulated date of receipt of tender, including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the individual Commodities/Group items.

\*Note : relevant component only will be applicable.

- (d) ~~Adjustment for component of 'POL'.....tender including extension, if any.~~
- (v) ~~The following principles..... falling within that period.~~
- (vi) ~~The component for escalation .....receipt of tender including extension, if any.~~
- (vii) ~~The following principles.....on the labour component.~~
- (viii) ~~In the event of the price .....binding on the contractor.~~
- (ix) ~~Provided always that :-~~

(a) ~~Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.~~

(b) ~~Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.~~

**CLAUSE 10 D**  
**Dismantled Material-NDMC Property**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as NDMC property and such materials shall be disposed off to the best advantage of the NDMC according to the instructions 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 workman like manner both as regards materials and otherwise in every respect in strict accordance with Central Public Works Department Specifications 1996 Vol. I to VI with amendments thereto, issued upto the date of receipt of the tender. 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 or in any Bureau of Indian Standard or any other published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract. The contractor shall comply with the provisions of the contract and with 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 in so far 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 alterations in, omissions from, additions to, or substitutions for 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 work 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 work in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omission, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the work, 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 The time for completion of the work 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.

**Deviation, Extra items and pricing**  
**12.2 A) For Project & Original Work**

In the case of extra items (s) the contractor may be within fifteen days of receipt of order of occurrence of the item(s) claim rates, supported by proper analysis, for the work and Engineer-in-Charge shall within one month of the receipt of the claim 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 the contractor shall be paid in accordance with the rates so determined.

## 12.2 B) Deviation, Substituted Items, Pricing

In the case of substitute items, the rate for the agreement items (to be substituted) and substituted item shall also be determined in the manner as follows;

- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates for substituted item and the agreement item (to be substituted).
- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

## C) Deviation, Deviated Quantities, Pricing

In the case of contract items substituted items, contract cum substituted item which exceed the percentage set out in the tender documents (referred to as deviation limit), 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 the Engineer-in-Charge shall within one month of receipt of the claim 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 the contractor shall be paid in accordance with the rates so determined. **(Deviations in quantities of individual items up to  $\pm 25\%$  of agreement quantity will no need any prior approval of TS authority and sanction of deviations is also not required).**

- 12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the percentage set out in the tender documents (referred to as deviation limit), and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him with in fifteen days of the receipt of the notice, revise the rates for the work in question within one months of the expiry of the said period fifteen days having regard to the market rates.
- 12.4 The contractor shall send to the Engineer-in-Charge once every three months an upto date account giving complete details of all claim for additional payments to which the contractor may consider himself entitled and all of additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right However, the Chief Engineer may authorize consideration of such claims on merits.
- 12.5 For the purpose of operation of Clause 12.2 & 12.3, the following works shall be treated as works relating to foundations for which deviation limits shall be 100 per cent.
  - i) For buildings, compound walls; plinth level or 1.2 meters above ground level whichever is lower excluding items of flooring and D.P.C but including base concrete below the floors
  - ii) For abutment, piers, retaining walls of culverts and bridges, walls of water reservoirs; the be door floor level.
  - iii) For retaining walls where floor level is not determinate; 1.2 meters above the average ground level or bed level.
  - iv) For roads; all items of excavation and filling including treatment of sub-base.
  - v) For water supply lines, sewer lines, underground storm water drains and similar works; all items of work below ground level except items of pipe work, masonry work.

- vi) For open storm water drains; all items of work except lining of drains.
- 12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer white filling 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 said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

### **CLAUSE 13**

#### **Fore closure of contract due to abandonment or reduction in scope of work.**

If at any time after acceptance of the tender the NDMC shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor 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 for enclosure.

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage tanks.
- ii) The NDMC shall have the option to take over contractor's materials or any part thereof either brought to site or which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, the NDMC shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by the NDMC, 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 materials whilst in the custody of the contractor.
- iii) If any materials supplied by the NDMC are rendered surplus, the same except normal wastage shall be returned by the contractor to the NDMC at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition cost of transporting such materials from site to the NDMC stores, if so required by the NDMC, shall be paid.
- iv) Reasonable compensation for transfer for 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 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 NDMC as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tools, plants and materials and any other sums which at



the date of termination were recoverable by the NDMC 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 continue to do so after a notice in writing of 7 days from the Engineer-in-charge; or
- ii) commits default to complying with any of the terms and conditions and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge; or
- iii) fails to complete the works or items of work with individual dates 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 the NDMC service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the NDMC; or
- v) shall enter into a contract with the NDMC in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge; or
- vi) shall obtain a contract with the NDMC as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- vii) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- viii) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manger; or
- ix) shall suffer an execution being levied on his goods and allow it to be continue 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 be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-charge. ;
- xi) The NDMC may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to the NDMC, by a notice in writing cancel the contract as a whole or only such items of work in default from the contract. The Engineer-in-charge shall on such cancellation by the NDMC have powers to take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or carry out the incomplete work by any means at the risk and cost of the contractor.
- xii) 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 in case the works or part of the works is not to be completed, the loss or damage suffered by the NDMC. 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.
- xiii) Any excess expenditure incurred or to be incurred by the NDMC in completing the works or part of the works or the excess loss or damages suffered or may be

suffered by the NDMC as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the NDMC in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

