

**NEW DELHI MUNICIPAL COUNCIL
(ELECTRICAL ENGINEERING DEPARTMENT)
(Maintenance Works / Minor Works)**

NIT No.01/EE (M/S)/2026-27

Name of work: Running and Maintenance of HT Mains in M/S and M/N area.

Sub-Head (If any) : Rate Contract for supplying & making of various types and make of H.S type Joint Boxes and End Termination and Repairing, laying of 11 KV Cables in M/N and M/S Area

1. Administrative Reputed & Expenditure Sanction accorded for Rs. 1,95,70,830 by the CE(E-II) vide No. Note# 248-249 Dated: 06/06/2025.
2. Detailed Estimate based on DSR/Cost data book/DAR/ Market Rate/Previous work orders is Technical Sanctioned for Rs.3,96,01,465/- by CE(E-II) vide No. 2/MS/2025-26 of the Technical Sanction Register of year 2025-26.
3. There is a provision of 1,95,70,830 in the preliminary estimate and of in the detailed estimate for the sub- Head.
4. Estimated cost put to tender : - Rs. 3,96,01,465/-
5. Earnest Money : - Rs. 7,92,029/-
6. Security deposit: - 2.5 % of the tendered amount.
7. Performance Guarantee:-5% of the tendered amount.
8. Cost of Tender : NIL
9. Time allowed for the completion of the works : 03 years
10. Mode of calling tendered : Percentage / ~~Item Rate tender~~
11. Deviation Limit :-+/-50%.
12. Rates: DSR-_____ with up-to-date-correction slips and market rates for non-schedule items.
13. Specification: - Specifications for works as detailed in the technical specifications section.
14. Issue of materials from NDMC stores : NIL
15. Issue of plant and machinery from the Department: NIL
16. Availability of site: YES

Draft Notice Inviting Tender containing (01 to 158) pages approved for Rs. 3,96,01,465.00(Rupees Three Crore Ninety Six Lakh One Thousand Four Hundred & Sixty Fiveonly).

Executive Engineer (M/S)

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**ELECTRICAL ENGINEERING DEPARTMENT
NEW DELHI MUNICIPAL COUNCIL**

E-Procurement Tender Notice

Name of work: Running and Maintenance of HT Mains In M/S and M/N area.

Sub-Head (If any) : Rate Contract for supplying & making of various types and make of H.S type Joint Boxes and End Termination and Repairing, laying of 11 KV Cables in M/N and M/S Area

Estimated Cost: **Rs. 3,96,01,465/-**

Date of release of tender through e-procurement solution: 30.04.2026 at 6:00PM

Last date/time for receipt of tenders through e-procurement solution: 21.05.2026 up to 3.30 PM

Date and time of opening of tender: 21.05.2026 at 4.00 PM

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

Note: - To participate in e-tender in NDMC registration with e-tendering system, Government of NCT of Delhi is mandatory.

Executive Engineer (M/S)

**ELECTRICAL ENGINEERING DEPARTMENT
NEW DELHI MUNICIPAL COUNCIL**

TENDER NOTICE

NIT No. 01/EE (M/S)/2026-27

Dated: _____

- | | |
|--|---|
| 1. Last date and time for downloading tender documents : | 21.05.2026 up to 3.30 PM |
| 2. Date and time for pre-bid meeting, if any : | 07.05.2026 at 3.00 PM in the office of
CE(E-II), 17 th floor 1706, Palika
Kendra |
| 3. Date and time for start submission of tender : | 30.04.2026 upto 6.00 PM |
| 4. Date and time of opening of tender : | 21.05.2026 at 4.00 PM |

Percentage/~~Item rate~~ bids on behalf of NDMC from reputed and eligible contractors for the work of **Rate Contract for supplying & making of various types and make of H.S type Joint Boxes and End Termination and Repairing, laying of 11 KV Cables in M/N and M/S Area** at the Estimated Cost of Rs.3,96,01,465/- with a time of completion of 03 years at the cost of bids (non-refundable) of Rs. -Nil.

A sum of 7,92,029/- as earnest money (EMD) shall be accepted only through Online mode /and Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from a Commercial Bank in favour of Secretary, NDMC by Registration of the bidder on the portal <https://ndmc.procure247.com> one time using payment modes i.e. Debit Card/Credit Card/Net Banking/Challan (e-CMS) etc. (detailed instructions given in the Section - Instructions to bidders).

The scanned copy / downloaded copy of receipt of successful transaction/deposition of Online Earnest Money through Online EMD Payment Portal / and scanned copy of Bank Guarantee including e-Bank Guarantee of any Commercial Bank and receipt issued by any division office of NDMC for deposition of bank guarantee (for balance amount as prescribed, if any) should be uploaded with the tender documents otherwise the same are liable not to be opened.

Eligible contractors may download the bid documents for reference only from Delhi Govt. E-procurement Portal <https://govtprocurement.delhi.gov.in> for bidding purpose. However tenders shall be quoted through e-tendering only.

The bidder may inspect the site on any working day and may contact for any query or technical clarification to Executive Engineer (M/S)/Head of Department/. The duly filled up bid documents shall be submitted **online on 21.05.2026 up to 3.30 PM** and the same shall be opened on the same day in presence of the tenderer or their authorized representative who may desire to attend.

NDMC reserves the right to reject the whole or any part of the bid without assigning any reason.

Executive Engineer (M/S)

NDMC- Form 6 for e-Tendering

1. ~~Item rate~~/percentage rate bids are invited on behalf of NDMC from approved / eligible contractors of NDMC and those of appropriate list of M.E.S., CPWD, BSNL, Railway and State P.W.D. (B&R) or State Govt.'s Departments/Utilities (strike out as the case may be), for the Work of **Rate Contract for supplying & making of various types and make of H.S type Joint Boxes and End Termination and Repairing, laying of 11 KV Cables in M/N and M/S Area.**

*The enlistment of the contractors should be valid on the last date of submission of bids.

*In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1 The work is estimated to cost **Rs3,96,01,465/-**. This estimate, however, is given merely as a rough guide.
- 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids. For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.
- 1.2 Intending bidders is eligible to submit the bid provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below: -

Criteria of eligibility for submission of bid documents

- 1.2.1. ~~Conditions for Non-NDMC registered contractors only, if bids are also open to non-NDMC Contractors.~~

~~*For works estimated cost upto tendering limit of class – I Buildings & Roads (erstwhile Composite/ Building/ infrastructure) category Contractor (However, for Horticulture category, it may be modified as per bidding limit of NDMC class I contractors of Horticulture category).~~

- (i) Three similar works each of value not less than **Rs.1,58,40,586/-** (40% of estimated cost) or two similar works each of value not less than **Rs.2,37,60,879/-** (60% of estimated cost) or one similar work of value not less than **Rs.3,16,81,172/-** (80% of estimated cost) (all figures rounded to nearest convenient figure) during the last 7 years ending last day of the month previous to the one in which tenders are invited. **Supply and making of joints of 11KV or above voltage level OR Supply and laying of 11 KV or above voltage rating cable or Supplying & Laying of 11 KV HT and above Cables and joints including end terminations/ Laying of 11 KV and above cables**
- (ii) ~~*For EPC tender under Mode I/II only (Applicable for NDMC enlisted contractors of appropriate class also). One completed work costing not less than Rs. executed with the structural system technology as proposed by bidder in the letter of transmittal during the last 7 years ending last day of the month previous to the one in which tenders are invited. This work can be part of eligible work at 1.2.1 (i) above or as a separate work.~~

Note:-

~~*For works costing above tendering limit of class – II Buildings & Roads (erstwhile Composite/ Building/ infrastructure) category contractors but up to tendering limit of Class-I Buildings & Roads (erstwhile Composite/ Building/ infrastructure) category Contractor (However, for Horticulture category, it may be modified as per bidding limit of NDMC class II and NDMC Class I contractors respectively of Horticulture Category) when bids are open to non-NDMC contractors also, then class II contractors of NDMC registered shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above.~~

- 1.2.2 Criteria of eligibility for NDMC as well as non-NDMC contractors,

~~*For works estimated to cost above the tendering limit of class – I (Super) Buildings & Roads (erstwhile Composite/ Building/ infrastructure) category Contractor (However for Horticulture category, it may be modified as per bidding limit of NDMC class I contractors of Horticulture Category).~~

- (i) ~~Three similar works each of value not less than Rs.1,58,40,586/- (40% of estimated cost) or two similar works each of value not less than Rs.2,37,60,879/- (60% of estimated cost) or one similar work of value not less than Rs.3,16,81,172/- (80% of estimated cost)(all figures rounded to nearest convenient figure) during the last 7 years ending last day of the month previous to the one in which tenders are invited. Similar work mean works of "Supplying & Laying of LT/HT Cables.~~
- (ii) ~~*For EPC tender under Mode -I/II/III and for all construction works (Applicable for NDMC enlisted and non NDMC contractors) One completed work costing not less than Rsexecuted with the structural system technology as proposed by bidder in letter of transmittal during the last 7 years ending last day of the month previous to the one in which tenders are invited. This work can be part of eligible work at 1.2.2 (i) above or as a separate work.~~

~~Associated contractor should not have been debarred from any Ministry or any govt. organization in the last five years.~~

~~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 previous day of last day of submission of bid.~~

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

"I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another 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)"

- 1.2.3 When bids are invited from non NDMC contractors and NDMC class II contractors as per provisions of **clause 1.2.1** above, it will be mandatory for non NDMC contractors and NDMC class-II contractors to upload the work experience certificate(s) and the affidavit as per the provisions of **clause 1.2.2**.

*But for such bids, Class-I contractors of NDMC are eligible to submit the bids without submission of work experience certificate and affidavit. Therefore, NDMC class-I contractors shall upload two separate letters for experience certificate and affidavit that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields.

- 2. Agreement shall be drawn with the successful bidders on prescribed Form No. NDMC 7/ 8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website <http://govtprocurement.delhi.gov.in> Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3. The time allowed for carrying out the work will be from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
- 4. (i) The site for the work is available.

or

The site for the work shall be made available in parts as specified below:-

.....

- (ii) ~~The architectural and structural drawing for the work is available~~

or

*The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.

5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen website <http://govtprocurement.delhi.gov.in> free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times or withdraw it before last time and date of submission of bid as notified no post tender modification is allowed by the tenderers except through negotiations, if required. In case, any tender does so, the tender will be rejected and the tenderer will be debarred for future tendering in NDMC for two years by the concerned authority enlisting authority (in case of NDMC enlisted contractor) and by the concerned CE/SE (in case of non-enlisted contractor).
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. ~~*When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.~~
9. Earnest Money will be deposited in online mode through <https://ndmc.procure247.com> using payment modes i.e. Debit Card/Credit Card/Net Banking/Challan (e-CMS) etc. A Payment receipt generated through the said portal shall be uploaded on e-procurement website alongwith other requisite tender documents /and scanned copy of original Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) within the period of bid submission.

The Earnest Money will be deposited only through online mode on <https://ndmc.procure247.com>. The original Bank Guarantee (for balance amount as prescribed) shall be deposited by the Contractor in any division office of NDMC and bank guarantee along with its receipt should be uploaded with the tender documents otherwise the same are liable not be opened.

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 including e- Bank Guarantee of any Commercial bank having validity for a period of 90 days for single bid works and 180 days for two bid system or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system, earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation.

Copy of *Enlistment Order and certificate of work experience and other documents as specified in the notice inviting e- tender shall be scanned and uploaded on the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e- tender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited EMD with any division of NDMC and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at **04:00 PM on 21.05.2026**

10. The bid submitted shall become invalid and e-Tender processing fee (if applicable) shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.

- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - (iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
11. The contractor whose bid is accepted will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in schedule E and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks 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 including Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work within the period specified in Schedule F.
 12. **The description of the work is as follows :**
 Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
 13. The competent authority on behalf of the NDMC does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
 14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
 15. The competent authority on behalf of NDMC reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
 16. The contractor shall not be permitted to bid for works in the NDMC Electrical Engineering Department responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in 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.
 17. No Engineer or other officer employed in NDMC is allowed to work as a contractor for a period of one year after his retirement from NDMC service, without the prior permission of NDMC in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any

time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

18. The bids for the work shall remain open for acceptance for a period of 30 (thirty) days from the date of opening of bids in case of single bid system and **90 (Ninty)** days from the date of opening of technical bids in case bids are invited in 2 or 3 bid system. Further
- (i) If any tenderer withdraws his tender within 7 days after last date and time (24 Hours basis) of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - (ii) If any tenderer withdraws his tender after expiry of 7 days after last date and time (24 Hours basis) of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - (iii) Withdrawal of the tender, by the tenderer, shall only be made through e-tender portal. Any other method i.e. through letter/e-mail etc. shall not be considered.
 - (iv) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.
19. This notice inviting Bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard N.D.M.C. Form 7/8 or other Standard N.D.M.C. Form as applicable.

***20. For Composite Bids**

~~20.1.1 The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.~~

~~20.1.2 The bid document will include following three components:~~

~~**Part A:** NDMC 6, NDMC 7/8 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2014 as amended/ modified up to~~

~~**Part B:** General / specific conditions, specifications and schedule of quantities applicable to major component of the work.~~

~~**Part C:** Schedule A to F for minor component of the work (competent authority under clause 2 and clause 5 shall be same authority as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.~~

~~20.1.3 The bidders must associate himself, with agencies as per NIT conditions.~~

~~20.1.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.~~

~~20.1.5 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the NDMC. After the work is awarded, the main contractor will have to enter into one agreement with EE incharge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH incharge of minor components. One such signed set of agreement shall be handed over to EE/DDH incharge of minor component(s).~~

EE of major component will operate Part A and Part B of the agreement. EE/DDH incharge of minor component(s) shall operate Part C alongwith Part A of the agreement.

- ~~20.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.~~
- ~~20.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.~~
- ~~20.1.8 The main contractor has to associate agencies for specialized component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer in Charge of relevant component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer in Charge of relevant component(s).~~
- ~~20.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer in Charge of relevant specialized component(s).~~
- ~~20.1.10 The main contractor has to enter into MoU with agency(s) associated by him. Copy of such MoU shall be submitted to EE/ DDH in charge of each relevant component as well as to EE in charge of major component. In case of change of associate contractor, the main agency(s) has to enter into MoU/agreement with the new contractor associated by him.~~
- ~~20.1.11 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer in Charge of the discipline of minor component directly to the main contractor. The CMB shall be maintained independently by Engineer in Charge of major and minor components.~~
- ~~20.1.12A. The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer in Charge of major component after record of completion certificate of all other components.~~
- ~~20.1.12B. Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.~~
21. **Integrity Pact:** The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids for all works of estimated cost put to tender equal or more than 50 lakhs, the value given in Schedule-F. In the event of his failure to sign and upload the Integrity Pact along with other bid documents, his bid shall be rejected.

That Integrity pact forming the part of Notice Inviting Tender (NIT) is mandatory signed preferably with stamp and uploaded. 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.

Names and email IDs of Independent External Monitors are as follows:-

1.	Sh. Arun Kumar Sinha IAS (Retd.) Email: aksinha2@yahoo.com , Ph: 9810229264
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22. The intending bidders are required to update their profile in NDMC e- tender portal and to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile/uploading tender can be resolved through the concerned Executive Engineer/ Assistant Engineer (Phone no 011-24105953, e- mail Id eems.elec@ndmc.gov.in). The e- tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest.

*To be filled in by NIT approving authority.

23. **Price Preference to SC/ST individual contractor for item rate/percentage rate tender:**

Price preference in quoted item rate/percentage rate tender shall be applicable to the individual enlisted/non-enlisted SC/ST contractor as under:-

- (i) For work(s) upto and equal to an estimated cost of Rs. 2.70 lakh a price preference upto 5% (with reference to the lowest valid tender) may be allowed in favor of individual SC/ST enlisted/non-enlisted contractor. No earnest money is required in such case(s).
- (ii) For work(s) beyond an estimated cost of Rs. 2.70 lakh and upto and equal to estimated cost of Rs. 6.20 lakh, the price preference upto 5% (with reference to the lowest valid tender) may be allowed in favour of individual enlisted SC/ST contractor. However, earnest money at a reduced rate of $\frac{1}{2}\%$ may be accepted in such cases. The price preference upto 5% (with reference to the lowest valid price bid) may be allowed in favour of individual SC/ST contractor only. The above concession shall be allowed only after verification of the individual contractor's claim of belonging to SC/ST community.

Checklist

S.No.	Documents to be uploaded	(☑) if applicable
1.	Receipt of Earnest Money Deposit (EMD)	
2.	Certificates of Work Experience	
3.	Certificate of Financial Turnover from CA as per Form 'A'	
4.	Profit & Loss certificate	
5.	Banker Certificate Or Net worth Certificate	
6.	Form 'E' Structure & Organization	
7.	Electrical Contractor License	
8.	Letter of Transmittal	
9.	Affidavit as per Clause 1.2.3 of NDMC Form-6	
10.	Integrity Pact	
11.	Bidding capacity as per Form C-3	
12.	Undertaking of not black listed or debarred	
13.	Undertaking of No deviation Certificate	
14.	Undertaking of true and genuine firm/company	
15.	Undertaking of Make in India	
16.	GST Registration Certificate of State	
17.	Certificate of Registration of GST Act.	
18.	Undertaking for back to back works	
19.	Undertaking on structure stability and soundness as per Form 'F'	
20.	Copy of valid type test certificates from CPRI/ERDA/NABL Accredited Lab as per relevant IS/IEC	
21.	Duly filled GTP 'Technical data sheet' as per technical specifications	
22.	Offered make of items	
23.	Declaration by the tenderer regarding price bid deviation	

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

(Applicable for inviting bids on open bid)

The Executive Engineer M/S Division, NDMCon behalf of NDMC invites online Item rate/percentage rate bids from approved and eligible contractors of NDMC and those of appropriate list of M.E.S., BSNL, Railway and State P.W.D. or State Govt.'s Department, if there is no State PWD, (strike out as the case may be) for the following work(s):

S.No.	NIT No.	Name of Work and Location	Estimated Cost put to Bid (Rs.)	Earnest Money	Period of Completion of work (in months)	Last date of online submission of bid, copy of receipt of deposition of original EMD and other documents as specified in the bid document	Date & time of Opening of Bid
1	2	3	4	5	6	7	8
	NIT No.	Rate Contract for supplying & making of various types and make of H.S type Joint Boxes and End Termination and Repairing, laying of 11 KV Cables in M/N and M/S Area.	3,96,01,465/-	7,92,029/-	15 days	Upto 3.30 PM on dated _____	_____ at 04:00PM

- ~~The intending bidder must read the terms and conditions of NDMC 6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.~~
- ~~Information and Instructions for bidders posted on website shall form part of bid document.~~
- ~~The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from on website <http://govtprocurement.delhi.gov.in> free of cost.~~
- ~~But the bid can only be submitted after deposition of EMD through Online Payment mode [by Registration of the bidder on the portal <https://ndmc.procure247.com> (one time) using payment modes i.e. Debit Card/Credit Card/Net Banking/Challan (e-CMS) etc.] and to upload scanned copy of generated payment receipt of **Online Earnest Money** deposited through **Online EMD Payment Portal** /and original Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, NDMC within the period of bid submission and uploading the mandatory scanned documents and Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Secretary, NDMC as mentioned in NIT, receipt for deposition of original Bank Guarantee and other documents as specified.~~

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 through Online payment mode, and balance may be deposited in shape of bank guarantee including e bank guarantee any Commercial Bank having validity for a period of 90 days for Single bid works and 180 days for two bid system or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the

successful bidder, whichever is earlier. However, in case of 2/3 bid systems, Earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation.