- xiv) If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in charge shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings, 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.
- xv) Any sums in excess of the amounts due to the NDMC and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the NDMC 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 benefits 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 or any part thereof for such time and in such manner as the Engineer-in charge may consider necessary so as to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons :
  - a) on account of any default on the part of the contractor; or
  - b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
  - c) for safety of the works or part thereof.

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

- II. If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
  - a) the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%, for completion of the item or group of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and ;
  - b) If the total period of all such suspensions in respect of an item or group of items of 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 idle 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 reasons (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on 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 works as an omission of such part by the NDMC or where it affects whole of the works, as an

abandonment of the works by the NDMC, 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 the NDMC, 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 idle 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 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from the NDMC for the loss suffered by him on account of delay by the NDMC in the supply of materials 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 NDMC.

#### **CLAUSE 16**

##### **Action in case work not done as per specifications.**

All works under or in course of executed 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 NDMC and of 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 and instructions or have a responsible agent duly accredited in writing, present for that purpose. 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 Chief Engineer-in-charge of Quality Control or his subordinate officers or to the Chief Technical Examiner or his subordinate officers, that nay 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 event of his 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 Chief Engineer 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 incidental items rectified, or removed 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, 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 of it is being executed, or if any damage shall happen to the work while in progress, from any work or any part of it 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 (6months in the case of work other than road work costing Rs. 10 lacs 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 defects 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 may cause the same to be made good by the 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 (6 months in the case of work other than road work costing Rs. 10 Lacs 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 if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all liabilities of the contractor under his contract, half of the security deposit will be refundable after six bill has been prepared and passed whichever is later.

**CLAUSE 18****Contractor to supply tools and 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 NDMC 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 specifications 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 requirement of the Engineer-in-charge as any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled 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 material, necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time 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.

**CLAUSE 18 A****Recovery of compensation paid to workman**

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

**CLAUSE 18 B****Ensuring payment and amenities to workers if contractor fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the NDMC is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said act and the rules under clause 19 H or under Contractor's Labour Regulations, or under the Rules framed from time to time for the protection of contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the NDMC under sub-section (2) of section 20 and sub-section (4) of section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, the NDMC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the NDMC to the contractor whether under this contract or otherwise. The NDMC shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the said Act, except on the written request of the contractor and upon his giving to the NDMC full security for all costs for which the NDMC 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 and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid licence until the completion of the work. **The contractor shall also comply with provisions of the interstate migrant workmen (Regulation of employment and condition of service) Act 1979.** The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

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 19 A**

No labourer below the age of eighteen years shall be employed of the work.

**CLAUSE 19 B****Fair Wage Clause : Payment of Wages:-**

- a) **The contractor shall pay to labour employed by him directly, wages not less than fair wages as defined in the Contractor's Labour Regulation 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 through Bank or ECS or on line transfer to his Bank Account. All wages shall be paid through Bank or ECS or online transfer. It shall be duty of the contractor to ensure the disbursement of wages through bank account of labour.**

**The contractor shall obtain from the Junior Engineer or any other authorize representative of the Engineer-in-Charge as the case may be a certificate under his signature at the end of the entries in the "register of wages" or the "wage cum muster roll" as the case may be in the following form:-**

**"Certified that the amount shown in column No.....has been paid to the workman concerned through bank account of labour on.....at....."**

**The filled units may also pursue with contractor of the existing contract to make payment to the labour by contractor through bank or ECS or online transfer also.**

**Labour employed by the contractor has obtained smart of ESI which is essential for imparting medical facility to labour.**

- b) 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 subcontractors in connection with the said work, as if the labour had been immediately employed by him.
- c) 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 Contractor's Labour Regulation 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, publication 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.
- d) The Engineer-in-charge shall have the right to deduct from the moneys 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 the terms of the contract or non-observance of the regulations.

Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on 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.

- e) 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 Contract Labour (Regulation and Abolition) Act, 1970 or the modification thereof or any other laws relating thereto and the rules made there under from time to time.
- f) The contractor shall indemnify and keep indemnified the NDMC against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- g) 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.
- h) Whatever is the minimum wage for the time being, or if the wages 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.
- i) 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 19 C**

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 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 arrangements 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 arrangements and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

**CLAUSE 19 D**

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 extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to clause 19F and the amount paid to them

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

**CLAUSE 19 E**

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 or cause to be complied with all the rules framed by the NDMC from time to time for the protection of health and sanitary arrangements for workers employed by the contractor.

**CLAUSE 19 F**

Leave and pay during leave shall be regulated as follows:

- a) Leave :**
  - (i) In case of delivery, maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
  - (ii) In case of miscarriage: - upto 3 weeks from the date of miscarriage.
- b) Pay :-**
  - (i) In case of delivery: - leave pay during maternity leave will be at the rate of woman's average daily earnings, 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 on which she gives notice that she expects to be confined or at the rate of Rupees one only per day whichever is greater.
  - (ii) In case of miscarriage :- leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.
- c) 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 6 months immediately preceding the date on which she proceeds on leave.
- d) The contractor shall maintain a register of maternity benefit in the following form and the same shall be kept at the place of work.**

## CLAUSE 19 G

In the event of the contractor committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the works 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 shall, without prejudice to any other liability, pay to the NDMC a sum not exceeding Rs. 200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor 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 5percent 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 contractor is not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for work people employed by the contractor (hereinafter referred to as "the said rules") and the provisions of the Contract Labour (Regulation and Abolition Act, 1970 and the Contract Labour (R and A) Central Rules, 1971, the Engineer-in-charge shall have power to give notice in writing to the contractor requiring that the said rules be complied with and the amenities prescribed therein be provided to the workpeople within a reasonable time to be specified in the notice. If the contractor shall fail within the period specified in the notice to comply with and observe the said rules and to provide the amenities to the work people as aforesaid, The Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor.

The contractor shall erect, make and maintain at his own expense and according to approved standards all necessary tents and sanitary arrangements required for his work-people on the site in connection with 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 requiring that the said tents and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor shall fail to remodel or reconstruct such tents and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-charge shall have the power to remodel and reconstruct such tents and sanitary arrangements according to approved standards at the cost of contractor.

## CLAUSE 19 H (Deleted)

~~The contractor shall at his own cost provide his labour with sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-charge.~~

~~(i) (a) The minimum height of each hut at the eaves level shall be 2.10m and floor area to be provided will be at the rate of 2.70 sq.m. for each member of the worker's family staying with the labourer.~~

~~(b) The contractor shall in addition construct suitable cooking places having a minimum area of 1.80 m.~~

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

~~(d) The contractor 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 suitable screened.~~

~~(ii) (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 sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be katcha but plastered with mud gobi and shall be at least 15 cm. 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 s hall ensure that throughout the period of their occupation the roofs remain water tight.~~

~~(b) The contractor 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 7.20 m between the rows of huts which may be reduced to 6.0 m according to the availability of site with the approval of the Engineer-in-charge. Back to back construction will be allowed.~~
- ~~(iii) Water Supply :- The contractor shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 10 litres of pure and wholesome water per head day for drinking purposes and 15 litres of clean water per head per day for bathing and washing purpose. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry shall be provided. The contractor shall also at his own cost make arrangements for laying pipe lines for water supply to his labour camp from the existing main wherever available, and shall pay all fees and charges therefore.~~
- ~~(iv) The site selected for the camp shall be high ground, removed from jungle.~~
- ~~(v) Disposal of excreta:- The contractor 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 shall make arrangements for the removal of the excreta through the Municipal Authority and inform it about the number of labourers employed so that arrangements may be made by such 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 Authority. The contractor shall provide one sweeper for every eight seats in case of dry system.~~
- ~~(vi) Drainage :- The contractor shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.~~
- ~~(vii) The contractor shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.~~
- ~~(viii) Sanitation :- The contractor shall make arrangements for conservance and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.~~

## **CLAUSE 19 I**

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

## **CLAUSE 19 J**

It shall be the responsibility of the contractor to see that building under construction is not occupied by any body unauthorized during construction, and is handed over to the Engineer-in-charge with vacant possession of complete building. If such building though completed, is occupied illegally, then the Engineer-in-charge shall have the option to refuse to accept the said building/buildings in that position, any delay in acceptance on this account will be by the treated as delay in completion and for such delay a levy upto 5% of the tendered value of work may be imposed by the Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Chief Engineer may require the contractor through a notice 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, 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 from time to time.

## **CLAUSE 21**

**Work not 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 this contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or 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 agents or agents to any public officer or person in the employ of the NDMC in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge on behalf of the NDMC shall have power to adopt any of the courses specified in Clause 3 in best suited to the interest of the NDMC and in the event of any such courses being adopted the consequences specified in the said Clause 3 shall ensue.

**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 the NDMC 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 a 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 a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work 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**

**Work to be under direction of Engineer-in-charge**

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 disputed & Arbitration**

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

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

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions

or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desired, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairperson, NDMC for appointment of arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of sub-para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairperson, NDMC or if there be no Chairperson, the administrative head of the NDMC. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal. It is also a term of this contract that no person other than a person appointed by the Chairperson or the administrative head of the NDMC, as aforesaid should act as arbitrator in respect of any claim in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the NDMC shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract the arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Notwithstanding anything contained in this contract, the parties shall not be entitled to invoke reference of dispute to the arbitration after acceptance of the final payment until it is so recorded on the bill that the same was being received under protest.