~~Online bid documents submitted by intending bidders shall be opened only of those bidders, Who has deposited EMD online and the scanned copy / downloaded copy of receipt of successful transaction/deposition of Online Earnest Money through Online EMD Payment Portal / and scanned copy of Bank Guarantee including e Bank Guarantee of any Commercial Bank and receipt issued by any division office of NDMC for deposition of bank guarantee and other documents Scanned and uploaded are found in order.~~

Guidelines for the Bidders

As per the circular NDMC has adopted the online Earnest Money Deposit (EMD) Module of HDFC Bank.

- a) ~~Bidder Registration: The interested bidders will have a provision to get registered yourself on this portal one time i.e. <https://ndmc.procure247.com>. after login on the e-tendering portal of Govt. Of NCT of Delhi <https://govtprocurement.delhi.gov.in>~~
 - b) ~~The mandatory fields for registration for this module are email id, company name, person name, name, PAN, Bank Account No. with details of the bidders, Mobile No., State, City etc. After registration, the system will generated login id and password.~~
 - c) ~~After that bidders will be able to process EMD payment with their respective login credentials and password by using Debit Card/Credit Card/Net Banking/Challan (e-CMS) etc. Portal login will be OTP based.~~
 - d) ~~All the tenders will have the deadline to pay the EMD as specified in the NIT.~~
 - e) ~~Upon successful transaction of the EMD, bidder will get a status of the payment/confirmation/acknowledgement on the dash board containing the details like i.e. tender No., name of the work, name of the Beneficiary Account, amount paid towards EMD, Transaction Ref. Number, Date & Time of the transaction, status of the Transaction etc. the same is to be uploaded alongwith with the other necessary scanned documents required while uploading of tender on e-procurement portal.~~
 - f) ~~Bidder dashboard will have a provision to check all the historical data where bidder had processed the EMD under "My Tenders" link.~~
5. ~~Those contractors who are not registered or have not updated their profile on the website mentioned above, are required to get registered / update their profile beforehand. If needed they can be imparted training on online bidding process as per details available on the website <https://govtprocurement.delhi.gov.in>~~
 6. ~~The intending bidder must have valid Class III digital signature certificate with encryption key (combo type) to perform any operations / transactions on the e-tendering portal.~~
 7. ~~On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.~~
 8. ~~Contractor can upload documents in the form of JPG format and PDF format.~~
 9. ~~Contractor must ensure to quote rate in the prescribed column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).~~
- ~~However, If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.~~

List of Documents to be scanned and uploaded within the period of bid submission:

- 1) ~~Scanned copy/Downloaded Copy of generated Payment Receipt of Online Earnest Money deposition through Online EMD Payment Portal. The EMD should be deposited through Online mode on portal [https:// ndmc.procure247.com](https://ndmc.procure247.com) [In case of any exemption, relevant document may be uploaded.~~
- 2) ~~*Enlistment Order of the Contractor.~~
- 3) ~~Certificates of Work Experience from bidder (If required from NDMC and Non-NDMC Contractors).~~
- 4) ~~Affidavit as per clause 1.2.3 of NDMC-6 (If required from NDMC and Non-NDMC Contractors).~~
- 5) ~~*Two letters from NDMC class I contractors as specified under clause 1.2.3 of NDMC 6 (if applicable).~~
- 6) ~~GST Registration Certificate if already obtained by the bidder.~~

~~If the bidder has not obtained GST registration as applicable, then he shall scan and upload following under taking along with bid documents.~~

~~"If work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any payment by NDMC, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by NDMC or GST department in this regard".~~

- 7) ~~Integrity Pact signed by the bidder in the presence of a witness for works equal to or above the 50 lakhs value given in Schedule-F.~~
- 8) ~~*Undertaking on structural stability and soundness as per prescribed format Form 'F'.~~

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

(Applicable for inviting bids on 2/3 bid system)

The Executive Engineer M/S Division NDMC on behalf of the NDMC invites online bids from NDMC enlisted contractors of appropriate class and reputed firms/contractors in two/three bid system for the following work:

S.No.	NIT No.	Name of Work and Location	Estimated Cost put to Bid	Earnest Money	Period of Completion	Last date & time of submission of bid, copy of receipt of deposition of original EMD, and other documents as specified in the NIT	Time & Date of Opening of technical Bid
1	2	3	4	5	6	7	8
1	NIT No. 01/E E(M/S)/20 26/27	Rate Contract for supplying & making of various types and make of H.S type Joint Boxes and End Termination and Repairing, laying of 11 KV Cables in M/N and M/S Area	3,96,01,465/-	7,92,029/-	03 years	Upto 3.30 PM on dated 21.05.2026	21.05.2026 at 04:00PM

1. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted. [1(b), 1(c) & 1(d) are not applicable for NDMC enlisted contractors of appropriate class. 1(a)(i), (ii) and 1(e) are applicable for NDMC enlisted contractors also].

(a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of the month previous to the one in which tenders are invited.

(i) Three similar works each costing not less than Rs.**1,58,40,586/-** (40% of estimated cost) or two similar works each of value not less than Rs.**2,37,60,879/-** (60% of estimated cost) or one similar work of value not less than Rs.**3,16,81,172/-** (80% of estimated cost)

(i) Similar work shall mean works of "**Supply and making of joints of 11KV or above voltage level OR Supply and laying of 11 KV or above voltage rating cable or Supplying & Laying of 11 KV HT and above Cables and joints including end terminations/ Laying of 11 KV and above cables.**"

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 previous day of last day of submission of tenders.

~~(ii) *For EPC tenders under Mode I /II only (Applicable for NDMC enlisted contractors of appropriate class also).~~

~~One completed work costing not less than Rsexecuted with the structural system technology, as proposed by bidder and mentioned in the letter of transmittal. This work can be part of eligible work at 1(a)(i) above or as a separate work. The value of executed work shall be brought to the current level by enhancing the actual value of work at simple rate of 7% per~~

annum; calculated from the date of completion to previous day of last day of submission of tenders.

- (b) Should have had Average Annual Financial Turnover of **Rs. 1,18,80,440/-** on construction works during the last three years ending 31st March 2025 (Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum.
- (c) Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March.2025
- (d) Should have a Banker's Certificate from a commercial Bank for **Rs. 1,58,40,586/- (40% of Estimated Cost)** or Net Worth Certificate for **Rs.39,60,147/-** from CA with Unique Document Identification Number (UDIN) of minimum 10 % amount of ECPT (Scanned copy of original to be uploaded).
- (e) ~~Should have bidding capacity equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:~~

$$\text{Bidding Capacity} = \{[A \times N \times M] - B\}$$

Where,

~~A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of Annual Turnover shall be brought to current costing level by enhancing at a simple rate of 7% per annum.~~

~~N = Number of years prescribed for completion of work for which bids have been invited. The value of N shall be taken as 1 (one), where the completion period is less than one year.~~

~~M = Multiplier Factor, the value of M may be taken as under:-~~

~~i. 1.5 for the tenders with estimated cost upto Rs. 1000 crore.~~

~~ii. 2.0 for the tenders with estimated cost above Rs. 1000 crore and upto 2000 crore.~~

~~iii. 2.5 for the tenders with estimated cost above Rs. 2000 crore.~~

~~B = Value of existing commitments of ongoing works during the period of execution of work for which bids have been invited.~~

~~Note: (a) The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in-charge. Not below the rank of an Executive Engineer or equivalent.~~

~~(b) The bidder shall have to submit an affidavit that all the information furnished is correct in all respects.~~

~~(c) Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements attachments/ submitted in proof of the Bid capacity requirements.~~

And/or

~~It shall be the sole discretion of the departments to select or reject any contractor or firm who has submitted the bid capacity and/or tender document without assigning any reason.~~

Note: The bidder should submit bidding capacity as per Form C-3.

2. The intending bidder must read the terms and conditions of NDMC-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. This information and instructions for bidders posted on website shall form part of bid document.

4. The bid document consisting of Plans, Specifications, Schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://govtprocurement.delhi.gov.in>
5. But the bid can only be submitted after deposition of EMD through Online Payment mode [by Registration of the bidder on the portal <https://ndmc.procure247.com>(one time) using payment modes i.e. Debit Card/Credit Card/Net Banking/Challan (e-CMS) etc.] and to upload scanned copy of generated payment receipt of **Online Earnest Money** deposited through Online **EMD Payment Portal /and** original Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, NDMC within the period of bid submission and uploading the mandatory scanned documents and Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Secretary, NDMC as mentioned in NIT, receipt for deposition of original Bank Guarantee and other documents as specified.

Guidelines for the Bidders

As per the circular NDMC has adopted the online Earnest Money Deposit (EMD) Module of HDFC Bank.

- a) Bidder Registration:- The interested bidders will have a provision to get registered yourself on this portal one time i.e. <https://ndmc.procure247.com>. after login on the e-tendering portal of Govt. Of NCT of Delhi <https://govtprocurement.delhi.gov.in>
 - b) The mandatory fields for registration for this module are email id, company name, person name, name, PAN, Bank Account No. with details of the bidders, Mobile No., State, City etc. After registration, the system will generated login id and password.
 - c) After that bidders will be able to process EMD payment with their respective login credentials and password by using Debit Card/Credit Card/Net Banking/Challan (e-CMS) etc. Portal login will be OTP based.
 - d) All the tenders will have the deadline to pay the EMD as specified in the NIT.
 - e) Upon successful transaction of the EMD, bidder will get a status of the payment/confirmation/acknowledgement on the dash board containing the details like i.e. tender No., name of the work, name of the Beneficiary Account, amount paid towards EMD, Transaction Ref. Number, Date & Time of the transaction, status of the Transaction etc. the same is to be uploaded alongwith with the other necessary scanned documents required while uploading of tender on e-procurement portal.
 - f) Bidder dashboard will have a provision to check all the historical data where bidder had processed the EMD under “My Tenders” link.
6. Those contractors who are not registered or have not updated their profile on the website mentioned above, are required to get registered/update their profile beforehand. The necessary training materials including the videos with step to step process are available on download section of <https://govtprocurement.delhi.gov.in>
 7. The intending bidder must have valid class-III digital signature certificate with encryption key (combo type) to perform any operations/transactions on the e-tendering portal / website and the bidder should download and install the eMSigner on their system as per instruction available on download section of <https://govtprocurement.delhi.gov.in>
 8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
 9. Contractor can upload documents in the form of JPG format and PDF format.
 10. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 7 years or for the period as specified in the

bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.

11. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow color and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

However, If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

12. The Technical Bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
13. Pre Bid conference shall be held in the chamber of CE(E-II) at 3:00 PM on 07.05.2026 to clear the doubts of intending bidders, if any.
14. ~~When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.~~
15. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
16. ~~*I propose to adopt structural system technology as mentioned in the letter of transmittal. (Applicable for EPC tenders under Mode I / II only).~~
17. Electrical Contractor License issued by designated authority from any State of India.

List of Documents to be scanned and uploaded within the period of bid submission:

- 1) Scanned copy/Downloaded Copy of generated Payment Receipt of Online Earnest Money deposition through Online EMD Payment Portal. The EMD should be deposited through Online mode on portal [https:// ndmc.procure247.com](https://ndmc.procure247.com) [In case of any exemption, relevant document may be uploaded.

Scanned copy of original Bank Guarantee including e-Bank Guarantee of any Commercial Bank against balance amount of EMD (If a part of EMD is deposited through Bank Guarantee / e-bank guarantee). **The Bank Guarantee submitted as a part of Earnest Money is valid for a period of 180 days from the date of submission of the Tender.**

- 2) Certificates of Work Experience from bidder (For NDMC and Non-NDMC Contractors). The bidder shall upload Letter for award and SOQ in support of Performance Certificate of work executed.
- 3) Certificate of Financial Turnover from CA as per Form "A".
- 4) Certificate of profit & loss from CA as per Form 'A'.
- 5) Banker's Certificate or Net worth Certificate as per Form B and B-1 respectively.
- 6) Form-E, Structure and Organization.
- 7) Any other Document as specified in the NIT
- 8) Affidavit as per clause 1.2.3 of NDMC-6 on Non Judicial Stamp Paper duly attested by notary after date of publication of tender. (From Non NDMC Contractors only).

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

Affidavit

(To be submitted on Non judicial stamp paper Notarized after date of publication of tender)

I undertake and confirm that eligible similar works(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 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).

- 9) GST registration Certificate, if already obtained by the bidder.

If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents.

"If work is awarded to me, I/we shall obtain GST registration certificate as applicable within one month from the date of receipt of award letter or before release of any payment by NDMC, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by NDMC or GST department in this regard".

- 10) Integrity Pact signed by the bidder in the presence of a witness for works equal to or above the threshold value given in Schedule-F.
- 11) ~~*Certificate in support of having successfully completed one work with technology proposed to be used in the work (Applicable for EPC tenders under Mode I/II only).~~
- 12) ~~*Copy of type test report as per NIT provision for precast concrete construction system technology. (Applicable for EPC tenders under Mode I/ II only).~~
- 13) ~~Bidding capacity as per Form C-3 and Form "C" and "C-1" in support of Bidding capacity.~~
- 14) Electrical Contractor License issued by designated authority from any state of India.
- 15) Letter of Transmittal as per Annexure-'A'.
- 16) ~~Undertaking on structural stability and soundness as per prescribed format Form 'F'~~

~~Note: The Sl. No. III & IV are not applicable for NDMC enlisted contractors of appropriate class in Buildings & Roads category}~~

~~The contractors of Buildings & Roads category are mainly enlisted for execution of building work, internal and External Electrical Works, Roads, Infrastructure and E&M services like HVAC, Fire Fighting, Fire Alarm, Sub station, DG Set and related items, However, they shall not be eligible for tenders for exclusive work of horticulture, lifts, and other specialized works. If NIT approving authority feels that the work is of special or secret nature requiring specialized equipment and skill, then restricted tenders can be called as per para 4.5.1 of CPWD Works Manual 2024.~~

~~Similarly, tenders of specialized nature/tenders with specialized component of works shall be called as per para 3.1.3 of CPWD Works Manual 2024. Instruction to bidders may be modified suitably by NIT approving authority.~~

- 17) Bids of vendors who have been black listed / debarred on account of supply of Sub-standard or execution of SubStandard work or poor performance etc. would not be considered during the period of such blacklisting / debarmentperiod. An undertaking in the following format also to be submitted by the vendor:

{An undertaking in the following format also to be submitted by the vendor}

UNDERTAKING

Name of Work: _____

Sub Head: _____

Estimated Cost: _____

Tender ID: _____

"I, M/s _____ hereby certify that I/My firm have/has not been blacklisted/debarred in any department of Central / State Govt./Public undertaking on account of supply of sub-standard material and/or poor execution/poor performance for the last three years from the date of submission of tender."

- 18) An undertaking for declaration of deviation, if any, preferably on the letterhead of the contractor/firm **"I/We have gone through all the terms and conditions and specifications of the NIT that there is no deviation as given in my/our offer.**
- 19) The Bidder shall have to furnish an affidavit on non judicial stamp paper duly notarized as under:-
"I ___ S/o ___ R/O _____ authorized signatory of the M/s___ undertake and confirm that all the documents uploaded at the time of submission of bid or physically submitted by me on behalf of M/s___ are true and genuine. That in case of any false documents found during scrutiny I shall be solely responsible on behalf of firm/ company."
- 20) Self-Certification format on bidder letter-head for claiming purchase preference under the "Public Procurement preference to Make in India" order as per the following format:-

"I/we certify that the item/work/service offered are complying the Make in India guidelines issued by the Govt. of India with upto date amendments and I hereby declare that the local content of the offered product is ___ % and I am eligible for Class-I/II (Select-I and strike off the other) Local supplier as per the norms of" Make in India".

(Note: Make In India Clause is applicable only where supply is more than 50% of work).

- 21) ~~Tenderer should submit valid Type Test Certificate from CPRI/ERDA/NABL accredited lab as per relevant IS/IEC (if applicable).~~
- 22) ~~Duly filled GTP 'Technical Data Sheet' as per technical specifications (if applicable).~~
- 23) Tenderer should specify make of the item(s) (if applicable).
- 24) Further a declaration is to be given by the tenderer that cover No.2 i.e. price bid does not contain any conditions/modifications/alterations/ suggestions etc.(for 2 bid system only).
- 25) Undertaking regarding complying of all the technical specifications/parameters/ other requirements as per NIT.

Note: -

- a. **All the affidavits should be on or after date of publishing of tender/bid and duly notarized.**
- b. **All the undertaking/firm's declarations should be on or after date of publishing of tender/bid.**
- c. **Certificates/Financial Statements issued by CA without UDIN shall not be considered.**
- d. **Department at any stage during the scrutiny of tender can ask the bidder to submit original documents uploaded in the tender, for verification. Any discrepancy noticed during verification of documents, the bid shall be liable to be rejected.**

Information and instruction for Executive Engineer for e-tendering.

This Receipt is to be used and issued only in case when a part of earnest money is acceptable in the form of bank guarantee also as prescribed.

- 1) ~~The Executive Engineer of all divisions of NDMC should receive the original EMD for tender of other division.~~
- 2) ~~The NIT approving authority/ EE to check at the time of issue of NIT shall also fill and upload following prescribed format of receipt of deposition of original EMD along with NIT:~~

<p>Receipt of deposition of original EMD (Receipt No. _____ Dated: _____)</p>
<p>Name of work: _____</p> <p>Sub Head: _____</p> <p>1. NIT No./EE()/2025-26 2. Estimate Cost : Rs. _____ 3. Amount Earnest Money Deposit : Rs. _____ 4. Last date of submission of Bid : _____</p> <p>(* To be filled by NIT approving authorities /EE at the time of issue of NIT and Uploaded along with NIT)</p>
<p>i. Name of Contractor :- ii. Form of EMD iii. Amount of EMD iv. Date of Submission of EMD</p> <p align="right">Signature, Name and Designation of (to be filled by EMD receiving EE) _____ EMD receiving(EE/AE(P)/AE/AAO) along with Officer Stamp</p>

- 3) ~~The Executive Engineer receiving EMD in original form shall examine the EMD deposited by the bidder and shall issue a receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting EE. The receipt may be issued by the AE(P)/AE/AAO.~~
- 4) ~~The Executive Engineer receiving original EMD shall also intimate tender inviting EE about deposition of EMD by the agency by email/tax/telephonically.~~
- 5) ~~The original EMD receiving EE shall release the EMD after verification from the e-tendering portal website that the particular contractor is not L-1 tender and work is awarded.~~
- 6) ~~The tender inviting EE will call for original EMD of the L-1 tenderer from EMD receiving EE immediately.~~

**INFORMATION REGARDING ELIGIBILITY
LETTER OF TRANSMITTAL**

From: _____

To
The Executive Engineer

.....
.....
.....