The decision of Chief Engineer regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided to be accepted will be final and would not be open to arbitration.

**CLAUSE 26****Contractor to indemnify the NDMC against Patent Rights**

The contractor shall fully indemnify and keep and indemnified the N.D.M.C against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties, which may 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 the NDMC in respect of any such matters as aforesaid, the contract 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 be liable to indemnify the N.D.M.C, if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-charge in this behalf.

**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 contractors shall be entitled to payment in respect of the items of 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 capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum 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 are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

**CLAUSE 29****With holding and lien in respect of sums de from contractor.**

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 NDMC 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 or the N.D.M.C, 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 adjudication 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 or the N.D.M.C 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 or the N.D.M.C. or any contracting person through the Engineerin- charge pending finalization or adjudication of 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 or N.D.M.C will be kept withheld or retained as such by the Engineer-in-charge or N.D.M.C till the claim arising out of or under the contract is determined by the arbitrator(if the contract is

governed by the arbitration clause) or 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 form or a limited company, the Engineer-in-charge or the N.D.M.C 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.

The N.D.M.C shall have the right to cause an audit and technical examination of the works and final bill 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 overpayment and it shall be lawful for the N.D.M.C to recover the same from him in the manner prescribed in sub-clause (1) 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 the N.D.M.C to the contractor, without any interest thereon whatsoever.

#### **CLAUSE 29 A**

##### **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 NDMC or any other contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-charge or NDMC or such other person or persons in respect of payment of a sum of money arising out of or under or any other contract made by the contractor with Engineer-in-charge of the NDMC or with such other person or persons.

It is agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-charge or the N.D.M.C will be kept withheld or retained as such by the Engineer-in-charge or the NDMC 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 damages 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)**

##### **Employment of coal mining or controlled area labour not permissible**

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted

Where ceiling price for imported labour has been fixed by State or Regional Labour Committee not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-charge being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to NDMC a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation:- Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

### **CLAUSE 31**

#### **Unfiltered water supply**

This will be subject to the following conditions regarding water supply:-

- (i) That the water used by the contractor 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 if the arrangements made by the contractor for procurement of water are in the opinion of the Engineer-in-charge unsatisfactory.

### **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 NDMC 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 damages and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-charge shall be the final authority to determine the cost 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 the NDMC land for taking water for construction purposes only after he has got permission of the Engineer-in-charge in writing. No charges shall be recovered from the 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 the wells and shall restore the ground to its original conditions after the wells are dismantled on completion of the 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 the NDMC either by issue from the NDMC stores or purchase made under orders or permits or licences issued by the NDMC or Govt. 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 NDMC and return, if required by the Engineer-in-charge, all surplus or serviceable materials that may be left with him after the 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 conditions 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 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 action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to the NDMC for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

### **CLAUSE 34**

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

- i. The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the NDMC over and above the T&P stipulated for issue, the NDMC 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 hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.
- ii. The 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.
- iii. 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 for which 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.
- iv. 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.
- v. 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 cause 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.
- vi. The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.
- vii. Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved 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.
- viii. 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 charges ( $1/8^{\text{th}}$  of the daily charges) subject to a minimum of half day's normal charges on any particular day.

- For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
- ix. 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.
  - x. The plant and machinery once issued to the contractor shall not be returned by him on account of lack of 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.
  - xi. 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 authorized 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.
  - xii. 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 statement given herein after.
  - xiii. 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.
  - xiv. 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(xii). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.
  - xv. 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 Government plant & machinery in question have, in fact, remained idle with the contractor because of the suspension.
  - xvi. In the event of the contractor not requiring any item of plant and machinery issued by NDMC though 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 likes including hiring out to a third party.
  - xvii. The N.D.M.C. give no guarantee in respect of output of its T&P hired to the contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of N.D.M.C.'s T&P was not to the contractors expectations.

#### **CLAUSE 35 (Deleted)**

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

- ~~(i) The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.~~
- ~~(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the asphaltic work 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 returned to the contractor. Although the materials are hypothecated to the N.D.M.C., 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.~~

## **Clause 36**

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

Contractors Superintendence Supervision, Technical Staff & Employee

- (i) The contractor shall provide all necessary superintendence during execution of the work and all 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, intimate in writing to the Engineer-in-charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) 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(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-charge and / or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) 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 checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are 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(s) **(in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him)** along with every on account bill/ final bill and shall produce evidence if at 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 fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled 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.

### **CLAUSE 37**

#### **Levy/Taxes payable by Contractor**

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and NDMC shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor. **The applicable and eligible service tax shall be reimburse preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.**
- (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 NDMC and does not any time become payable by the contractor to the State Government, 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 NDMC and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.
- (iv) ESI and EPF contributions on the part of the employer in respect of this contract shall be payable by the contractor **The contributions on the part of employer paid by the contractor shall be reimbursed by the Engineer-in-Charge to the contractor on actual basis. The applicable and eligible amount of EPF & ESI shall be reimburse preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order..**

### **CLAUSE 38**

#### **Conditions for reimbursement of levy/taxes if levied after receipt of tenders**

- (i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess 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/cess, the contractor shall be reimbursement the amount so paid, provided such payments, if any, is not, in the opinion of the Additional Chief Engineer/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. The service tax will be reimbursed to contractor on submission of original deposit receipt claim/bill.

- (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 NDMC and/or the Engineer-in-charge and shall also furnish such other information/document 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 or cess, 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.

### **CLAUSE 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 NDMC shall have the option of terminating the contract without compensation to the contractor.

### **CLAUSE 40**

#### **If relative working in NDMC then the contractor not allowed to tender**

The contractor shall not be permitted to tender for works in the NDMC circle (Division in case of contractors of Horticulture/Nursery categories) responsible for award and 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 Chief Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the NDMC. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in NDMC for any breach of this condition.

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.

### **CLAUSE 41**

#### **No Engineer to work as Contractor within one year of retirement**

No engineer or other officer employed in NDMC shall work as a contractor or employee of a contractor for a period of one year after his retirement from NDMC service without the previous permission of NDMC 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 NDMC as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

### **CLAUSE 42**

#### **Return of material & recovery for excess material used**

- 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 NDMC 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 lappages, 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 material as per actual requirements.
- ii. Over the theoretical quantities of materials so computed a variation shall be allowed as specified in 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 double the SIR/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 Additional Chief Engineer/Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
  - iii. The said action under this clause is without prejudice to the right of the NDMC to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

#### **CLAUSE 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 damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for 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 upto 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 Engineer-in-charge upto Rs.5,000/- and by the NDMC for a higher amount. The contractor shall be paid for the damages/destruction suffered and for 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 consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid 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 Engineer-in-charge.

**CLAUSE 44**

**Apprentices Act provisions to be complied 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 failure will be a breach of the 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 apply 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.

NOTE:-In case of difference or ambiguity in Hindi and English version, the English version will prevail.

**SCHEDULE OF MATERIALS TO BE SUPPLIED BY N.D.M.C UNDER CLAUSE 10 OF  
THE CONDITIONS OF CONTRACT**

<b>S. no.</b>	<b>Description of material</b>	<b>Approx. Qty.</b>	<b>Issue rate (Inclusive of 2% storage charges) at which materials will be issued</b>	<b>Units in words</b>	<b>Place of delivery</b>
					<b>NDMC store free of cost</b>

Contractor

Engineer-in-charge

## Schedule 'A'

(As referred to in Clause 2)

Table of Milestone (s)

S.No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1			
2			

Or

S.No.	Financial Progress	Time allowed (from date of start)	Amount to be withheld in case of non achievement of milestone
1	1/8 <sup>th</sup> of the whole work	1/4 <sup>th</sup> of the whole work	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.
2	3/8 <sup>th</sup> of the whole work	1/2 <sup>th</sup> of the whole work	
3	3/4 <sup>th</sup> of the whole work	3/4 <sup>th</sup> of the whole work	
4	Full	Full	

**SCHEDULE OF DEVIATION SHEET**

(The tenderer should mention deviation, if any, in this sheet only. In case nothing is mentioned on this Deviation Sheet, the offer will be presumed as terms, conditions & specifications of NIT.)

**SIGNATURE OF TENDERER**



**GENERAL CONDITIONS:**

- (i) The contractor must have their local office with a telephone facility for receiving complaints and also to submit the list of the staff to engaged to the engineer in charge before the start of work.
- (ii) The contractor must have their own workshop for repairs and testing of all such types of jobs as listed in the schedule of quantities.
- (iii) Only the authorized representative of the contractor shall be allowed to work and no part of the contract shall be further sublet to any of the sub-contractor without the specific approval of the Engineer-in-Charge.
- (iv) The contractor shall keep the site of the work absolutely clean and to the satisfaction of the Engineer-in-Charge.
- (v) The tenderer shall make his own arrangement for storage watch and ward of his materials and other items whatsoever and the NDMC shall not provide/assist in this regard. Only works those are actually measured shall be accepted.
- (vi) The contractor shall hand over the work done in perfect conditions after repairs/execution in case the contractor fails to do so within a reasonable time the NDMC reserves its right to get the jobs done from other agency at the risk and cost of the contractor and decision of the NDMC in that case shall be final and binding on the contractor.
- (vii) The contractor will do the work in close co-ordination to avoid any inconvenience to the resident/occupant/other contractors.
- (viii) The contractor shall not be permitted to tender for works if his near relative is posted as a Divisional Accountant or an officer in an capacity between the grades of CE(E) and JE(E) in the NDMC.
- (ix) No Engineer or other officer employed in NDMC is allowed to work as a contractor for a period of one year of his retirement from NDMC services without the previous permission of NDMC.
- (x) Work to be executed in accordance with specifications, drawing, orders etc:- The contractor shall execute the whole and everypart of the work in the most substantial and workman like manner and both has 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 specifications and of all such designs, drawings and instructions as are not included in the Central Public Works Department Manual Volume I & II with up-to-date correction slips or any other printed publication of General Specifications of IEI-2005 referred to else where in the contract.
- (xi) Free electricity and water will be supplied for execution of work at site.
- (xii) Any other work not in the scope of work but is required to be carried out as per the normal practice is to done within the quoted rates.