Name of work:-

.....

Sub-Head: -

.....

Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate: It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/ we shall be liable to be debarred, disqualified / cancellation of enlistment/ forfeiting EMD/ P.G. in case any information furnished by me/ us found to be incorrect.

Enclosures:
Seal of bidder
Date of submission

Signature(s) of Bidder(s)

GUIDELINES**Cover-I:- (Eligibility Condition)**

For qualifying the eligibility criteria, the receipt of earnest money deposited and all the documents mentioned in NDMC Form-6 should be uploaded on e-portal.

During bid evaluation, in case of erroneous documents submitted in original bid by the bidder in support of eligibility criteria, the employer at its discretion may, ask the further clarification, but new document not related with already submitted document in original bid, shall not be considered.

The list of documents to be scanned and uploaded by the bidder in support of Eligibility Condition (Part No.1).

1. Scanned copy/Downloaded Copy of generated Payment Receipt of Online Earnest Money deposition through Online EMD Payment Portal. The EMD should be deposited through Online mode on portal [https:// ndmc.procure247.com](https://ndmc.procure247.com) [In case of any exemption, relevant document may be uploaded. Scanned copy of original Bank Guarantee including e-Bank Guarantee of any Commercial Bank against balance amount of EMD (If a part of EMD is deposited through Bank Guarantee / e-bank guarantee). Scanned copy of receipt for deposition of original Bank Guarantee/e-Bank Guarantee to division office of any EE of NDMC (If a part of EMD is deposited through Bank Guarantee / e-bank guarantee). Receipt format is attached at Form-'E' of NIT.
2. Electrical Contractor License issued by designated authority from any State of India.
3. Experience of having successfully completed similar works during the last 7 years ending last day of month previous to the one in which tenders are invited.
One similar works of 80% of Estimated Cost, each costing not less than Rs. **3,16,81,172/-**

OR
Two similar works of 60% of Estimated Cost, each costing not less than Rs. **2,37,60,879/-**
OR
Three similar work of 40% of Estimated Cost costing not less than Rs. **1,58,40,586/-**.
- (i) Similar work shall mean works of: "**Supply and making of joints of 11KV or above voltage level OR Supply and laying of 11 KV or above voltage rating cable or Supplying & Laying of 11 KV HT and above Cables and joints including end terminations/ Laying of 11 KV and above cables.**".
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 previous day of last day of submission of bids.
4. Should have had Average Annual Financial Turnover of **Rs. 1,18,80,440/-(30% of the Estimate Cost)** during the immediate last Three consecutive financial years ending **31st March 2025**(Scanned copy of Certificate from CA to be uploaded in Form-A). The value of Annual Turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.

(Certificate of Financial Turnover: At the time of submission of bid contractormayupload certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet).
5. Should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet (ending 31st March 2025, balance sheet in case of private/public Ltd. Company means it is standalone financial statement and consolidated financial statement both) duly audited and certified by the Chartered Accountant in **Form-'A' format**.
6. Banker's Certificate: The contractor should have Banker's Certificate of **Rs. 1,58,40,586/-**. (40% of estimated cost put to tender [**in Form 'B'**]). The Banker's Certificate should got had issued within a period of 1 year before the last date of submission of tender.

or
Net worth certificate of Rs. **39,60,147/-** (**10%** of the estimated cost) put to tender issued by certified Chartered Accountant with UDIN [**in form 'B-1'**] (Scanned copy of original Banker's Certificate /Net Worth certificate to be uploaded).
7. **Form-E**, Structure & Organization.

8. ~~Undertaking on structural stability and soundness as per prescribed format Form 'F'. GST registration certificate of the state in which the work is to be taken up, if already obtained by the bidder~~
9. Undertaking on Non-Judiciary Stamp Paper duly attested by Notary **after publishing the date of tender.** (Separate affidavit on e-stamp paper duly notarized will be uploaded in each case and original of uploaded affidavit will become part of agreement of L-1 bidder.

"I /We_____ (Authorized signatory) of M/s_____ undertake and confirm that eligible similar works(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 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).

10. Letter of Transmittal as per Annexure-'A'.
11. Certificate of tenderer preferably on contractor letterhead that **"I /We_____ (Authorized signatory) of M/s_____** hereby certify that I/My firm have/ has not been black listed/debarred in any department of Central/State govt./Public Undertaking on account of supply of substandard material and/or poor execution/ poor performance for the last three years from the date of submission of tender.
12. GST registration certificate of the state in which the work is to be taken up, if already obtained by the bidder.
If the bidder has not obtained GST registration in the state in which the work is to be taken up or as required by GST authorities, then in such a case the bidder shall scan and upload following under taking along with other bid documents **preferably of letterhead of the bidder.**

"If work is awarded to me I /We_____ (Authorized signatory) of M/s_____ shall obtain GST registration certificate of the state. In which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by NDMC, whichever for any delay in payment which will be due towards me/us on a/c of the work executed and/ or for any action taken by NDMC or GST department in this regard.

13. ~~Bidding Capacity will be applicable for tender costing more than 15 crores. Should have bidding capacity equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:~~

$$\text{Bidding Capacity} = \{[A \times N \times M] - B\}$$

Where,

~~A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of Annual Turnover shall be brought to current costing level by enhancing at a simple rate of 7% per annum.~~

~~N = Number of years prescribed for completion of work for which bids have been invited. The value of N shall be taken as 1 (one), where the completion period is less than one year.~~

~~M = Multiplier Factor, the value of M may be taken as under:-~~

~~i. 1.5 for the tenders with estimated cost upto Rs. 1000 crore.~~

~~ii. 2.0 for the tenders with estimated cost above Rs. 1000 crore and upto 2000 crore.~~

~~iii. 2.5 for the tenders with estimated cost above Rs. 2000 crore.~~

~~a) _____ Period of completion up to 6 months to be taken as ½ year.~~

~~b) _____ Period of completion from 7 months to 12 months be taken as 1 year.~~

~~c) _____ Period of completion more than 12 months be taken as (Period of completion in months/12) year.~~

~~B = Value of existing commitments and on-going works to be executed during the next..... year
*(Period of completion of the works for which bids have been invited)~~

~~Note: (a) The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-charge. Not below the rank of an Executive Engineer or equivalent.~~

~~(b) The bidder shall have to submit an affidavit that all the information furnished is correct in all respects.~~

~~(c) Even though the bidder meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements attachments/ submitted in proof of the Bid capacity requirements.~~

~~And/or~~

~~It shall be the sole discretion of the departments to select or reject any contractor or firm who has submitted the bid capacity and/or tender document without assigning any reason.~~

Note: - The bidder should submit bidding capacity as per Form C-3.

14. An undertaking for declaration of deviation, if any, preferably on the letterhead of the contractor/firm "I /We_____ (Authorized signatory) of M/s_____ have gone through all the terms and conditions and specifications of the NIT that there is no deviation as given in my/our offer.
15. That Integrity pact forming the part of Notice Inviting Tender (NIT) is **mandatory signed preferably with stamp** and uploaded. 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. **Names and email IDs of Independent External Monitors are as follows:-**

1.	Sh. Arun Kumar Sinha,IAS(Retd.)	Email: aksinha2@yahoo.com Ph: 9810229264
----	---------------------------------	---

Duly signed, stamped and notarized Pre-Contract Integrity Pact as per **Annexure-I** executed on Non judicial stamp paper.

16. **The Bidder shall have to furnish an affidavit on non judicial stamp paper duly notarized as under:-**

"I ___ S/o ___ R/O _____ authorized signatory of the M/s___ undertake and confirm that all the documents uploaded at the time of submission of bid or physically submitted by me on behalf of M/s___ are true and genuine. That in case of any false documents found during scrutiny I shall be solely responsible on behalf of firm/ company."

(Note: Make In India Clause is applicable only where supply is more than 50% of work).

17. Self-Certification format on bidder letter-head for claiming purchase preference under the "Public Procurement preference to Make in India" order as per the following format:-

"I/we certify that the item/work/service offered are complying the Make in India guidelines issued by the Govt. of India with upto date amendments and I hereby declare that the local content of the offered product is ___ % and I am eligible for Class-I/II (Select-I and strike off the other) Local supplier as per the norms of" Make in India".

(Note: Make In India Clause is applicable only where supply is more than 50% of work).

- ~~18. Tenderer should submit valid Type Test Certificate from CPRI/ERDA/NABL accredited lab as per relevant IS/IEC (if applicable).~~

- ~~19. Duly filled GTP "Technical Data Sheet" as per technical specifications (if applicable).~~

20. Tenderer should specify make of the item(s) (if applicable).

21. Further a declaration is to be given by the tenderer that cover No.2 i.e. price bid does not contain any conditions/modifications/alterations/ suggestions etc.(for 2 bid system only).

22. Undertaking regarding complying of all the technical specifications/parameters/ other requirements as per NIT.

Cover-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/modification/alternation/suggestion is indicated in this Price Bid, the tender shall be treated as invalid.

Note: -

- (i) All the affidavits & agreement should be on or after date of publishing of tender/bid and duly notarized.**
- (ii) All the undertaking/firm's declarations should be on or after date of publishing of tender/bid.**
- (iii) Certificates/Financial Statements issued by CA without UDIN shall not be considered.**
- (iv) Department at any stage during the scrutiny of tender can ask the bidder to submit original documents uploaded in the tender, for verification. Any discrepancy noticed during verification of documents, the bid shall be liable to be rejected.**

Executive Engineer (M/S)

FINANCIAL INFORMATION (FORM - 'A')

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

Financial Year (April to March)	Annual Turnover (Rs. In Lakh)	Net (PROFIT/LOSS) as per audited P&L accounts (Rs. In Lakh)	Remarks
2020-21			
2021-22			
2022-23			
2023-24			
2024-25			

(i) Gross Annual Turn Over on Maintenance Works.

(ii) Profit/Loss (standalone financial statement and consolidated financial statement both).

II. Financial arrangement for carrying out the proposed work.

Signature of Chartered Accountant with Seal.

Signature of Bidder(s)

FORM "B"**BANKER'S CERTIFICATE FROM A COMMERCIAL BANK**

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

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

(Signature) For the Bank

NOTE:-

1. Banker's Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM B-1**FORM FOR CERTIFICATE NET WORTH FROM CHARTERED ACCOUNT**

"It is to certify that as per audited Balance Sheet and Profit and Loss Account during the financial year, The net worth of M/s(Name and Registered Address of Individual/Firm/Company), as on (The relevant date) is Rs..... after considering all liabilities. It is further certified that the Net worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date).

Signature of Chartered Accountant

Name of Chartered Account

Membership of ICAI

Date and Seal

FORM 'C'**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE
LAST SEVEN YEARS ENDING LAST DAY OF THE BID SUBMISSION**

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

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

FORM 'C-1'
PROJECTS UNDER EXECUTION

S. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto-date percentage progress of work	Slow progresses if any and reasons thereof	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder(s)

FORM 'C-3'

Calculation of bidding capacity

Details of existing commitments and ongoing works.

S. No.	Name of work/ project and location	Owner or sponsoring organization	Contract value in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Remaining work in Progress {100 – Column 7}	Existing commitment Column 4 x column 8/100	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

Total (B) =

Maximum turnover in last seven years = Rs.....

Updated value of turnover (A) = Rs.....

No. of years (N) =

Bidding Capacity = $\frac{[A \times N \times M] - B}{100}$ =

Certificate:

I certify that all the awarded and ongoing works have been included in the above list.

Signature of Bidder(s)

STRUCTURE & ORGANISATION

1. Name & Address of the bidder.
2. Telephone No./Telex No./Fax No.
3. Legal Status of the bidder (Scan & upload copies of original document defining the legal status)
 - (a) An individual
 - (b) A propriety firm
 - (c) A firm in partnership
 - (d) A limited Company or Corporation
4. Particulars of registration with various Government Bodies (Scan & upload attested photocopy)

Organization/Place of Registration	Registration No.
1.	
2.	
3.	

5. Names and Titles of directors and officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Has the bidder, or any constituent partner in case of partnership firm, limited company/joint venture ever been convicted by the court of law? If so, give details.
8. In which field of Electrical Engineering Construction the bidder has specialized and interest?
9. Any other information considered necessary but not included above.

Signature of Bidder(s)

FORM "F"

~~UNDERTAKING ON STRUCTURAL STABILITY AND SOUNDNESS OF ALREADY COMPLETED BUILDINGS AND INFRASTRUCTURE PROJECTS.~~

~~I/we undertake and confirm that any building / infrastructure constructed by our firm /partnership firm/ company has not suffered any failure, making it unfit for intended use, either due to structural design and defects or due to use of sub-standard materials or execution of sub-standard work, poor workmanship or any other reason during the last 25 (twenty five) years.~~

~~I/we, further, undertake that if such information comes to the notice of NDMC, then Engineer in-Charge shall be free to terminate the bid/agreement and to forfeit the entire amount of earnest money deposit, performance guarantee and security deposits.~~

~~I/we, also undertake that in addition to above, the Engineer in Charge shall be free to debar us forever from tendering in NDMC.~~

~~The decision of Engineer in Charge or any higher authority shall be final and binding.~~

~~Signature of notary _____ Signature of bidder or an authorized person
with seal _____ of the firm with stamp~~

~~Note: Affidavit to be furnished on a 'Non-judicial' stamp paper of Rs. 200/- (scanned copy of the notarized affidavit to be uploaded at the time of submission of bid).~~

SCHEDULE OF MATERIALS TO BE SUPPLIED BY N.D.M.C

S. No.	Description of material	Approx. Qty.	Issue rate (Inclusive of 2% storage charges) at which materials will be issued	Units in words	Place of delivery
1	NA	NA	-----	-----	NA

Engineer-in-charge**Contractor**

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

NEW DELHI MUNICIPAL COUNCIL
Percentage Rate Tender/~~Item Rate Tender~~ & Contract for Works

(A) Tender for the work of **Rate Contract for supplying & making of various types and make of H.S type Joint Boxes and End Termination and Repairing, laying of 11 KV Cables in M/N and M/S Area.**

- (i) To be submitted by 3.30 PM on 21.05.2026 to the Executive Engineer(M/S) Division, NDMC, New Delhi.
- (ii) To be opened in presence of tenderers who may be present at 4.00 PM on 21.05.2026 in the office of Executive Engineer (M/S) Division, NDMC, New Delhi.

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 here by 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 ~~30~~/ 90 Days from the due date of its opening of bid and not to make any modification in its terms and conditions.

I/We have deposited EMD through online payment mode on portal <https://ndmc.procure247.com> for the prescribed amount as per the bid document.

In respect of portion of EMD prescribed in the shape of BG, the scanned copy of original Bank Guarantee including e-Bank Guarantee (as applicable) of any commercial bank having validity for a period of 90 days for single bid and 180 days for two bid systems or more from the last date of receipt of bids (strike out as the case may be), is to be uploaded. 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 performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred 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 or 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.

Signature of the Contractor
Postal Address

Dated:

Witness:

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the NDMC for a sum of Rs.....(Rupees.....)

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

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

For & on behalf of NDMC

Signature _____

Dated: _____

Designation _____

NEW DELHI MUNICIPAL COUNCIL

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 Newspapers 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. ~~The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.~~

~~In case the lowest tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors is same, then such lowest contractors may be asked to submit revised price bid online using e-tender website, quoting rate of each item of the schedule of quantity for all sub sections/ sub heads as the case may be on the revised template which has been to them by the Tender Inviting Authority (TIA), but the revised quoted rate of each item of schedule of quantity for all sub sections / sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.~~

~~If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then 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 & the lowest contractors those have quoted equal amount of their tenders.~~

~~In case of any such lowest contractors in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractors shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.~~

~~In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.~~

~~Contractor, whose suspended for one year (earnest money is forfeited) because of non-submission of revised offer, or quoting higher revised rate(s) of any items(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the re-tendering process of the work.~~

Applicable for Percentage Rate Tender only (NDMC- 7)

4A. In case of Percentage Rate Tenders, Contractor 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.

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 revised price bid online quoting percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be on therevised template which has been sent to them by the Tender Inviting Authority (TIA) 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, or CE of the Zone, EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), & 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,
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.

Applicable for Item Rate Tender only (NDMC- 8)

- ~~8. 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.~~

~~However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.~~

Applicable for Percentage Rate Tender only (NDMC- 7)

9. 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.
10. 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.
11. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F. This guarantee shall be in the form of insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee of any Commercial Bank.
(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered amount of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks will be accepted for this purpose provided confirmatory advice is enclosed.
12. 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.
13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the contractor and government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
14. The contractor shall give a list of both gazetted and non-gazetted NDMC officers & employees related to him.
15. 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.
16. The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of Work	Name and particulars of Division Where work is being executed	Value of Work Progress	position of works	Remarks

17. Price Preference to SC/ST individual contractor for item rate/percentage rate tender:

Price preference in quoted item rate/percentage rate tenders shall be applicable to the individual enlisted/non-enlisted SC/ST contractor as under:-

- i. For work(s) upto and equal to an estimated cost of Rs.2.70 lakh a price preference upto 5% (with reference to the lowest valid tender) may be allowed in favor of individual SC/ST enlisted/nonenlisted contractor. No earnest money is required in such case(s).
- ii. For work(s) beyond an estimated cost of Rs. 2.70lakh and upto and equal to estimated cost of Rs.6.20 lakh, the price preference upto 5% (with reference to the lowest valid tender) may be allowed in favour of individual enlisted SC/ST contractor. However, earnest money at a reduce rate of ½% may be accepted in such cases.
- iii. The price preference upto 5% (with reference to the lowest valid price bid) may be allowed in favour of individual SC/ST contractor. The above concession shall be allowed only after proper verification of the individual contractor's claim of belonging to SC/ST community.

**NEW DELHI MUNICIPAL COUNCIL
CONDITIONS OF CONTRACT FOR WORKS**

Definition:-

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 NDMC and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer - in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The Site shall mean the land/or other places on, into or where 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 maybe temporary allotted or used for the purpose of carrying out the contract.
 - (iii) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The N.D.M.C or NDMC means The New Delhi Municipal Council.
 - (v) The Engineer-in-charge means the Executive Engineer who shall supervise and be in- charge of the work and who shall sign the contract on behalf of the NDMC as mentioned in Schedule 'F' hereunder.
 - (vi) Government means Central Government / Delhi Government.
 - (vii) The terms Chief Engineer includes Additional Chief Engineer also.
 - (viii) Accepting Authority shall mean the authority mentioned in Schedule 'F'.
 - (ix) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to NDMC faulty design of works.
- (x) (a) Market Rate shall be the rate as decided by the Engineer- in- charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
- Provided that no extra overheads and profits shall be payable o the part(s) of work assigned to other agency(s) by the contractor as per terms of contract
- (b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued previous day of the last date of submission of tender.
- (xi) Department means N D M C or any department of NDMC which invites tenders on behalf of NDMC as specified in schedule 'F'.
- (xii) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.
- (xiii) Tendered value means the value of the entire work as stipulated in the letter of award.

(xiv) Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

(xv) GST shall mean Goods and Service Tax-Central, State and Inter State.

(xvi) Extra Items are those items which are not available in the contract.

(a) Non Schedule Extra items are those items which are not available in the Standard Schedule of Rates specified in Schedule F.

(b) Scheduled Extra Items are those items which are available in the Standard Schedule of Rates specified in Schedule F.

(xvii) **Completion Cost:** The completion cost includes gross amount of work done, amount of extra item (s) and deviation (s) and escalation amount admissible as per agreement etc.

(xviii) **Concurrent Delay :**Concurrent delays are those delays occurring in the work concurrently in any combination or combination of all delay fall under different sub clauses 5.2, 5.3 and 5.5.

(xix) **Maintenance Work:** Maintenance work(s) are those work(s) which includes upgradation, aesthetic improvement, special repair, addition / alteration, annual repair, comprehensive maintenance work etc.

(xx) **Adolescent Person:** A person who has completed his/her fourteenth year of age but has not completed his eighteenth year.

(xxi) **Hazardous Works :**Hazardous process /works are the works as defined in the Clause (cb) of the Factory Act, 1948.

3. **Scope and Performance**

- (i) 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.
- (ii) Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- (iii)The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender documents. None of these documents shall be used for any purpose other than that of this contract.

4. **Works to be carried out**

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

5. **Sufficiency of Tender**

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

6. Discrepancies and Adjustment of Errors

6. The several documents forming the Contract are to be taken as mutually explanatory or 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 Condition.

6.1 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) NDMC Specifications.
- (v) Indian Standard Specifications of B.I.S.

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

6.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the work comprised therein according or drawings and specifications or from any of his obligations under the contract.

7. Signing of Contract

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

- i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- ii) Standard N .D .M .C Form as mentioned in Schedule 'F' consisting of:
 - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.

(b) NDMC Safety Code

(c) Model Rules for the protection of health, sanitary arrangements for workers employed by NDMC or its contractors.

(d) Contractor's Labour Regulations.

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

iii) No payment for the work done will be made unless contract is signed by the contractor.

9. For ERP Portal as defined in herewith, NDMC 311 Apps / ERP Portal of NDMC / NDMC IT solution shall be read and followed by Contractor and Engineer-in-Charge or any other mechanism made and enforced by NDMC IT Department for project monitoring.

10. In the event of successful tenderer being a firm/company, then the agreement shall be signed by all the partners or directors thereof individually. In the event of the absence of any partner/director, it shall be signed on his behalf by a person holding a power of attorney (duly notarized by notary public or board resolution in case of company) authorizing him to do so.

Contractor

Engineer-in-Charge
Executive Engineer (E) M/S
For & on behalf of NDMC

CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government 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 Government to make good the deficit

- (ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall initially valid up to the stipulated date of completion plus minimum 6 months 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. However, in case of contracts involving maintenance of building and services/ any other work after construction of same building and services/other works, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

- (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 (not withstanding 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 herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay NDMC any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

- (iv) 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.

- (v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer- in-charge with the approval of Superintending Engineer /Project Manager / Chief Engineer/ Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

CLAUSE 1 A**Recovery of Security Deposit**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit NDMC at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered amount of the work. Such deductions will be made and held by NDMC by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. 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 terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by NDMC on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Secretary NDMC, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs.5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/ other work, then 50% of performance guarantee shall be retained as security deposit. The same shall be returned yearwise proportionately.

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

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

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A

CLAUSE 2**Compensation for Delay**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work

- (i) With maximum rate 1% (one percent) maximum per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year
- (ii) With maximum rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six months and upto one year
- (iii) With maximum rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six months

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on. date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

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 Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F. or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding 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 Compensation for Delay

For Maintenance Works estimated cost upto Rs. 25 Lacs. If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule F may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the work remains incomplete in the following manners :-

- i. If there is no hindrance, compensation shall be levied if work is incomplete.
- ii. If site is not available there will be no compensation.

- iii. If there is partial hindrance then engineer- in -charge will compare amount of work executed in available hindrance free time w.r.t. total time and total work. Compensation will be levied if actual work executed is less than as calculated on pro rata basis.

Compensation for delay of work

- (i) With maximum rate 1% (one percent) per month of delay to be computed on (1) per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year.
- (ii) With rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six month and up to one year.
- (iii) With rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six month.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be i no waiver of right to levy compensation by the said authority if the work remains incomplete on stipulated date of completion.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F. The compensation for delay, if not decided before the determination of contract, shall be decided after determination of contract.

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 Government.

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, not following safety norms inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement 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 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 or section of work with individual date of completion on or before the stipulated date or justified extended date, on or before such date(s) of completion and the Engineer in Charge without any prejudice to any other right or

remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-charge the contractor will be unable to complete the same or does not complete the same within the period specified.

- (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 agree to give to any person in 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 NDMC.
- (vi) If the contractor shall enter into a contract with 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.
- (vii) If the contractor had secured the contract with NDMC as a result of wrong tendering or other non-Bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor 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.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.
- (xii) When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the NDMC shall have powers:
 - (a) To determine the contract as aforesaid so far as performance of work by the contractor is concerned (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered security deposit payable, 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 contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined 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 provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, or one month whichever is higher, either party may close the contract by given notice to the other party stating the reasons. In such eventuality, the performance guarantee of the contract shall be refunded within 15 (30) days. Neither party shall claim any compensation for such eventuality. The clause is not applicable for any breach of the contractor by either party.

CLAUSE 4

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

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

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the contractor committees default in commencing the execution of the work as aforesaid and such default continues even after time period specified in the notice in writing by the Engineer-in-Charge then the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

The contractor shall stand determined when such decision of forfeiture of the performance guarantee is issued to the contractor.

5.1 (i) The contractor as soon as possible but within 7 (Seven)days of issue of letter of award of work shall submit a time and progress chart to the Engineer-in-Charge such chart shall be made in due consideration of

- a) Schedule of handing over of site as specified in the Schedule 'F'
- b) Schedule of issue of design(s) drawings if applicable as specified in the Schedule 'F'

The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) days of receipt of such chart, make modification thereafter, if any, and communicate the approved chart to the contractor, failing which the chart submitted by the contractor shall be deemed to be approved by the Engineer-in- Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents,

- (ii) In case of non submission of time and progress chart by the contractor the chart prepared by the Engineer-in-Charge shall be deemed to be final.
- (iii) The approval by the Engineer-in-Charge of such program shall not relieve the contractor of any of the obligations under the contract.
- (iv) The contractor shall submit the Time and Progress Chart containing up to date progress of work using the mutually agreed software or in the format decided by Engineer-in-Charge such chart shall be submitted by the contractor on or before 5th day of each month failing which a recovery as mentioned in schedule "F" shall be made at the earliest from running account bill without any notice in this regard.
- (v) While recording the hindrances in the progress of the work, due consideration should be given to the cause of hindrances. The hindrances shall be segregated in the following categories :
 - (a) Delays due to reasons beyond the control of both parties (sub-clause 5.2)
 - (b) Delays attributable to the Department and concurrent delays (sub-clause 5.3)
 - (c) Delays solely attributable to the contractor (sub-clause 5.5)

5.2 Delays due to reasons beyond the control of both parties

If the work(s) be delayed by:-

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
- (vi) any other cause like above which, in the reasoned opinion of Engineer-in-Charge is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall within 03 days giveonline notice thereof through NDMC ERP/IT portal to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

The contractor shall have no claim on account of any hindrance in case notice(s) are not given by the Contractor through NDMC ERP/IT portal.

The Engineer-in-Charge on receipt of such notice (s) after considering the factual ground situation, shall either acknowledge or reject the notice(s).

In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency.

The decision of Engineer-in-charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.

The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgement of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice.

In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five) days of occurrence of hindrance on ERP portal provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3 Delays attributable to the department

In case the work is hindered in the opinion of the contractor, by the Department for any reason/event, for which the Department is responsible, then upon the happening of such event causing delay, the contractor shall within 3 (three) days give online notice there through ERP Portal 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.

The contractor shall not be entitled for any hindrance in case notice(s) are not given by the contractor through ERP Portal.

The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s).

In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency.

The decision of Engineer-in-Charge with regard to nature of event causing delay, its start and end date, as has been finalized during acknowledgement of notice, shall be final and binding.

The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgement of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice.

In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five) days of occurrence of hindrance on ERP portal provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and shall have no claim of damages.

5.4 Rescheduling of Miles Stones and Extended date of completion

Request for rescheduling of Mile stones and/or extension of time, shall be made by the Contractor through ERP portal once in a month on the basis of hindrances accepted by Engineer-in-Charge under Sub Clause 5.2 and Sub Clause 5.3. The Contractor shall indicate in such a request number of days by which rescheduling of milestone/s and/or extension of time is desired.

The authority as indicated in Schedule 'F', after examining the request, shall give a fair and reasonable extension of time for completion of work and simultaneously reschedule the milestone(s), if required so. The authority shall consider all the hindrances accepted as per subclauses 5.2, 5.3 and 5.5.

The authority shall decide rescheduling of milestone(s) and extension of time within 21 (Twenty One) days of the request submitted by the contractor through ERP portal. In event of no request by the contractor for rescheduling of milestone(s) and extension of time, the authority as indicated in Schedule F, after affording opportunity to the contractor, may give fair and reasonable extension of time based on hindrances accepted by Engineer-in-Charge and reschedule the milestone(s) once in a month. Such justified extension of time shall determine the 'extended date' of completion of work.

- 5.4.1 Provided that the end date of any event causing delay shall not fall beyond the date of request for extension of time or rescheduling of milestone(s) by the contractor. In case end date of event falls beyond the date of submission of said request, then period for extension up to date of application shall be considered in the said request for events eligible for consideration and remaining period shall be applied in subsequent request of extension of time or rescheduling of milestone(s).

Engineer in charge shall finalize reschedule a particular mile stone before taking an action against subsequent mile stone such extension or rescheduling of the milestones shall be communicated to the contractor by the authority as indicated schedule F in writing, within 21 days (Twenty One) Days of the date of receipt of such requires from the contractor on ERP Portal.

5.5 Delays attributable solely to the contractor

In case the work is delayed by reasons solely attributable to the contractor, then Engineer-in-Charge or his representative(s) may record the event causing delay within 05 (five) days of occurrence of delay in the ERP portal. Contractor shall take the notice of the same for necessary action. He may submit his version, if any within 05 (Five) days. Engineer-in-Charge, considering the version of the contractor, will take decision on such recording of the event and the decision of the Engineer-in-Charge shall be final and binding.

The contractor shall be liable for levy of compensation for such delays (i.e. for the period beyond the justified extended date of completion as determined in sub clause 5.4 and this default of contractor shall be dealt in conjunction with clause 2 of the contract.

In case the work is delayed, due to hindrances attributable solely to the contractor, beyond the justified extended date (as stated in sub clause 5.4), the authority indicated in Schedule 'F', without prejudice to provisions to take action under Clause 3 may grant extension of time required for completion of work without rescheduling of milestone(s) and extend the date of completion.

Clause 5A

~~Time is the essence of the contract~~

~~For Maintenance Works estimated cost upto Rs.25 Lacs~~

~~The time allowed for execution of the work as specified in the Schedule 'F' shall be the essence of the Contract i.e. the contract period will not be extended. The execution of the work shall commence from such time period as mentioned in schedule 'F' commits default in commencing the execution of the work as aforesaid the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the NDMC without prejudice to any other right or remedy available in law.~~

CLAUSE 6

Computerized Measurement Book (CMB)

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

All measurements and levels of work done during the period covering latter half of the preceding calendar month and first half of the calendar month shall be recorded by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB) through NDMC ERP portal and Computerized Level Book (CLB) respectively having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works executed under the contract during the said period. Such proforma computerized measurement and level books (along with soft copy)

shall be submitted in triplicate through letter of transmittal to the Engineer-in-charge giving details of number of CMBs and CLBs and their number of Pages by 20th day of every calendar month.

In case of EMB, the contractor shall record measurement online on ERP Portal and shall raise RFI (request for Inspection) online for approval by Engineer-in-charge or his/her authorized representative. The contractor shall create EMB for the approved RFIs and take printout of EMB having pages of A-4 size duly bound with its pages machines numbered. This online printed EMB shall be submitted in triplicate through letter of transmittal to the Engineer-in-charge giving details of number of EMB and there number of pages by 20th day of every calendar month.

All such monthly measurements and levels recorded by the contractor' 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.

In case of CMB/CLB, if after verification by the Engineer'-in-charge and/or his authorized representative, any change is required, then the same shall be done by the Engineer-in-charge and/or his/her authorized representative in CMB/CLB under the dated signature, name and designation of the person seeking the change in all the three copies of proforma CMB / CLB. All changes are to be finally authorized by the Engineer-in-Charge. Thereafter one copy of the corrected and authorized proforma CMB / CLB shall be sent by the Engineer-in-charge to the Contractor and another copy shall be sent by the Engineer-in-Charge to his authorized representative and the third copy shall be retained by the Engineer-in-charge in his office. The Contractor shall then have to submit final CMB /CLB without any corrections to the Engineer-in-Charge who shall get it cross checked from the corrected and authorized proforma CMB / CLB.

In case of EMB, if after verification by the Engineer-in-charge or his/her authorized representative, any change is required, then Engineer-in-charge or his/her authorized representative seeking the change shall return the online rejected measurements to the contractor for incorporating the changes. The contractor shall resubmit such measurements online after making necessary changes, all the changes are to be finally authorized by the Engineer-in-charge or his/her authorized representative. The contractor shall create EMB for the approved RFI, submit printout of the final EMB, having pages of A-4 size, without any correction and shall get it cross checked from the online record of measurements available on ERP portal-

Once the Engineer-in-charge is satisfied that CMB / CLB / EMB is free from any corrections, modifications, over-writings, and insertions etc., he shall assign a number in continuation to the existing series of CMB / CLB / EMB of his office as per register of CMBs / CLBs / EMBs maintained in his Division office and intimate the assigned serial number of the CMB /CLB /EMB to the Contractor.

If the contractor fails to submit the CMB / CLB / EMB along with abstract of measurements for the work done continuously for two months, then the Engineer-in-charge shall get the executed work measured ex-parte after giving a notice of seven working days to the Contractor in writing either through site order book or any other mode of correspondence. The ex-parte measurements so undertaken by the Engineer-in-Charge shall be final and binding on the Contractor and shall be outside the purview of Clause 25 of this GCC.

Resources deployed by the Engineer-in-charge for ex-parte measurements, subject to minimum of Rs 7500.00 per such two-monthly cycle of ex-parte measurement, shall be at the risk and cost of the contractor and shall recovered from his bill. A copy of such ex-parte measurements shall be sent to the contractor for his record.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

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 measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge 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 checked and correct dimensions thereof 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 days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking 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 department to check the measurements/ levels recorded by contractor 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 checking and/or test checking the measurements / levels of any item of work in the measurement book and/or its 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 over measurement or defects noticed till completion of the defects liability period..

CLAUSE 7

Payment on Intermediate Certificate to be regarded as Advances-

~~No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of the Department in triplicate on or before the 7th day of every calendar month of the measurements recorded upto previous month as per clause 6.~~

~~The contractor shall not 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 the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.~~

~~However, to expedite the progress of work, Engineer in Charge, on the request of contractor, may make interim payment(s) even before the net payment limit specified in Schedule 'F' is achieved. In such case(s) no interest, compensation shall be recoverable from contractor. Such payment by Engineer in Charge shall not be construed as waiver of limit specified in Schedule 'F' for subsequent interim payment(s).~~

~~An amount of ad hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer in Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor.~~

~~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.~~

~~If the contractor fails to submit the bill for the work done upto defined date continuously for two months, then the Engineer in charge shall get the bill prepared ex parte after giving a notice of seven working days to the Contractor in writing either through site order book or any other mode of correspondence. The ex parte bill so prepared by the Engineer in Charge shall be final and binding on the Contractor and shall be outside the purview of Clause 25 of this GCC. In the event of preparing the bill by the Engineer in Charge, no claims whatsoever due to delays on payment including that of interest shall be admissible to contractor.~~

~~Resources deployed by the Engineer in charge for ex parte preparation of bill, subject to minimum of Rs 5000.00 per such two monthly cycle of ex parte bill, shall be at the risk and cost of the contractor and shall be recovered from his bill. A copy of such ex parte bill shall be sent to the contractor for his record.~~

~~In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor.~~

~~All such interim payments shall be regarded as payment 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 department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.~~

~~The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Assistant Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to 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 to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum on the advance payment made to the contractor, shall be paid to the NDMC from the date of expiry of prescribed time limit.~~

Payments in composite Contracts

~~In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.~~

~~In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer-in-charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.~~

~~In case of correction/rejection/short documents it will be mandatory for Engineer-in-Charge to give recorded reasons for correction/rejection/submission of additional documents within seven days after submission of running bill by the contractor.—~~

CLAUSE 7A

- ~~(a) No Running Account Bill/Final Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.~~
- ~~(b) The following documents shall also be part of the bill submitted by the contractor (these documents shall be owned by the contractor) before making payment:-~~
 - ~~1. Details of person employed with date of their employment upto previous month.~~
 - ~~2. Documents of payment made to the employees directly into their bank accounts upto previous months.~~
 - ~~3. Documents of attendance through biometric attendance or other mode upto previous month.~~
 - ~~4. Documents of deposition of EPF and ESI deduction in the employee's accounts upto previous month.~~

5. ~~Any penalty imposed on the agency for delay in disbursing payment and deposition of EPF and ESI deductions in the employee's accounts up to previous month.~~
6. ~~Any other document(s) required as per statutory requirements and / or as directed by Engineer-in-Charge.~~
- (c) ~~In case, any of the documents submitted by the contractor is found false or forged at a later date, action for debarment of contractor will be taken by the SE/CE concerned.~~

CLAUSE 7B

Payment to third party

~~If the exigencies of the work so demand, the engineer-in-charge may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions:~~

- a. ~~The contractor gives an authority letter addressed to the engineer-in-charge on a non judicial stamp paper of Rs. 100 in the format given below.~~

~~I/we authorized the Executive Engineer (_____) NDMC to pay directly on my/our behalf to(nameof the third party) an amount of Rs.....(Rupees in words) for the work done or supplies made by (nameof the third party). I/we shall be responsible for the quality and quantity of the same under the provisions of agreement number.~~

Signature of the contractor

- b. ~~The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.~~

CLAUSE 8

Completion Certificate

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and the Engineer-in-Charge within Seven days of the receipt of intimation of Completion from Contractor will inspect the work and satisfy himself about completion of work, then intimate to the concerned authorities as mentioned in Schedule F for issuance of Completion Certificate. The concerned authorities will inspect the work and issue completion certificate within 30 days of receipt of such intimation.