**EXECUTIVE ENGINEER (E)CCTV**

### **Technical and Commercial terms and conditions:-**

1. The contractor must visit the site before quoting and the rates should be inclusive of all types of taxes etc.
2. The contractor must give the offer for comprehensive maintenance of complete CCTV cameras installed in NDMC area (**Details of inventory as per annexure "A" )** services as per the terms and conditions of work for yearly upto three years from the date of taking over the sites.
3. The CCTV inventory in NDMC area should be checked regularly and services as per the Preventive maintenance schedule.
4. The contractor shall be fully responsible for smooth functioning of CCTV inventory in NDMC area and any other work required to make the CCTV inventory fit for operation and shall have to be carried by the contractor within the quoted rates.
5. Minimum of one qualified engineer to be stations from 9AM to 5.30 PM on all working days at NDMC area/ CCTV control room and shall report to the Engineer –in-Charge or his authorized representative. Additional staffs as per site requirement have to depute in case of fault/non functional CCTV inventory of any reasons.
6. The work should be done strictly as per specification /Annual comprehensive maintenance terms and conditions of work.
7. Old material wherever replaced with new shall be retained by the contractor during the maintenance contract.
8. The contractor shall provide all necessary spare parts and T & P required for maintenance of CCTV installed in the NDMC area.
9. The NDMC shall not be responsible for any financial loss or any injury of major/minor accident with company's staff deputed for the work under the contract.
10. Free electricity and water will be provided by NDMC for servicing, repairing and testing etc. of CCTV inventory in NDMC area.
11. The contractor shall be liable to make good the damage caused to property machinery of NDMC during the maintenance of CCTV work.
12. Contractor shall maintain the maintenance book/ servicing book in triplicate copy in which the entries should be made after carrying out routine maintenance/ maintenance.
13. Payment:- The contractor will be paid maintenance charges on quarterly basis after rendering satisfactory service and submission of fortnightly report, without the report pro-rata deduction will be made for the period from the bill.
14. The firm will have to deposit 5% as performance guarantee of the awarded amount on award of work in the form of cash deposit in NDMC Treasury or bank guarantee for a period of 3 year.
15. Contractor will use ISI marker material at site and Engineer-in-charge at site is at liberty to see the bill and other documentary proof.
16. Security of Rs. @ 2.5% shall be deducted from the bill which is refundable after three year from date of completion of work.
17. Quarterly payment against comprehensive AMC shall be paid after every quarter on submission of bills in triplicate by the firm.
18. No advance payment shall be made on account of works carried out under comprehensive AMC.
19. Taxes and Duties shall be levied as applicable time to time.
20. Nothing extra shall be paid to the contractor on account of cartage/handling charges etc. for components/equipment/card/item etc required for the maintenance for the CCTV surveillance system covered in the scope of comprehensive AMC.

### **Special Terms & Conditions:**

- (i) The contractor shall get the material approved from the Engineer-in-Charge or his representative before the start of the work.
- (ii) The contractor shall give the name of his representative to receive instruction from the site In charge or any Senior Officer on the site visit.
- (iii) The contractor shall inform AE/JE of the concerned area in charge before start of the work everyday.
- (iv) The NDMC shall not be responsible for any injury caused to work men or any body on the work site or any public property while the work is in progress and any medical aid required will be on the part of the contractor.

- (v) The firm has to visit the site before quoting the CAMC rates and the firm is bound to take over each and every equipment on "AS IS WHEREAS CONDITION" and has to maintain it further. If any equipment requires any repairing work the firm will be bound to do the same.