The Engineer-in-Charge shall furnish to the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects

- (a) to be rectified by the contractor and/or
(b) for which payment will be made at reduced rates, shall be issued.

But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A

Contractor to Keep Site Clean

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or

premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

CLAUSE 9

Payment of Final Bill

- i. The final bill shall be submitted by the contractor to the Engineer-in-Charge in the same manner as specified in interim bills within Three Months of physical completion of the work or within One Months of the date of the final completion certificate of completion furnished recorded by the Engineer-in-Charge whichever is earlier. At the time of submission of the final bill, receipt will be given by the O/o Engineer-in-Charge.
- ii. In case of correction/rejection/short documents, it will be mandatory for Engineer-in-Charge to give recorded reasons for correction/rejection/submission of additional documents within fifteen days after submission of final measurement and/or final bill by the contractor.
- iii. Final bill will be accepted with all pre-requisite documents such as sanctioned copies of extra items and deviation in quantities, escalation statements, recovery statement, theoretical statement, completion certificate, final extension of time case, mandatory tests statement dismantled materials account and other documents as mentioned in Clause-7A etc.
- iv. An undertaking along the final bill will be submitted by the contractor that "I/we hereby undertake that all the measurements/claims payable under this contract have been included in the final bill and will not submit any other bill/claims in future under this agreement thereafter."
- v. 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 for those items which are in dispute on account of quantity and/ or rates shall be paid at approved quantity and/ or rates by the Engineer-in-Charge, within Three Months period. The period of three months will be reckoned from the date of receipt of the bill in complete shape after necessary correction/ additional documents, by the Engineer-in-Charge.
- vi. In case of foreclosure / determination of contract, if the contractor fails to submit the EOT case, final measurement / bills within 30 days of foreclosure / determination, the final bill will be prepared and decided by the Department. The final bill shall only be paid after with holding amount equivalent to maximum compensation to be levied on the contractor.
- vii. If the final bill, in complete shape is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department after prescribed time limit a simple interest @ 5% per annum may be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor contains all the document as mentioned para – iii & iv above.

If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department after prescribed time limit a simple interest @ 5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.

CLAUSE 9A

Payment of Contractor's Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by NDMC or his signature on the bill or other claim preferred against N D M C before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial

institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis the NDMC.

CLAUSE 10A

Materials to be provided by the Contractor

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

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 thereof 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.

Field Laboratory: The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F at site for conducting routine field test.

External Laboratory: Letter for submitting samples for testing of material shall be sent through e-mail to the Lab by authorized representative of Engineer-in-Charge or Engineer-in-Charge of the work along with names of test to be done on the material.

The contractor shall collect the sample from the site and submit it to the lab ; make necessary payment for testing charges. He will inform on the same day through email to authorize representative of Engineer-in-Charge and Engineer-in-Charge regarding submission of sample (s) and payment made to the lab. If he either fails to collect or submit the samples to the lab within 03 days or in time as prescribed in the specifications, whichever is earlier, the Engineer-in-Charge shall collect and submit the samples and make

necessary payment for testing charges to the lab. In such case, Engineer-in-Charge shall make recovery on account of collection and submission of samples to the lab and paid testing charges etc. from the next R/A bill / final bills of the contractor. This action of Engineer-in-Charges shall be final and binding.

If the contractor fails three times in collection and / or submitting sample(s) and / or fails to make payments for testing charges, the contractor shall be debarred from tendering in NDMC for a period of 02 years.

The Contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests including tests (either tests required to be repeated). The lab shall be equipped at least with the testing equipment as specified in schedule F and No reimbursement will be for tests either it happens once or repeated.

(ii) Maintenance of Material at Site (MAS) Register

- (a) MAS register of the key materials including Cement, Steel Bitumen, Paint, Primer, Distemper, Varnishes, Tile Adhesive, Admixture, Anti termite chemical Water proofing compound material and other items as required by Engineer-in-Charge, and shall be maintained as per proforma in Appendix-XX of GCC. All the entries in the MAS registers are made by the designated staff of the contractor and same is reviewed weekly by the authorized representative and fortnightly by the Engineer-in-Charge. However, contractor is responsible for maintenance and safe custody of MAS registers.
- (b) The self-attested copies of tax paid bill of all the materials entered in the MAS register shall be submitted by the contractor at the time of review by representative of Engineer-in-Charge. In case of any doubt, genuineness of the text paid bills; it can be verified by the representative of the Engineer-in-Charge or the Engineer-in-Charge, however, onus of genuineness of tax paid bills rest with contractor.

CLAUSE 10B

Secured Advance on Material

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

CLAUSE 10C

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

~~If after submission of the tender, the price of any material incorporated in the works and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any variation of rate in GST applicable on such materials being considered under this clause) 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, then the amount of the contract shall accordingly be varied.~~

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and /or wage 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 rules or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause), N D M C shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after the date of coming into force of statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into 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 shall 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 materials and/or wages of labour, give notice thereof to the Engineer in Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on minimum daily wages in rupees of any unskilled majdoor, fixed under any law statutory rule and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub para (ii) of clause 10CC except the amount of full assessed value of secured Advance.

CLAUSE 10 CC

Payment due to increase/decrease in Prices/ Wages (excluding materials covered under clause 10 (CA) after Receipt of Tender for Works

If the prices of materials 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. Such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in schedule F. such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions :-

- (i) The base date 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 escalation will be payable shall be reckoned as below:
 - (a) Gross value of work done up to this quarter: _____ (A)
 - (b) Gross value of work done up to the last quarter: _____ (B)
 - (c) Gross value of work done since previous quarter (A-B) _____ (C)
 - (d) Full assessed value of Secured Advance fresh paid in this quarter: _____ (D)
 - (e) Full assessed value of Secured Advance recovered in this quarter: _____ (E)
 - (f) Full assessed value of Secured Advance for which escalation payable in this quarter (D-E): _____ (F)
 - (g) Advance payment made during this quarter: _____ (G)
 - (h) Advance payment recovered during this quarter: _____ (H)

- (i) ~~Advance payment for which escalation is payable in this Quarter: (G-H) (I)~~
- (j) ~~Extra items/deviated quantities of items paid as per Clause 12
Based on prevailing market rates during this quarter: (J)
Then, $M = C + F + I - J$
 $N = 0.85 M$
Cost of work which escalation is applicable
 $W = N$~~

(iii) ~~Components for materials (except cement, reinforcement bars, structural steel P.O.L) labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. 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 shall be worked as per the formula given below: (a) Adjustment for civil component / electrical component of construction 'Materials'~~

$$\frac{V_m}{100} = \frac{W \times X_m \times MI - M_{I_0}}{M_{I_0}}$$

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 P.O.L) 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 weightages 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 updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorated basis only as cost of extra work x stipulated period/tendered cost shall be considered) if updated stipulated date of completion as calculated on prorated basis does not cover full calendar month then indices will be considered or restricted to previous month.

M_{I_0} = 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.

(v) The following principles shall be followed while working out the indices mentioned in para (iv) above.

(a) ~~The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the measurement book by the assistant engineer/date of submission of bill finally be the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.~~

(b) ~~The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.~~

(vi) ~~The compensation for escalation for labour shall be worked out as per the formula given below:-~~

$$VL = W \times \frac{Y}{100} \times \frac{Ll - Llo}{x}$$

VL : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W : Value of work done, worked out as indicated in sub para (ii) above.

Y : Component of labour expressed as a percentage of the total value of the work.

Ll : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis on ly as cost of extra work x stipulated period/tendered cost shall be considered.) if updated stipulated date of completion as calculated on pro-rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

Llo : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

(vii) The following principles will be followed while working out the compensation as per sub para (vi) above.

(a) The minimum wage of an unskilled mazdoor mentioned in sub para (vi) above shall be the higher of the wage notified by NDMC, ministry of labor and that notified by the local administration both relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:

(a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.

(b) the Engineer in Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub clause shall be implemented from time to time and the decision of the Engineer in Charge in this behalf shall be final and binding on the contractor.

(ix) Provided always that:-

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

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

Note: updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10C and 10CC after work. The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C and clause 10CC.

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 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 workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule 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 the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurement 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 alteration 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 works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost shall, in no case, exceed 1.5 times the contract amount. Contractor will devise a system to keep a watch on quantum of work taken up vis- -vis balance items required to complete defined scope of work and will give the alerts to Engineer_in-Charge before taking up extra item(s), deviations(s) so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid.

Engineer-In-Charge will verify and confirm the alerts before assigning the deviations (s) and / or extra items (s) to the contractor. If additional works (s) is required to complete defined scope of work beyond above limit then Engineer-In-Charge may take up such work(s) separately. The contractor will not have any claims(s) whatever on this account.

12.1 The time for completion of the work shall, in the event of any deviations (s) and extra item(s) resulting in additional cost over the contract amount will be extended, if requested by the contractor, as follows:-

- (i) In the proportion to the additional cost of work, bears to the original contract amount plus
- (ii) 25% of the time calculated in (i) above.

12.2 Deviation Extra items and pricing -

Extra items are those which are not available in the contract.

- (a) Non Schedule Extra Item(s) - The contractor, shall within fifteen days of the receipt of order to execute extra item(s) or occurrence of the item(s), submit analysis of rate of extra item(s) based on the rate(s) of the material(s) available in basic rate of Standard Schedule of Rate mentioned in schedule F and rate(s) of the material(s) based on tax paid bills which are not available in Standard Schedule of Rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in Schedule of Rate(s) mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.

The rate(s) of the material(s) which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on tax paid bill(s) for the material(s) as defined in manufacturer's specification.

Materials rate(s) from Standard Schedules of Rate(s) shall be given priority in the analysis of rate(s)/

The rate of extra item will be

- (i) Analysis rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.
- (ii) Analyzed rate, if the Contract amount is above the estimated amount put to tender.

Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.

Where the contractor submits analysis of rate(s) of extra item(s) in the manner prescribed above, the Engineer-in-Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to analysis of rates and other documents submitted by the contractor determine the rate(s) of the extra item(s). The contractor shall be paid in accordance with the rate(s) so determined.

However provisional rate(s) on the basis of invoice will be allowed by the Engineer-in Charge. Invoice shall be accepted only for material(s) not available in the Standard Schedule of Rates mentioned in Schedule F.

The contractor while submitting the tax paid bill of purchased material(s) shall ensure that rate(s) of the materials are reasonable and lowest available in the market. If Engineer-in-Charge feels rates in tax paid bill(s) submitted by contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-Charge is the final authority to decide applicable rate(s) of material(s).

(b) Scheduled Extra Items

- (i) For percentage rate tender, the extra item(s) shall be paid as per the standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/ below quoted by the contractor on estimated cost put to tender.
- (ii) For item rate tender, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (Contract amount divided by estimated cost put to tender).

The rate(s) of extra item(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor.

12.3 Deviation, deviated quantities pricing

All the deviated quantities shall be paid at agreement rates.

12.4 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, 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.

12.5 Cost Index

Cost index/IEEEMA Variation Latest available Cost index at the time of beginning of execution of extra item and deviation shall be used in sub-[Note Annotation]46clauses 12.2 (a), 12.2 (b) and 12.2 (c) for calculation of rates of extra items.

12.6 Labour Rates

Labour rates will be based on latest available circulars issued by Central Govt. or State Govt. whichever are higher as well as applicable for the work.

CLAUSE 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduce in scope the engineer in charge. NDMC shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) NDMC shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however 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 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) Reasonable compensation for transfer of T&P from site to contractor's permanent stores or to his other works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) 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), (iii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the 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 tool, 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..

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

CLAUSE 14

Carrying out part work at risk & cost of contractor

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to NDMC, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
 - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor. The contractor, from whom a part work / part incomplete work of any item(s), has been taken out of his hands, shall not be allowed to participate in the tendering/quotation process of part work / part incomplete work of any item.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by NDMC because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by NDMC in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by NDMC

as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to NDMC in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails 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 building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

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 not 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 items 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 or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining 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 reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by NDMC or where it affects whole of the works, as an abandonment of the works by 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 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.

CLAUSE 16

Action in case work not done as per Specifications

All works under or in course of execution or 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, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance 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 Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (One year in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the 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 authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and 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 defect liability period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (One year (six months) in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or

from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (One year in the case of work costing Rs. Ten lacs and below except road work) 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 this contract, half of the security deposit will be refundable after One year (six months) and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

CLAUSE 18

Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, 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 requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for 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 or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18 A

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, NDMC is obliged to pay compensation to a workman employed by the contractor, in execution of the works, N D M C 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, 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 NDMC to the contractor whether under this contract or otherwise. NDMC shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to NDMC full security for all costs for which 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, 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 19H or under the Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by NDMC Contractors, NDMC will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the NDMC under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, 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 NDMC to the contractor whether under this contract or

otherwise NDMC shall not be bound to contest any claim made against it under sub- section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the NDMC full security for all costs for which NDMC might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Contractor

The contractor shall also comply with the provisions of the contract labour (Regulation and abolition) act 1970 and the contract labour (Regulation and abolition) central rules 1971.

The contractor shall obtain a valid license under the said act before the commencement of the work, and continue to have a valid license until its completion.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, amended by amendment Act No.35 of 2016 and thereafter time to time.

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.

The contractor shall also comply with provision of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

No person below the age of Fourteen years shall be employed on the work. However, adolescent persons can be employed on none hazardous work / process.

CLAUSE 19 B

Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through sub- contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971 and Gazette Notification 19.01.2017, S.O. 188 (E) Extra Ordinary Part 2-sec. 3 (ii) amended time to time.

Thus higher of the wages either notified by Govt. of India, Ministry of Labour/or that notified by the local administration of the state Government both relevant to the place of work and the period of reckoning shall be paid by the contractor to the labourer.

- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, 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.

- (iv) (a) The Engineer-in-Charge concerned 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-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid 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.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970 Gazette Notification 19.01.2017, S.O. 188 (E) Extra Ordinary Part 2-sec. 3 (ii) and the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified NDMC against payments to be made under and for the observance of the laws aforesaid and the NDMC Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per NDMC Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in schedule F for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 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 for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- 5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to NDMC, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

CLAUSE 19E

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

CLAUSE 19 F

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

1. Leave :

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

2. Pay :

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

3. Conditions for the grant of Maternity Leave:

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

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

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the NDMC Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the NDMC a sum as decided by the authority mentioned in schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in- Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the NDMC Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and as per approved standards all necessary huts and sanitary arrangements required for his/their 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(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H

The contractor(s) shall at his/their own cost arrange appropriate accommodation for his/their labour employed which should have proper doors, windows, ventilation, water supply drainage & sanitary installation etc.

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 contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

CLAUSE 19 J

~~It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer in Charge with vacant possession of complete building. If such building 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 treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer/Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.~~

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

CLAUSE 19 K

Employment of skilled/ semi-skilled workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute

such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule F per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs.5 crores.

For work costing more than Rs.10 Crores, and upto Rs.50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

For work costing more than Rs.50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be borne by the NDMC. The necessary space and workers shall be provided by the contractor and no claim whatsoever shall be entreated.

Clause 19L

Contribution of EPF and ESI

It will be mandatory for all the agencies to register with ESI and EPFO departments within 30 days of the award of the work unless exempted by the provisions of ESI and / or EPFO and as amended time to time. The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployed labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The agency shall submit an affidavit on a stamp paper of Rs. 100 that the employees were engaged fully and exclusively on the work for which the claim is being made. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

Clause 19M

Sexual Harassment of Women at Workplace :

The contractor shall also comply with provision of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time or any other rules framed under any labour law affecting women worker(s).

CLAUSE 20

Minimum Wages Act to be complied with

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Gazette Notification 19.01.2017, S.O. 188 (E) Extra Ordinary Part 2-sec. 3 (ii) 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 to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public

officer or person in the employ of 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 the course specified in Clause 3 hereof in the interest of NDMC and in the event of such course 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 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 works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

Life Cycle cost

The Contractor shall be responsible for safely quality and soundness of the building including structural element beyond maintenance. The contractor shall have obligation to rectified such defects to minimum upto 5 (Five) years from the date of completion of work. The defects have to be rectified within resalable time not exceeding 45 days after issue of notice by engineer in charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

CLAUSE 25

Jurisdiction of Court

The Bidding Process / Agreement / Concession Agreement / Contract entered into between both the parties shall be governed by and construed in accordance with the laws of India.

The courts at New Delhi shall have the sole and exclusive jurisdiction to try and decide all disputes / differences arising under, pursuant to and/ or in connection with the Bidding Process / Agreement / Concession Agreement / Contract entered into between both the parties.

CLAUSE 26

Contractor to indemnify NDMC against Patent Rights

The contractor shall fully indemnify and keep indemnified the NDMC against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against NDMC in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the NDMC 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**Lumpsum Provisions in Tender**

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items 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 payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 28**Action where no Specifications are specified**

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District 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**Withholding and lien in respect of sum due from contractor**

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-charge or the 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 NDMC 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 E n g i n e e r - i n - c h a r g e or the NDMC or any contracting person through the Engineer-in-charge pending finalization of 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 NDMC will be kept withheld or retained as such by the Engineer-in-charge or NDMC till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the Jurisdiction of Court clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in charge or the NDMC shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) NDMC shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for NDMC to recover the same from him in the manner prescribed in sub-clause(i) of this clause or in any other

manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by NDMC to the contractor, without any interest thereon whatsoever.

Provided that the N D M C shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

CLAUSE 29A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or 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 any other contract made by the contractor with the Engineer-in-Charge or the NDMC or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer in Charge or the NDMC 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 Jurisdiction of Court 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 29B- DELETED

CLAUSE 30

Water for works

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

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

CLAUSE 30A

Alternate water arrangements

- (i) The Contractor has to make his own arrangement for treated water from any of the treatment plants.
- (ii) In case the treated water is procured from NDMC plant, subject to availability of treated water, the charge shall be borne by the contractor @ Rs70/- per KL including all taxes, which will be deducted from contractor's bills.
- (iii) The agency will have to ensure that the latest guidelines regarding testing and safety measures etc for use of treated water are properly followed.
- (iv) It shall be ensured that all the places of storage of such water if may written as " STP WATER " NOT FOR DRINKING PURPOSE".
- (v) All workers who may be in contact with the such water should wear protective gloves, boots, goggles etc.
- (vi) Contractor has to get water tested in every 3 months.
- (vii) In case STP water is not available and the contractor shall have to arrange the water from any other source of water with supporting documents and test report. If contractor fails to submit the supporting documents and test report then 1% water charges will be deducted from contractor's bills

CLAUSE 31**Hire of Plant & Machinery**

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.