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**ANNEXRE "A"**

**Name of Work:- Annual Comprehensive Maintenance of CCTV Cameras installed in NDMC area.**

**(LIST of CCTV Cameras installed in NDMC area.)**

S. No.	Location of site	Location of CCTV control room	Types of CCTV camera's				Make of CCTV cameras	Specification		
			PTZ	Dome	Bullet	Total Cameras		PTZ	Dome	Bullet
1.	Palika Bazar, NDMC	Palika Parking ground floor	3	17	3	23	BOSCH	HD IP cameras and CCTV System		
2.	Palika Parking, NDMC	Palika Parking ground floor	1	0	14	15	BOSCH	HD IP cameras and CCTV System		
3.	Palika Kendra, NDMC	Fire office ground floor NDCC phase II	1	0	9	10	BOSCH	HD IP cameras and CCTV System		
4.	Palika Kendra, NDMC	Room no. 103 A, First floor Palika Kendra Building, NDMC	0	50	16	66	SPARSH	HD IP cameras and CCTV System		
5.	Service Corridor, Connaught Place	Palika Parking ground floor	0	0	79	79	PELCO	HD IP cameras and CCTV System		
6.	Central Park Connaught Place	Palika Parking ground floor	1	0	2	3	BOSCH	HD IP cameras and CCTV System		
7.	Girls Hostel Indra Niketan	Inside office of Indra Niketan, ground floor	0	0	3	3	SPARSH	600 TVL analog cameras and CCTV System		
8.	Around the palika bazar and palika parking	Inside fire room, near Gate no 03, Palika Bazar.	1	0	6	07	SPARSH	1.3 MP IP cameras and CCTV System		
9.	Charak Palika Hospital	Inside Fire room back side of Emergency of Charak Palika Hospital	0	17	30	47	SPARSH	2MP IP cameras and CCTV System		
10.	Charkha Sculpture project on the terrace of Palika Parking, C.P , New Delhi.	Inside CCTV control room at Palika Parking	0	5	0	05	CP-PLUS	2MP IP cameras and CCTV System		
11.	CCTV Cameras on the roads near adjacent DLF parking, Sarojini Nagar, New Delhi.	CCTV control room in the room at First floor of N.P Co. Ed. Secondary, Babu Market, Sarojini Nagar.	0	15	0	15	SECURA (LOOKMAN)	2MP IP cameras and CCTV System		
12.	CCTV Cameras in the Subway near RML hospital at	Inside shop no. 1 in the subway near RML hospital at BKS marg	0	2	6	08	SPARSH	1.3 MP analog cameras and CCTV System		

	BKS Marg							
13.	CCTV cameras in the office of Secretary, NDMC at Palika Kendra and office of Director Enf. at Palika Kendra and 16. Pragati Bhawan	Inside Secretary, NDMC room and Inside Director (Enf.) room at Palika Kendra and Pragati Bhawan.	0	0	(03+02+02)	07	SPARSH	1 MP analog cameras and CCTV System
14.	Palika Maternity Hospital, Lodhi Colony	CCTV control room at Palika Maternity Hospital	05	22	03	30	HIKVISION	HD analog cameras and CCTV system
15.	CCTV cameras in the office of Director (personnel), NDMC Palika Kendra	Inside Director (Personnel) Room no 5.	0	2	0	2	CP-PLUS	1.3 MP analog cameras and CCTV System
16.	CCTV cameras in the Gym. in the basement of Bapu Dham Dispensary near Bapu Dham Barat Ghar, New Delhi.	Inside Gym. Bapu Dham	0	3	0	3	CP-PLUS	1.3 MP analog cameras and CCTV System
17.	CCTV Cameras in the office of the Chairman, NDMC, at 3 <sup>rd</sup> floor, Palika Kendra, New Delhi.	Inside the Chairman, NDMC office.	0	4	0	4	SPARSH	2MP analog cameras and CCTV System
18.	CCTV Cameras in the PSOI Club, Nehru Park, Vinay Marg.	Inside the Club	02	0	02	04	HIKVISION	HD analog cameras and CCTV System
19.	CCTV Cameras for surveillance of installed biometric attendance machine at ground floor and 5th floor estate accounts branch, Palika	Room no. 103 A, First floor Palika Kendra Building, NDMC	--	--	04	04	SPARSH	2MP IP cameras and CCTV System

	Kendra									
20.	CCTV Cameras for surveillance of installed biometric attendance machine at ground floor and 5th floor estate accounts branch, Palika Kendra	Inside Director (Enf.) room, 3 <sup>rd</sup> floor, at Palika Kendra	--	02	--	02	SPARSH	1 MP analog cameras and CCTV System		
	<b>Grand Total</b>		<b>14</b>	<b>139</b>	<b>184</b>	<b>337</b>				