CLAUSE 32**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.

- (iii) For works with estimated cost more than Rs. 10 Crores and stipulated time period more than 6 months :

The contractor shall ensure that at least one deployed technical representative shall be trained in courses related to NDMC specifications, labour laws, safety rules etc. of duration not less than 5 working days either through National CPWD Academy (NCA) or National Institute of Construction Management and Research (NICMAR) or CIDC or any other similar reputed and recognized Institute managed or certified by State/Central Government. The training cost and other cost related to training shall be borne by the contractor. The contractor shall ensure that at least one technical representative is trained within six months of start of work. The time period of six months can be relaxed by the Engineer-in-Charge depending upon the frequency of training course organized by NCA

If the contractor fails to ensure that at least one technical representative is trained in the above mentioned course till completion of work or one year from start of work, whichever is earlier, then a non-refundable recovery of Rs. 50,000/- shall be made from the bill of the contractor. Decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.

CLAUSE 33

Levy/Taxes payable by Contractor

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax levy or Cess in respect of input for or output by this contract shall be payable by the contractor and N D M C shall not entertain any claim whatsoever in this respect except as provided under Clause 38).
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

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.

CLAUSE 34

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

- (i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be

made for any variation in the rate of GST, Building and other construction workers welfare cess applicable on inputs.

However, effect of variation in rates of GST or building and other construction workers welfare cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side increase or decrease. Provided further that for building and other construction workers welfare cess or any tax (Other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension of any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/ levies cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule "F".

- (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, 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 35

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 36

If relative working in NDMC then the contractor not allowed to participate in the tendering process

The contractor (enlisted or non enlisted in NDMC) shall not be allowed to participate in tender for works in the NDMC Zones / circle / divisions / sub-division 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 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 working in the NDMC. Any breach of this condition by the contractor would render him liable to be debarred for a period up to 02 years from tendering in NDMC as decided by the accepting authority mentioned in Schedule F and his decision will be accepted from Clause 25.

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 37

No Gazetted Engineer to work as Contractor within one year of retirement

No engineer of Gazette rank or other gazette officer employed in Engineering or administrative duties in an engineering Department of the Government of India/ NDMC is allowed to work as a contractor for a period of one year after his retirement from government service, without the prior permission of the government of India/ NDMC in writing. The contractor is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had obtained the permission of the government of India/ NDMC as aforesaid before submission of the bid or engagement in the contractors in the contractor's service as the case may be.

CLAUSE 38

Theoretical consumption of material

- (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.~~
- ~~Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.~~
- (ii) ~~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 39

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.2,00,000/- 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 (Air raid precaution) . 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 40

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 41

Release of Security deposit after labour clearance.

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour office till the due date of its payment. If a labour complaint is received during this payment, the Engineer-in-charge shall after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

Contractor

Engineer-in-Charge
Executive Engineer (E)M/S
For & on behalf of NDMC

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of __2025, between on one hand the New Delhi Municipal Council acting through Shri____, The Executive Engineer (hereinafter called the “Principal/Owner”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri __ (herein after called the “Bidder(s)/Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the NDMC proposes to _____ of the Tender Document No:[insert tender document no] dated [insert tender document date], through the **Bidder(s)/Contractor(s)** and the **Bidder(s)/Contractor(s)** is willing to offer / has offered the same.

Whereas the **Bidder(s)/Contractor(s)** is a company incorporated under the Companies Act, 1956/2013 NDMC is a body Corporate established under the provisions of the New Delhi Municipal Council Act, 1994 performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the NDMC to obtain the desired said **work/Services/Stores/Equipment** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement,

and

Enabling **Bidder(s)/Contractor(s)** to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the NDMC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Principal/Owner

- 1.1 NDMC undertakes that no official of the NDMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the **Bidder(s)/Contractor(s)**, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 NDMC will, during the pre-contract stage, treat all **Bidder(s)/Contractor(s)** alike, and will provide to all **Bidder(s)/Contractor(s)** the same information and will not provide and such information to any particular **Bidder(s)/Contractor(s)** which could afford an advantage to that particular **Bidder(s)/Contractor(s)** in comparison to other **Bidder(s)/Contractor(s)**.
- 1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the **Bidder(s)/Contractor(s)** to NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/Contractor(s)

3. The Bidder(s)/Contractor(s) commits it self to take all measures necessary to prevent corrupt practices,unfairmeans and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NDMC, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The **Bidder(s)/Contractor(s)** further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of NDMC or otherwise in executing the contract or forbearingto door having done any act in relation to the obtaining or execution of the contract or any other contract with **the Government including NDMC**for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract **with the Government including NDMC**.
 - 3.3 **Bidder(s)/Contractor(s)** shall disclose the name and address of agents/Brokers/representatives/ Intermediaries and Indian **Bidder(s)/Contractor(s)** shall disclose their foreign Principals or associates at the time of bidding.
 - 3.4 **Bidder(s)/Contractor(s)** shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
 - 3.5 The **Bidder(s)/Contractor(s)** further confirms and declares to NDMC that the **Bidder(s)/Contractor(s)** has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NDMC or any of its functionaries, whether officially, or unofficially to the award of the contract to the **Bidder(s)/Contractor(s)**,norhasany amount been paid,promisedorintended to bepaidto anysuch individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The **Bidder(s)/Contractor(s)**, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The**Bidder(s)/Contractor(s)** willnotcolludewithotherparties interested inthecontracttoimpairthetransparency, fairness and progress ofthe bidding process,bid evaluation, contracting andimplementationofthecontract.**Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.**
 - 3.8 The **Bidder(s)/Contractor(s)** will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
 - 3.9 The **Bidder(s)/Contractor(s)** shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by NDMC as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The **Bidder(s)/Contractor(s)** also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10 The **Bidder(s)/Contractor(s)** commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.11 The **Bidder(s)/Contractor(s)** shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the **Bidder(s)/Contractor(s)** or any employee of the **Bidder(s)/Contractor(s)** or any person acting on behalf of the **Bidder(s)/Contractor(s)**, either directly or indirectly, is a relative of any of the officers of NDMC, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the **Bidder(s)/Contractor(s)** firm, the same shall be disclosed by the **Bidder(s)/Contractor(s)** at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956/Section 2(77) of the Companies Act, 2013.
- 3.13 The **Bidder(s)/Contractor(s)** shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

4. Previous Transgression

- 4.1 The **Bidder(s)/Contractor(s)** declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or any Government in India including NDMC that could justify **Bidder(s)/Contractor(s)** exclusion from the tender process.
- 4.2 The **Bidder(s)/Contractor(s)** agrees that if it makes incorrect statement on this subject, **Bidder(s)/Contractor(s)** can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

- 5.1.1 Any breach of the aforesaid provisions by the **Bidder(s)/Contractor(s)** or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s)) shall entitle the NDMC to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the **Bidder(s)/Contractor(s)**. However, the proceedings with the other **Bidder(s)/Contractor(s)** would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond /Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
 - (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian **Bidder(s)/Contractor(s)** with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a **Bidder(s)/Contractor(s)** form a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the **Bidder(s)/Contractor(s)** form the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
 - (vi) To cancel all or any other contracts with the **Bidder(s)/Contractor(s)**. The **Bidder(s)/Contractor(s)** shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable form the money(s) due to the **Bidder(s)/Contractor(s)**.
 - (vii) To debar the **Bidder(s)/Contractor(s)** from participation in future bidding processes of the New

Delhi Municipal Council for a period ranging from six months to maximum five years. However, if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.

- (viii) To recover all sums paid in violation of this Pact by **Bidder(s)/Contractor(s)** to any middle man or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the **Bidder(s)/Contractor(s)**, the same shall not be opened.
 - (x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 NDMC will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the **Bidder(s)/Contractor(s)** or any one employed by it or acting on its behalf (whether with or without the knowledge of the **Bidder(s)/Contractor(s)**, of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of NDMC to the effect that a breach of the provisions of this Pact has been committed by the **Bidder(s)/Contractor(s)** shall be final and conclusive on the **Bidder(s)/Contractor(s)**. However, the **Bidder(s)/Contractor(s)** can approach the Independent Monitor(s) appointed for the purposes of this Pact.

IEMs shall examine the transgression and its severity and submit the report to NDMC for further action after providing an opportunity and hearing to the affected parties.

6. Independent External Monitors

- 6.1 NDMC has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose **names and email IDs are as follows:-**

1. Sh.Arun Kumar Sinha, IEM, Email: aksinha2@yahoo.com

The NDMC has adopted integrity pact for all its contract for Rs. 50 Lakh and above. It is mandatory for the Bidder(s)/Contractor(s) to sign the Integrity Pact. The bid of Bidder(s)/Contractor(s) who does not sign the Integrity Pact is deemed as part of the contract so that the parties concerned are bound by its provision.

- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings
- 6.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to NDMC.
- 6.6 The **Bidder(s)/Contractor(s)** accepts that the IEMs have the right to access without restriction to all Project documentation of the NDMC including that provided by the **Bidder(s)/Contractor(s)**. The **Bidder(s)/Contractor(s)** will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the **Bidder(s)/Contractor(s)** confidentiality. **In case of sub-contracting, the Bidder(s)/Contractor(s) shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.**

6.7 NDMC will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

6.8 The IEMs will submit a written report to the NDMC within 8 to 10 weeks from the date of reference or intimation to him by NDMC/ **Bidder(s)/Contractor(s)** and, should the occasion arise, submit proposals for correcting problematic situation.

6.9 **The Bidder(s)/Contractor(s) shall not approach the courts while representing the matters to Monitor and will await their decision.**

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, NDMC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the **Bidder(s)/Contractor(s)** and the **Bidder(s)/Contractor(s)** shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

8. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the NDMC.

9. Other Legal Actions

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

10.1 The validity of this Integrity Pact shall be from date Integrity Pact is signed by both the parties till the final completion of the contract including defect liability period if any. In case of unsuccessful bidder this Integrity Pact shall expire on the date of signing of the contract by successful bidder.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11. The parties hereby sign this Integrity Pact at _____ on _____

Principal/Owner

Name of the Officer,
Officer
Designation

Bidder(s)/Contractor(s)
Chief Executive Officer

New Delhi Municipal Council

Witness Witness

1. _____ 1. _____

2. _____ 2. _____

*Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

N.D.M.C. SAFETY CODE

1.0 General:

- 1.1 BIDDER has to provide and maintain workplaces, plant, equipment, tools and machinery and organize the work so that, there is no risk of accident or injury to health of workers. Work should be planned and prepared.
- 1.2 Safety awareness to all sections of personnel ranging from site-in-charge to workmen employed shall be given by the BIDDER.
- 1.3 BIDDER shall ensure that removal of scrap, surplus materials, waste and debris are carried out at appropriate intervals and as per the direction of Engineer-in-charge.
- 1.4 BIDDER shall ensure that labour force and staff employed on the work do not operate or interfere with plant and equipment that they have not been duly authorized to operate, maintain or use.
- 1.5 All necessary personal safety equipment such as helmet, footwear, gloves, goggles, welding shield etc., as considered adequate by the Engineer-in-Charge should be made available for the use to the persons employed on the site and maintained in a condition suitable for immediate use, and the BIDDER should take adequate steps to ensure proper use of equipment by those concerned.
- 1.6 Those engaged in welding and cutting works shall be provided with protective face and eye shields, and gloves, etc.

2.0 Civil Works(applicable only in case civil works are involved):

- 2.1 The BIDDER shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay the damages and costs which may be awarded to any such persons or which, may with the consent of the BIDDER, be paid to compromise any claim by any such person.
- 2.2 Excavation and Trenching: - All trenches 1.2m or more in depth shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof as applicable. Ladder shall be extended from bottom of the trench at least 90 cm above the surface of the ground. The sides of the trenches which are 1.5 m. or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- 3.0 All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the BIDDER should take adequate steps to ensure proper use of equipment by those concerned.
- 3.1 Those engaged in welding works shall be provided with welder's protective eye sight lids.
- 3.2 The BIDDER shall not employ men below the age of 18 years.
- 4.0 The workers should not wear any wrist watches and carry keys or other materials which are the good conductors of electricity.
- 5.0 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 6.0 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety code shall be named therein by the BIDDER.
- 7.0 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the BIDDER shall be open to inspection by the Labour Officer, Engineer or their representatives.

8.0 Notwithstanding the above clauses from 1 to 8 there is nothing in these to exempt the BIDDER from the operations of any other Act or Rule in force in the Republic India.

9.0 Welding / Gas Cutting(If case welding works are included):

9.1.1 All cables, including welding and ground cables shall be checked for any worn out or cracked insulation before starting the job. Ground cable should be separate without any loose joints.

9.1.2 An energised electrode shall not be left unattended.

9.1.3 The power source shall be turned off at the end of job.

9.1.4 During cutting / welding, use proper type goggles / face shields.'

10.0 Electrical:

10.1 Insulating mats, rubber gloves, electrical insulated shoes etc., shall be used while carrying outwork at or near electrically live apparatus / Equipments etc.

10.2 Only insulated or non conducting tools should be used on or near live electrical apparatus /Equipment.

10.3 All electrical tools used shall be "all insulated" or "double insulated" tools which do not require earthing.

10.4 Only persons having valid licenses should be allowed to work on electrical facilities.

10.5 No person should be allowed to work on live circuit. ~~The same~~, if unavoidable, special care and precautions need to be taken.

10.6 Treat all circuits as "LIVE" unless tested and made dead.

10.7 Electrical "Tag Out" lock out procedure "MUST" be followed for carrying out maintenance jobs.

10.8 Display voltage ratings prominently with "Danger" signs.

10.9 Put caution / notice signs before starting the repair works.

10.10 All electrical equipment shall have separate and distinct connections to earth grid.

10.11 Proper grounding to be ensured for all switch boards and equipment including portable ones prior to taking into service.

10.12 Make surethatelectrical switchboards, portable tools, equipments (like grinding machine etc.) don't get wet during their usage. If it happens, stop the main supply, make the tools dry and then only use them. Check proper earthing. All temporary switch boards put up at work site should be suitably protected from rain and the level of same should be high enough to avoid contact with water due to water logging

10.13 Don't work with wet hands / body on electrical system.

10.14 Don't overload the electrical systems.

10.15 Use only proper rated High Rupturing Capacity fuses or circuit breakers.

10.16 Industrial type extension boards and Plug sockets are only to be used.

10.17 ELCB for all temporary connections must be provided. Use insulated 3-pin plug tops.

10.18 All power supply cables should be laid properly and neatly so that they don't cause hindrance to persons working and no physical damage also takes place to the cables during various construction activities.

10.19 All Power cables shall be properly terminated using glands and lugs of proper size and adequately crimped

10.20 Never connect any earthing wire to the pipelines / structures.

10.21 Don't make any unsafe temporary connections, naked joints / wiring etc.

10.22 Ensure that temporary cables are free from cuts, damaged insulation, kinks or improper insulated joints.

10.23 Check at periodic intervals that pins of sockets and joints are not loose.

10.24 Protect electrical wires / equipments from water and naked flames.

- 10.25 Insulating mats shall be provided in the front and back end of switch boards.
- 10.26 All parts of electrical installations should be so constructed, installed and maintained as to prevent danger of electric shock, fire and external explosion.
- 10.27 Inspection and maintenance:
 - 10.27.1 All electrical equipment should be tested as per approved procedures and commissioning inspected before to ensure suitability for its proposed use.
 - 10.27.2 At the beginning of every work, the person using the electrical equipment should make a careful external examination of the equipment and conductors, especially the flexible cables for any physical damage, which is likely to give electric shock or damages to the equipments.
 - 10.27.3 When work has to be done in dangerous proximity to live parts the power supply should be cut off. If for operational reasons this is not possible, the live parts should be fenced off or enclosed by qualified staff from the work area concerned.

Contractor

Engineer-in-Charge
Executive Engineer (E)M/S
For & on behalf of NDMC

**Models Rules for the Protection of
Health and Sanitary Arrangements for Workers
Employed by N.D.M.C. or its Contractors**

1. Application

These rules shall apply to all buildings and construction works in charge of New Delhi Municipal Council in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

(i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-

a) Forwork places in which the number of contract labour employed does not exceed 50

Each first-aid box shall contain the following equipments:-

1. 6small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3large sterilized burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated onthe label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

b) Forwork places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.

1. 12 small sterilized dressings.
2. 6 medium size sterilized dressings.
3. 6 large size sterilized dressings.
4. 6 large size sterilized burn dressings.
5. 6 (15 gms.) packets sterilized cotton wool.
6. 1 (60 ml.) bottle containing two per cent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and LabourInstitutes /Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.

15. A bottle of suitable surgical antiseptic solution.
- (iii) Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
- (i) Nothing except the prescribed contents shall be kept in the First-aid box.
- (ii) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (iii) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more
- (iv) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (v) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept ready available to carry injured person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- (i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale namely:-
- (a) Where female are employed, there shall be at least one latrine for every 25 females.
- (b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat - resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
- (b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

- (b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer in Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head.

Provided that the Engineer in Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b& c.
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one ayah to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, and storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10sqft) per diner to be accommodated as prescribed in sub-Rule 9.
- (xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
(b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule
- (xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provide for the cleaning of utensils and equipment.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs, and other article served in the canteen, t h e following items shall not be taken into consideration as expenditure namely:
 - (a) The rent of land and building.
 - (b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - (c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils
 - (d) The water charges and other charges incurred for lighting and ventilation.
 - (e) The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer in Charge including the filling up of any borrow pits which may have been dug by him.

- 11. The above rules shall form an integral part of the contract.

12. AMENDMENTS

NDMC may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

Contractor

Engineer-in-Charge
Executive Engineer (E)M/S
For & on behalf of NDMC

CONTRACTOR'S LABOUR REGULATIONS

1. SHORT TITLE

These regulations may be called the Contractors Labour Regulations.

2. DEFINITIONS

- i) Workman means any person employed by N.D.M.C or its contractor directly or indirectly through a subcontractor with or without the knowledge of the New Delhi Municipal Council to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:-
 - a) Who is employed mainly in a managerial or administrative capacity: or
 - b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupee per menses orexercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or
 - c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed on the work. However Adolescent persons can be employed on non hazardous works / process.

- ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

3. WORKING HOURS

- i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- iii) (a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
 - b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled rest day wages at the rate applicable to the next preceding day, provided he has worked under contractor for a continuous period of not less than 6 days.
 - c) Where a contractor is permitted by the Engineer in Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of

the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. PAYMENT OF WAGES

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct by contractor through bank or ECS or online transfer to his Bank Account.
- vii) All wages shall be paid through Bank or ECS or online transfer.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer in Charge under acknowledgment.
- x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of 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 Nohas been paid to the workman concerned through bank account of labour at".

6 FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following
 - (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - (e) Any other deduction which the NDMC Central Government / Delhi Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
(Note: - An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X)
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7 LABOUR RECORDS

- (i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV).
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- (iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full particulars of the labourers who met with accident.
- b) Rate of Wages.
- c) Sex
- d) Age
- e) Nature of accident and cause of accident.
- f) Time and date of accident.
- g) Date and time when admitted in Hospital,
- h) Date of discharge from the Hospital.
- i) Period of treatment and result of treatment.
- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under Workmen's Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks

- (v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) rules 1971 (Appendix-XI).

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)

- (vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII).
- (vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-
- (viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

8. ATTENDANCE CARD-CUM-WAGE SLIP

- (i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form (Appendix-VII).
- (ii) The card shall be valid for each wage period.
- (iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (iv) The card shall remain in possession of the worker during the wage period under reference.
- (v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

10 SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX).

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer in Charge or Labour Officer or any other officers authorized by the NDMC/Delhi Government in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorized by Central Government/NDMC/Delhi Govt. on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in Charge concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

- (i) The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending Engineer as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
 - (a) An officer of a registered trade union of which he is a member.
 - (b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - (c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - (a) An officer of an association of employers of which he is a member.
 - (b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - (c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government/NDMC/Delhi Government on his behalf.

17. SUBMISSIONS OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

18. AMENDMENTS

The Central Government/ NDMC/ Delhi Govt. may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.

Contractor

Engineer-in-Charge
Executive Engineer (E)M/S
For & on behalf of NDMC

PROFORMA OF REGISTER
REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the Contractor..... Name and location of the work

.....

Name of Employee 1	Father/Husband's Name 2	Nature of Employment 3	Period of Actual employment 4	Date on which notice of confinement given 5

Date of which maternity leave commenced and ended

Date of Delivery miscarriage 6	In case of delivery		In case of Miscarriage	
	Commenced 7	Ended 8	Commenced 9	Ended 10

Leave pay paid to the employee

In case of delivery		In case of Miscarriage		Remarks
Rate of leave Pay 11	Amount Paid 12	Rate of leave Pay 13	Amount Paid 14	

Appendix 'II'**SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR IN New Delhi Municipal Council**

Name and address of the contractor..... Name and location of the work

1. Name of the woman and her husband's name.
2. Designation
3. Date of appointment.
4. Date with months and years in which she is employed.
5. Date of discharged/dismissal, if any.
6. Date of production of certificates in respect of pregnancy.
7. Date on which the woman informs about the expected delivery.
8. Date of delivery/miscarriage/death.
9. Date of production of certificate in respect of delivery/miscarriage.
10. Date with the amount of maternity/death benefit paid in advance of expected delivery.
11. Date with amount of subsequent payment of maternity benefit.
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.
14. Signature of the contractor authenticating entries in the register.
15. Remarks column for the use of Inspecting Officer.

Labour Board

Name of work

Name of Contractor.....

Address of Contractor.....

Name and address of N.D.M.C.Division.....

Name of N.D.M.C. Labour Officer.....

Address of N.D.M.C. Labour Officer

Name of Labour Enforcement Officer.....

Address of Labour Enforcement Officer.....

S.No.	Category	Minimum Wages Fixed	Actual Wages Paid	Number Present	Remarks

Weekly holiday

Wage period

Date of payment of wages

Working hours

Rest interval

Appendix - 'IV'

Form-XIII (See Rule 75)
Register of Workmen Employed by Contractor
 FORM XIII

Name & address of contractor.....

Name & location of work.....

Name & address of establishment in/under which contract is carried on.....

Name & address of Principal Employer.....

Sr.No.	Name & Surname of workmen	Age and Sex	Father's/ Husband Name	Nature of employment/ designation	Permanent Home address of the workman (Village & Tehsil, Taluk & District)
1	2	3	4	5	6

Local Address	Date of commencement of employment	Signature or thumb impression of the workman	Date of Termination of employment	Reasons for termination	Remarks
7	8	9	10	11	12

WAGE CARD

Wage Card No:.....

Name and address of Contractor :

Date of issue :

Name and location of work

Designation :

Name of Workman

Month/Fortnight..... Rate of Wages:.....

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Morning																
Evening																
Initials																

Date	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Morning															
Evening															
Initials															

Received from.....the sum of Rs on account of my wages.

The wage card is valid for one month from the date of issue

Signature

**Form-XIX [See rule 78 (2) (b)]
Wages Slip**

Appendix 'VII' (Reverse)

Name and Address of contractor.....
Name and Father's/husband's name of workman
Nature and location of work.....
For the Week/Fortnight/Month ending.....
No. of days worked.....
No. of units worked in case of piece rate workers.....
Rate of daily wages/piece rate.....
Amount of overtime wages.....
Gross wages payable.....
Deduction, if any.....
Net amount of wages paid.....

Initials of the contractor or his representative

**Form-XIV [See rule 76]
Employment Card**

Name and Address of contractor.....

Name and address of establishment under which contract is carried on.....

Name of work and location of work.....

Name and address of Principal Employer.....

1. Name of the workman.....
2. Sl. No. in the register of workman employed.....
3. Nature of employment/designation.....
4. Wage rate (with particulars of unit in case of piece work).....
5. Wage period.....
6. Tenure of employment

7. Remarks.....

Signature of Contractor

**Form-XV (See Rule 77)
Service Certificate**

Name and address of contractor

Nature and location of work.....

Name and address of workman.....

Age or date of birth

Identification marks

Father's Husband's Name.....

Name and address of establishment in under which contract is carried on

Name and address of Principal Employer.....

S.No.	Total Period for which employed		Nature of Work done	Rate of Wages (with particulars of unit in case of piece of work)	Remarks
	From	To			
1					

Signature of Contractor

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7(v) of the Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of NDMC.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the NDMC or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Form-XV (See Rule 77) FORM XII (See Rule 78 (2) (d) REGISTER OF FINES

Name & address of contractor.....

Name & location of work.....

Name & address of establishment in/under which contract is carried on.....

Name & address of PrincipalEmployer.....

S.No.	Name of Workman	Father's/husband Name	Designation/ Nature of Employment	Act/Omission for which fine Offence	Date of Offence	Whether workman showed cause against fine
1	2	3	4	5	6	7

Name of person in whose presence explanation was heard	Wages Period and wages payable	Amount of fine imposed	Date on which fine realized	Remarks
8	9	10	11	12

**FORM XX (See Rule 78(2) (d))
REGISTER OF DEDUCTION FOR DAMAGE OR LOSS**

Name & address of contractor.....

Name & location of work.....

Name & address of establishment in/under which contract is carried on.....

Name & address of Principal Employer.....

S.No.	Name of Workman	Father's/husband Name	Designation/ Nature of Employment	Particulars of damage or loss	Date of damage Loss	Whether workman showed cause against deduction
1	2	3	4	5	6	7

Name of person in whose presence employee's explanation was heard	Amount of Deduction imposed	No. of Installments	Date of Recovery		Remarking
			First Installment	Last Installment	
8	9	10	11	12	13

**FORM XXII (See Rule 78(2)(d))
REGISTER OF ADVANCES**

Name & address of contractor.....

Name & location of work.....

Name & address of establishment in/under which contract is carried on.....

Name & address of Principal Employer.....

S.No.	Name of Workman	Father's/husband Name	Designation/ Nature of Employment	Wages Period and wages payable	Date and amount of advance given
1	2	3	4	5	6

Purpose(s) for which advance made	No. of Installments by which advance is to be repaid	Date & Amount of each installments repaid	Date of which last installment was repaid	Remarks
7	8	9	10	11

**FORM XXIII (78(2) (e))
REGISTER OF OVERTIME**

Name & address of contractor.....

Name & location of work.....

Name & address of establishment in/under which contract is carried on.....

Name & address of Principal Employer.....

S.No.	Name of Workman	Father's/husband Name	Sex	Designation/ Nature of Employment	Date of which overtime worked
1	2	3	4	5	6

Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earnings	Rate at which overtime wages paid	Remarks
7	8	9	10	11	12

(FORM 31)
INDENTURE FOR SECURED ADVANCES

(Referred to in paragraphs 10.2.20 and 10.2.22 of CPWD Code)

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of 20 BETWEEN..... (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the President that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the President has agreed to advance to the Contractor the sum of Rupees..... on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on and the President has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees on or before the execution of these presents paid to the Contractor by the President (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the President and declare as follows:

- 1) That the said sum of Rupees so advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- 2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- 3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the term of the said agreement.
- 4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.
- 5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him on that behalf.
- 6) That the advances shall be repayable in full when or before the Contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a

recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.

8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupees and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the President on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract

In witness whereof the said and by the order and under the direction of the President have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by..... the said contractor in the presence of.....

Signature

Witness Name

Address.....

Signed by.....

by the order and direction of the President in the presence of

Signature

Witness NameAddress

(Refer Clause 5)**FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME**

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated Cost put tender
5. Date of commencement of work as per agreement
6. Period allowed for completion
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in Schedule "F" previously

S.no.	Letter No. and Date	Extension Granted	
		Months	Days
A	1 st Extension		
B	2 nd Extension		
C	3 rd Extension		
D	4 th Extension		
E	Total Extension previous given		

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under Clause 5.2 and 5.3)

Submitted to the Authority indicated in Schedule 'F' With copy to the Engineer-in-charge and Sub Divisional Officer

Signature of Contractor

Dated: _____

On non-judicial stamp paper of minimum Rs. 100

**(Guarantee offered by Bank to NDMC in connection with the execution of contracts)
Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/Security
Deposit/Mobilization Advance)**

1. Whereas the Executive Engineer (name of division), NDMC on behalf of the NDMC(hereinafter called "The Government")has invited bids under(NIT number)..... dated for (name of work) The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)*..... as Earnest Money Deposit from (name and address of contractor)(hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

- Whereas the Executive Engineer (name of division), NDMC on behalf of the NDMC(hereinafter called "The Government") has entered into an agreement bearing number with(name and address of the contractor) (hereinafter called "the Contractor") for execution of work (Name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)..... as Performance Guarantee/Security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.
2. We, (indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... only) on demand by the Government within 10 days of the demand.
 3. We,(indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. 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. (Rupeesonly)
 4. We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
 5. We, (indicate the name of the Bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating 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 or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor 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.
 6. We, (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

- 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- 8. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.
- 9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

DATE

Witnesses:

1. Signature.....

Name and Address

Authorized Signatory

Name
Designation
Staff Code No.

2. Signature.....

Bank Seal

Name and address

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

***In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be.

PROFORMA OF SCHEDULES**SCHEDULE 'A'**

Schedule of quantities Page:135-136

SCHEDULE 'D'

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

Nil

SCHEDULE 'E'

Reference to General Conditions of contract. :-GCC Maintenance Works 2023/GCC

Construction Works 2023)Applicable GCC
is.....as modified & corrected up-to previous day
of the last date of submission of the tender

Name of Work: **Running and Maintenance of HT Mains In M/S and M/N area.**

Sub-Head(if any) : **Rate Contract for supplying & making of various types and make of H.S type Joint Boxes and End Termination and Repairing, laying of 11 KV Cables in M/N and M/S Area.**

Estimated Cost of Work: Rs.3,96,01,465/-

Earnest Money	Rs.7,92,029/- (to be returned after receiving performance guarantee)
Performance Guarantee	5% of the tendered amount of the work
Security Deposit	2.5% of tendered amount

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS: OFFICER INVITING TENDER	Executive Engineer(M/S)
Definitions: 2(vi) Engineer-in-Charge	Executive Engineer (M/S).
2(viii) Accepting Authority	As per delegation of power.
2(x)Percentage on cost of materials and Labour to cover all overheads and profits:	15%
2(x) b Standard Schedule of Rates	
2(xi) Department	Electrical Engineering Department
9(ii) Standard NDMC Contract Form General Conditions of contract maintenance work 2023, NDMC form 7/8 as modified and corrected up to previous day of the last date submission of the tender	GCC, NDMC Form-7/8 modified and Corrected upto date
Price preference to SC/ST individual contractor is valid up to	

Clause 1 (i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board of proof of applying thereof from the date of issue of letter of acceptance... days	07 Days
(ii) Maximum allowable extension with late fee @0.1% per day of Performance Guarantee amount	07 Days

beyond the period provided in (i) above	
Clause 2 Authority for fixing compensation under clause 2	As per delegation of power
Clause 2A Whether Clause 2A shall be applicable	Yes
Clause-5 Number of days from the date of issue of letter of acceptance for reckoning date of start of start	10th Days from the date of letter of acceptance OR first date of handing over of site, whichever is later

Mile stone(s) as per table given below:-

S.No.	Description of mile stone	Time Allowed in days	Amount to be withheld in case of non-achievement of milestone
1	1/8 th of Whole work	1/4 th of whole work	In the event of not achieving the necessary progress as assured from running payment. 1% of the tendered value of work will be withheld for failure of each milestone
2	3/8 th of Whole work	1/2 th of whole work	
3	3/4 th of Whole work	3/4 th of whole work	
4	Full work	Full work	

Time Allowed for execution of work : 03 years

Clause 5

Authority to Convey

(i)	Authority to convey the decision of shifting of milestone and extension of time	As per Delegation of Financial Powers of NDMC
(ii)	Authority to decide rescheduling of milestone and extension of time	As per Delegation of Financial Powers of NDMC
(iii)	Shifting of date of start in case of delay in handing over of site	As per Delegation of Financial Powers of NDMC

PROFORMA OF SCHEDULES

Clause-5 Schedule of Handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any Hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Clause-5 Applicable clause 5/Clause-5A	Clause-5
Clause-6 GENERAL RULES & DIRECTIONS Computerized Measure Book (CMB) / Electronic Measurement Book (EMB) Mode of measurement: CMB / EMB (One option to be kept by NIT approving authority)	CMB/EMB
Clause-7 Gross work to be done together with net	

payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	
Clause 7A Whether Clause 7A shall be applicable	NO
Clause 8 The Competent Authority to inspect and issue completion certificate	(To be filled by NIT approving authority).
Clause 10 A List of testing equipment to be provided by the contractor at site lab	As per specification and decided by Engineer-in-Charge
Clause 10 B (ii) Whether clause 10 B (ii) shall be applicable	Yes/No
Clause 10 C Component of labour expressed as percent of value of work	5%
Clause 10CC Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	12 Months
Schedule of component of other Materials, Labour, POL etc. for price escalation Component of civil (except materials covered under clause 10CA) /Electrical construction Materials expressed as percent of total value of work. -	Xm %
Component of Labour - expressed as percent of total value of work.	Y%
Component of P.O.L. expressed as percent of total value of work.	Z%

Note :Xm..... % should be equal to (100) – (Material covered under Clause 10CA i.e. Cement, Steel & other material specified in Clause 10CA + Component of Labour + Component of P.O.L.)

Clause 11 Specifications to be followed for execution of work (i) Building information model (BIM) is applicable and BIM professional to be deployed by contractor.....	NDMC specification as mentioned at Annexure. (NIT approving authority to write yes or no).
Clause 12 Authority to decide deviation up to 1.5 times of tendered amount	As per delegation of power
Clause 16 Competent Authority for deciding reduced rates	Chief Engineer (Electrical)-II
Clause 18 List of mandatory machine. Tool and plant to be deployed by the contractor at site	requirement and direction of Engineer- in-Charges
CLAUSE 19 C Authority to decide penalty for each default	Competent Authority, NDMC
CLAUSE 19 D Authority to decide penalty for each default	Competent Authority, NDMC
CLAUSE 19 G Authority to decide penalty for each default	Competent Authority, NDMC
CLAUSE 19 K Authority to decide penalty for each default	Competent Authority, NDMC

Clause-25

Jurisdiction of Court	<p>The Bidding Process / Agreement / Concession Agreement / Contract entered into between both the parties shall be governed by and construed in accordance with the laws of India.</p> <p>The courts at New Delhi shall have the sole and exclusive jurisdiction to try and decide all disputes / differences arising under, pursuant to and/ or in connection with the Bidding Process / Agreement / Concession Agreement / Contract entered into between both the parties.</p>
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Clause-32**Requirement of technical representative and recovery rates**

Sr.No.	Minimum Qualifications and experience required for Principal Technical Representative.	Discipline	Designation (Principal Technical / Technical representative)	Minimum experience (years)	Number	Rate which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i) FiguresWords

Clause 38 -i) (a) Schedule / statement for determining theoretical quantity of cement and bitumen on the basis of Delhi Schedule of Rates,2023 printed by CPWD	D.S.R. 2023 with up to date correction slip.
ii) Variations permissible on theoretical quantities (a) Cement for works with estimated cost put to tender not more than Rs.25 Lakhs. For works with estimated cost put to tender more than Rs.25 Lakhs.	$\pm 3\%$ $\pm 2\%$

Engineer-in-Charge
Executive Engineer (.....)
For & on behalf of NDMC

GENERAL CONDITIONS

1. Rates :- Unless otherwise provided in the description of various items of work, the rates tendered by the contractor shall be for completed items of work covering all materials, labour carriage, royalties, fees, rents, sales tax, octroi, wastage, tools, plant, equipment, transport, temporary constructions, overhead charges and profits as well as general liabilities, obligation and risks, arising out of the conditions of contract and carrying out of the work in part(s) or under/ across/along pipes cables ,drains etc. complete and shall apply to all heights, depths, lead and lifts. No extra charges, whatsoever, consequent on any misunderstanding or otherwise shall be allowed.

However, in case of building works extra payment for items of concrete work, RCC work, Brick work and Stone work only above different floor levels shall be made at the rates for such items only as are provided in the Delhi Schedule of Rates for operation of these rates the floor level shall be the top of RCC slab in main room and not at the top of any sunk or depressed floor slabs.