**TERMS AND CONDITIONS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT  
OF CCTV SURVEILLANCE SYSTEMS**

**GENERAL :**

- i) The comprehensive AMC covers maintenance of multiple makes CCTV surveillance systems i.e. outdoor/indoor analog/IP network camera all type of lens, indoor/outdoor analog/IP dome network camera with all types of lens, PTZ camera, digital keyboard, video management machine & software, RAID-5 storage, PC for network video viewing, LED/LCD monitors, Ethernet network switches, media converters, racks, weatherized box/racks, GI poles, conduits, OFC/CAT-6 armored / unarmored cables, wires, conduits, UPS (Without battery) and allied CCTV equipments associated with the concerned CCTV inventory etc.
- ii) Period of comprehensive AMC of CCTV surveillance system is 3 years for already installed multiple CCTV systems of different makes installed in NDMC buildings/premises/NDMC area.
- iii) For service/repair calls, the service engineer/software professional deputed by the firm will visit the site once every fortnight to assess the serviceability of the system and once in every 03 months to carry out the preventive maintenance and diagnostics of the system.
- iv) The services shall be available by the firm 24x7 throughout the contract period.
- v) After each servicing, the CCTV surveillance system shall be checked for its smooth functioning and a service report shall also be submitted with proper remarks and signed by the engineer of the firm.
- vi) Dispatch of the components and collection of the same to / from the office of the firm will be the responsibility of the contractor for which no extra payment shall be made on account of cartage/handling charges etc during the comprehensive annual maintenance contract for 3 years.
- vii) The contractor shall only depute qualified & experienced engineer/software professionals for rectification of CCTV surveillance system.
- viii) Only genuine/authenticated components/software etc shall be used the maintenance of CCTV surveillance system.
- ix) If any damage caused to the CCTV surveillance system during maintenance, the same shall be made good by the firm for which nothing extra shall be paid.
- x) Any breach of contract by the contractor would render him liable to be debarred/blacklisted in NDMC/other Government Organization for a period as deemed fit without prejudice to any other right or remedy.
- xi) The firm must have a maintenance base in Delhi/NCR to provide maintenance services of the CCTV surveillance system being offered, efficiently and promptly.
- xii) The firm shall provide necessary software updating free of cost during the Comprehensive AMC period,
- xiii) The service/repair call will have to be attended by the firm within 4 hours form the time of such calls. The defective card/item/equipment should be repaired on the same day at site. In case of major defects requiring the defective card/item/equipment to be taken to the firm's workshop, it should be returned within a week duly repaired and an immediate substitute card/item/equipment will be provided by the firm smooth operation of the system. The to and fro transportation of the card/item/equipment will be the responsibility of the firm.
- xiv) Delays in attending the calls and / or repairing the defective card/item/equipment etc beyond time limit as mentioned above without providing the substitute card/item/equipment etc will attract penalty @0.05% of the yearly contract value per day. In case of major defect if system is not repaired/replace within a week's time, the firm will attract penalty @0.1% of the yearly contract value per day subject to the maximum penalty not exceeding @5% of the yearly contract value.

- xv) If the firm fails to repair or replace the defective Equipment/Item, NDMC will be free to get the same repaired/replaced from the market and its cost will be adjusted from the firm's Contract Performance Security.
- xvi) The supplier must have a maintenance base in Delhi/NCR to provide maintenance service of the system, efficiently and promptly.
- xvii) The contractor shall get repaired major component like cameras, NVR, DVR and Ethernet switches from OEM or their authorized dealers.

**Executive Engineer(E) CCTV**



**Schedule of Quantity**

**(To Be Filled By the Contractor)**

**Name of Work:- Annual Comprehensive Maintenance of CCTV Cameras installed in various building of NDMC area.**

<b>S. No</b>	<b>Description of item</b>	<b>Qty.</b>	<b>Rate (Rs.)</b>	<b>Unit</b>	<b>Amount (Rs.)</b>
<b>1.</b>	<b>Annual Comprehensive Maintenance of IP/Analog CCTV camera complete with camera, NVR, DVR cables, Monitors, work stations, UPS without batteries and all others associated accessories etc. complete as required.</b>				
	<b>First Year</b>				
<b>a.</b>	Vari focal lens type camera	237		Each	
<b>b.</b>	Fixed lens type camera	86		Each	
<b>c.</b>	PTZ camera	14		Each	
<b>d.</b>	Providing of onsite engineer(Degree/diploma holder in electrical/electronic/IT to be posted in NDMC for support, training & maintenance during the office hours i.e 9:00 A.M to 5:00 P.M or 8 hours)	365.00		Days	
	<b>Second Year</b>				
<b>a.</b>	Vari focal lens type camera	237		Each	
<b>b.</b>	Fixed lens type camera	86		Each	
<b>c.</b>	PTZ camera	14		Each	
<b>d.</b>	Providing of onsite engineer(Degree/diploma holder in electrical/electronic/IT to be posted in NDMC for support, training & maintenance during the office hours i.e 9:00 A.M to 5:00 P.M or 8 hours)	365.00		Days	

<b>Third Year</b>					
<b>a.</b>	Vari focal lens type camera	237		Each	
<b>b.</b>	Fixed lens type camera	86		Each	
<b>c.</b>	PTZ camera	14		Each	
<b>d.</b>	Providing of onsite engineer(Degree/diploma holder in electrical/electronic/IT to be posted in NDMC for support, training & maintenance during the office hours i.e 9:00 A.M to 5:00 P.M or 8 hours)	365.00		Days	
			<b>Total Rs.</b>		

**Note: Rates are inclusive of all taxes.**

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