2. No. revision in rates due to change/closure of sources of materials: - Collection of materials at the site of work for the proper execution of the work as per specifications shall include all leads and lifts. The rates of various items of work shall hold well irrespective of the quarry or source from which materials are brought so long as these conform to the specifications. Closure or change of any particular quarry or source shall not entitle the contractor to claim any revision in rates.
3. Some restrictions may be imposed by the police authorities etc. on the working and/or movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and no claim of payment on this account whatsoever shall be entertained.
4. Compensation for damage by rains, floods or other natural calamities: - No compensation for any damage caused to the work or materials by rains, floods or other natural calamities shall be paid to the contractor. The contractor shall have to make good all such damages at his own cost as per the directions of the Engineer-in-charge failing which the damages shall be made good by the Engineer-in-charge at the risk and cost of the contractor.
5. Work on Sundays and holidays:- If the contractor shall execute any work not in ordinary working hours in the absence of the Engineer-in-Charge or his authorized representative and without having previously given him sufficient notice in writing that such work were about to be executed, he shall take up and reconstruct any work so executed at his own cost and expenses if ordered to do so by the Engineer-in-Charge in writing under his hand.
6. Work not done in ordinary working hours:- If the contractor shall execute any work, not in ordinary working hours, in the absence of the Engineer-in-charge or his authorized representative and without having previously given him sufficient notice in writing that such work was about to be executed, he shall take up and reconstruct any work so executed at his own cost and expenses, if ordered to do so by the Engineer-in-charge in writing under his hand.
7. Clearance of site :- The contractor shall clear the site of work simultaneously as the work proceeds failing which the same shall be got cleared by the Engineer-in-charge at the risk and cost of the contractor by giving him one day notice.
8. Disposal of materials of offensive nature:- All night soil, filth or other materials of an offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface of any street, road or where it is likely to be a nuisance or passed into any sewer or drain, but shall at once be removed by the contractor from the site to suitable dumping ground.
9. Facilities to other contractors :- The contractor shall in accordance with the requirements of the Engineer-in-charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly authorized agency which may be employed at the site on execution of any work not included in this contract or of any contract which the N.D.M.C may enter into in connection with or ancillary to the work.
10. Work in different parts to be executed simultaneously: - The contractor shall progress in the different parts of the work simultaneously as far as possible so that minimum breakage and repairs are involved. The entire work shall be handed over in a satisfactory finished state.
11. Conditions regarding taking over completed portion of work :- During the progress of the work, completed portions of the work may be put to use by the Engineer-in-charge and the contractor shall remain fully responsible for maintenance of the work till the entire work covered by the contract is satisfactorily completed and a certificate of completion given by the Engineer-in-charge. Maintenance of the work during the defect liability period shall be governed by the relevant clauses of conditions of contract.

12. Possession of site: - The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the contractor shall be defined and/or marked on the site plan and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the contract, such use or occupation shall not confer any right of tenancy of the land to the contractor and the contractor shall vacate the land on demand by the Engineer-in-charge.
13. Occupation of private land: - The contractor shall not, except with the consent of the occupiers thereof, form temporary roads nor cart any earth or materials nor place any excavated or other materials and T & P on private land and any damage done to any property whatever contiguous to the work or otherwise shall be at the sole risk and cost of the contractor. The contractor shall also pay for all damages caused by or incidental to the work in whatever manner occasioned and shall indemnify the N.D.M.C from any liability in respect thereof, and the amount of any claim made upon it in consequence of such damages by the contractor, which it may have to pay, shall be deducted by the Engineer-in-charge from any money due to or may become due to the contractor.
14. The contractor shall not occupy or obstruct by his operations more than one half of the width of any road or street at any one time. However, in unavoidable conditions the contractor shall obtain the consent of the Engineer-in-charge in writing before closing any road to vehicular traffic and the footwalls shall be kept clear at all times. The contractor shall at his own expense and charges, provide and maintain in good working condition all fencing, boarding, strutting, diversions, barricades, cautionary signs, signals, speed limit boards, red and green flags and red light at night with sufficient number of chowkidars and other safety measures while the work is in progress or blocking or cutting roads and laying pipe lines or where ever otherwise necessary and all enclosures for materials or T & P on works, for protection of public and proper guidance of traffic. The signs set up shall be of approved design and of reflector type if so desired. Temporary warning lamps installed at all barricades during the hours of darkness shall be kept lit at all times. The contractor shall also provide suitable passage ways over the trenches for access to various buildings, roads and service lanes etc.
In case the contractor fails to comply with the aforesaid arrangements, the same shall be made by the Engineer-in-charge at the risk and cost of the contractor.
15. The contractor shall store materials, whether brought by the contractor or supplied by the N.D.M.C keep the T & P, install water & power system, electrical and mechanical equipments and construct all temporary structures etc. on the site only at places approved by the Engineer-in-charge. Should such places be required by the Engineer-in-charge for any other purposes, the contractor shall clear the places within such time as may be instructed by the Engineer-in-charge. In case of default, the same shall be got cleared by the Engineer-in-charge at the risk and cost of the contractor.
16. Temporary access to the site :- The contractor shall provide on site temporary access to the site and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damages done to the site.
17. The contractor shall be bound to bear the expenses of defence of every suite, action or other proceedings at law that may be brought by any person for injury sustained or damages to any property, whatsoever, which may arise out of or in consequence of the construction and maintenance of works owing to neglect of the proper precautions and to pay any damages and costs which may be awarded in such suite, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by such person. He shall also indemnify and keep indemnified the N.D.M.C against all damages and costs consequent upon such claims arising from any such injuries or damages to person(s) or property.

All other provisions remaining unchanged, the contractor shall be allowed to pitch tents only as per the instructions of the Engineer-in-charge in place of huts (now not allowed) of walls and roofs of prescribed specifications for labour and other alike structures, temporary or otherwise including sanitary arrangements, as per the provisions of Model Rules and Fair Wage Clause

18. Income tax deductions :- Income tax, as applicable under the Income Tax Rules framed from time to time by the Govt. of India, at the prescribed rates shall be recovered from each bill of the contractor.

- 19A .GST deductions: applicable under GST Act. 2017 at the prescribed rates shall be recovered from each bill of the contractor.
- 19 B. Cess @ 1% of the cost of construction/work incurred by an employer for the purpose of Building and other Construction workers (Regulation of Employment and conditions of service) Act 1996 shall be deducted at source from the Bills of the Contractor/firms.
- 19C. The contractor have to submit a certificate along with copies of returns submitted to the Deptt. of Trade and Taxes that up to date returns have been filed by him/them.
- 19D. The goods, including for works contract, shall be supplied by bidder or its authorized distributor in Delhi and against a sale invoice issued from Delhi. The delivery of goods shall also be made from Delhi. The bidder dealer or its authorized distributor, as the case may be , who supplies the goods should be registered with the Delhi GST department and carry a valid Tax Identification number issued by it. The bidder shall, however, be responsible for compliance with all conditions, warranties/guarantees, irrespective of the fact that the goods are supplied by him directly or through its authorized distributor of the fact that the goods are supplied by him directly or through its authorized distributor. Further the quoted bid price in the tender shall be inclusive of all taxes and duties. Delivery of goods is made against a sale invoice issued by the dealer supplying goods should be registered with GST deptt. And carry a valid registration issued by it.
20. Treasure, trove, fossils, etc.: All fossils, coins, articles of value or antiquity, any structures and other remains or things of geological and archaeological interest discovered on the site shall be absolute property of the N.D.M.C and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer-in-charge with such discovery and carry out the Engineer-in-charge's directions as to the disposal of the same.
21. Arrangements for electric connection: - The contractor shall make his own arrangements for obtained electric connection, if required, and make necessary payments direct to the department concerned.
22. Cutting of C.I. Pipes: - The damages portion of the cracked C.I. pipes, if issued from the N.D.M.C stores, shall be cut at a point 15 cm. beyond the visible extremity of the crack and cracked portion received from the stores plus 15 cm shall be treated as C.I. scrap. No claim for cutting of C.I. pipes, carriage of cracked portion from the stores and returning back the scrap to the stores shall be entertained.
23. The costly parts such as spindles of valves etc. shall be removed by the contractor from the valves and kept in his safe custody and the same shall be refixed before completion of work or as and when desired by the Engineer-in-charge. No claim on this account whatsoever shall be entertained.
24. The contractor shall submit, if desired, samples, drawings, equipment characteristics and capacity data etc. of equipments, accessories, devices etc. that he proposes to use in the installations (if any) to the Engineer-in -charge for approval.
25. Provision of appliances at site: - The contractor shall provide and maintain at his own cost appliances at site in good working condition required for conducting tests at site such as balance, set of standard sieves and dial type thermometer etc. complete as per requirements of the Engineer- in-charge in order to enable the Engineer-in-charge or his representative to conduct field tests etc. to ensure that the quality of work is in accordance with the prescribed specifications.
26. Potholes and depressions shall be repaired at least one day prior to surfacing of the road.
27. The contractor shall remove all bitumen spots on kerbs and channels and all heaps of wasted mix from gully gratings, bell mouths and other interception arrangements at the end of day's work failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor.
28. Conditions for building and allied works:-
- (a) Whenever recessed fittings are required to be provided, the contractor shall keep necessary recesses in building work during its execution itself failing which the contractor shall make all such recesses, grooves etc and make good the damages at his own cost unless otherwise specified in the schedule of quantities.
- (b) The Engineer-in-Charge shall require, where he may deem so necessary, to provide grooves of approved pattern between various surfaces such as timber/plaster, concrete or exposed concrete/brick work, ceilings/wall, skirting/plaster, between contractor's rates for various items are deemed to included the cost of making such grooves.

- (c) For concrete and RCC work, no extra payment shall be made for leaving recesses, holes and other openings for services and finishing them to correct sizes and making sunk positions or troughs for carrying pipes or fixing other fittings, marking RCC members of different shapes and thick nesses as per drawings, embedding hooks, suspenders, dowels, clamps holts, pipe sleeves etc. as directed, leaving slits, grooves, rebates and drip moulds in required positions, providing holes for embedding railings, protecting fresh concrete against damage by rain, making brackets of required shapes, laying concrete to different slopes, cambers and curves, allowing other authorizes agencies (if any) to work simultaneously for completing their part of the work and resetting minor displacements in form work or reinforcement after other agencies have completed their part of the work.
- (d) The structural and architectural drawings (if any) shall be properly correlated at all time before executing anyworkArchitectural requirements shall be fully satisfied in those items where specific mention is made "Architect's Drawings", Architect's design "Architect's Approval", etc. In addition, for finishing items samples shall be prepared for prior approval before starting the work on these items.
29. The aforesaid conditions shall be read and construed as forming integral part of contract.
30. All building rubbish and dismantled material shall be disposed of at "recycling plant of MCD for construction and demolition work " at Burari at Jahangir Puri Delhi.

Engineer-in-Charge
Executive Engineer (M/S)

Additional Conditions

1. ~~The contractor shall get himself registered as per section 7 of the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and all the workers employed on the work shall be registered as beneficiary as per section 12 of the said act before release of payment.~~
2. The contractor shall properly maintain Register of Beneficiaries, Health Register, Register of wages / muster roll and report of accident as per various forms under the Delhi Building and other construction workers (Regulation of Employment and conditions of service) Rules, 2002.
3. The contractors should have valid labour license under Sec-12(1) of the contract labour (regulation and abolition) Act 1970.
4. Contractors shall have to provide the P.F. Nos. and ESI Account Nos. of Casual/ Contract workers. Up- to-date proof of payment through ECS or NEFT to the labour employed at the said work must be produced before preparing passing and dispersing each bill of work.
5. Contractor will deploy at least Labours (skilled or unskilled) on work as per DAR-2018 Vol-I & II as amended from time to time & accordingly make payment of E.P.F. & E.S.I & claim for reimbursement for the same from Engineer-in-Charge. On actual basis subject to for maximum strength as per DAR applicable.
6. Junior Engineer-in-Charge of work shall certify and establish that all labours deployed in work have been paid tall wages through ECS/NEFT/ ON LINE/ by payee cheque by the agency/ contractor.
7. Necessary recoveries shall be made from the contractor running bill as per govt. notification, Orders issued time to time.
8. Reimbursement of any tax shall be made as per the guide line of Govt. of India issued time to time.
9. The contractor have to submit an undertaking while applying of grant of Extension of time, that

" I / We will not claim any damages on account of additional expenses incurred and losses suffered on staffoverheads, Establishment including T & P etc. whether the extension of time shall be granted without levy or with levy of compensation."

Contractor

Engineer-in-Charge
Executive Engineer (E)
For and on behalf of NDMC

SPECIAL CONDITION OF N.G.T

1. The Contractor shall not store/dump construction material or debris on metalled road.
2. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot / area using CGI sheets or plastic and / or other similar material to ensure that no construction material dust fly outside the plot area.
4. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
5. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
6. The Contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
7. The contractor shall ensure that C & D waste is transported to the C & D waste site only and due record shall be maintained by the contractor.
8. The Contractor shall compulsory use of wet jet in grinding and stone cutting.
9. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
10. The contractor shall carry out on-Road-Inspection for black smoke generating machiner. The Contractor shall use cleaner fuel.
11. The Contractor shall ensure that all DG sets comply emission norms notified by MoEF.
12. The Contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
13. The Contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
14. No concrete or construction or repairing works will be done at least within one metre radius of the trunk of trees.
 - (a) Wherever because of the width of the road/ pavement/divider it is not possible to provide one metre around the trees than it is liberty to the field officers to permit lesser dimension commensurate with space available at site in the special circumstances only but it shall be ensured that tree have sufficient area of receiving the water and air to its roots.
15. In pursuance the aforesaid order, the breathing space around the trees has to be invariably maintained.
16. There shall be no concretization of the trees within one meter of their circumference.

Executive Engineer (E)M/S

Special Conditions for use of Recycled product of C & D Waste.

1. It is mandatory to use manufactured aggregate (Recycled concrete aggregate/ recycled aggregate) and recycled products as per Items in schedule of quantities of this work.
2. Manufactured aggregate (Recycled concrete aggregate/ recycled aggregate) and recycled products shall be procured by the contractor from any of the recycling plant of presently functional at Burari, Shastri Park and Mundka or any other recycling plant in NCR, as per directions of Engineer-in-charge.
3. No extra payment shall be made to the contractor for the cartage of the manufactured aggregate (Recycled concrete aggregate/ recycled aggregate) and recycled products from recycling plant to the site of work.
4. Manufactured aggregate (Recycled concrete aggregate/ recycled aggregate) and recycled products shall be procured by the contractor specifically for the execution of the items of the work. Proper receipt/ acknowledgement, mentioning, agreement No. Name of work, Department of Date of Procurement shall be submitted by the contractor along with each and every bill.
5. Test certificate for the conformity of the manufactured aggregate (Recycled concrete aggregate/ recycled aggregate) and recycled products with relevant IS code/CPWD Specifications shall be obtained by the contractor from the recycling plant from where the material would be procured and the same should be submitted to the Engineer-in-Charge for further quality tests etc. by Engineer-in-Charge. The Contractor shall be responsible for conformity of the quality of material as per IS Codes/ CPWD Specifications.
6. Contractor shall dispose of all building rubbish received from the site of work to C & D waste recycling plant at Burari or as approved by Engineer-in-charge. The cost of recycling of building rubbish charges deposited by the contractor at the recycling plant will be reimbursed to the agency after submission the receipt of the same with name of work/ agreement number and name of agency clearly mentioned on the receipt.

Executive Engineer (E)M/S

SPECIAL CONDITIONS

1. The work shall be carried out strictly in accordance with the specifications and shall also conform to requirement of Indian Electricity Rules in force as amended up to date.
2. The works executed by the Contractor shall at all times be open for inspection of Engineer in Charge or his authorized representative.
3. No compensation for any damage caused to the works or materials by rain, flood or other natural calamities shall be paid to the contractor. The contractor shall have to bear the complete cost to repair/replace the damaged work/material.
4. The contractor shall arrange all tools & tackles including their cartage to and fro within quoted rates.
5. 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.
6. Necessary precaution required for safety of man-power deployed shall have to be taken by the contractor himself. NDMC shall not be responsible in case of any miss-happening during execution of work and shall be free from all legal implications.
7. Any work not mentioned in the schedule of work and which is essentially required for entire completion of the Work are deemed to have been included in the scope of work. Nothing extra on any such account shall be paid.
8. No advance shall be paid against material and payment shall be made as per Terms & Conditions or after entire completion of the works.
9. Time allowed for completion of whole work will be 30 day from the date of award of work or handing over of site/Road cutting permission whichever is later.
10. For evaluation of quoted prices, the total amount of the entire work including taxes & duties etc. shall be considered. (Item rates shall not be considered for evaluation).
11. The jointing kits should be guaranteed for five years against any manufacturing defects/failure from the date of commissioning and in case of failure it should be replaced free of cost by the firm. The cable length required for making joints shall be arranged by the department or by unbinding the loop of cable. The cost of the length of the cable used for making joints shall be recovered from the security deposit of the firm as per the NDMC stock issue rate plus department charges as applicable.
12. The H.S. Type jointing kits should be duly type tested as per relevant IS/IEC standards from, CPRI/NABL accredited lab. And furnish type test reports should be submitted at the time of start of work. Type test reports shall not be older than five years and shall be valid up to the expiry of the stipulated date of completion.
13. The name of manufacturers shall be written on running lengths particularly on H.S. Sleeve.
14. Any material, equipment and services which may not be specifically mentioned in the specifications or drawing but which are usual or necessary for carrying out the work under the contract/work order are to be provided by the firm/bidder without any extra charges.
15. The bidder is required to submit Model name/Model No. and list of contents of jointing kits offered for supply along with offer. All kits should be in sealed condition complete in all respect as per list mentioned in the packing. The making of joint in all respect will be the responsibility of the bidder and he shall provide all the consumable etc. required at his own cost.
16. For evaluation of quoted prices, the total amount of the entire work including taxes & duties etc. shall be considered. (Item rates shall not be considered for evaluation).
17. Deviation Limit: +/-50%.
18. Make of Jointing Kit: Raychem/ 3M/Cabseal/Denson.

Executive Engineer (E)
Maintenance South Division

CABLE LAYING SPECIFICATIONS

- 1 The Cable laying work shall confirm generally to specification as per IS 1255 latest edition and also according to Indian Electricity Rules.
- 2 Where one HT cable is to be laid in a trench, the trench shall be excavated 0.90 mtr deep and not less than 0.30 mtr wide. If, however, more than one HT cables are to be laid in the same trench under individual brick tiles, width of the trench shall be increased by 23 cm for each extra cable. Where it is not possible to excavate 0.90 mts. Deep due to unavoidable circumstances, the trench shall be excavated to the maximum possible depth and accepted subject to the approval by the Executive Engineer In charge. Proportionate deduction will be made from the contractor on this account.
- 3 The trench shall be excavated with a uniform cross section through out with its angles and sides square and in accordance as per above specification unless directed by the Engineer In charge. Where the cables are to be laid in a straight run and the trench shall be excavated in a well defined straight line and where it is necessary to divert the cable to run them in a curvature, the trench shall be excavated in an arc with a defined radius as per the specification below. Cable where laid along road berms shall run parallel to the centerline of the road. Where gradients and change in the depth are unavoidable these shall be gradual.
- 4 Where the cables have to be diverted, the curvature of the bends shall have a radius not less than twice the diameter of the cable drum or 20 times the diameter of the cable whichever is greater of the two.
- 5 The distance of the centerline of the trench from the curve or the road berm of any cable shall be decided by the Engineer In charge or his authorized representative.
- 6 For excavating a trench, route shall be taken between the feeding and receiving end. The Engineer Incharge or his authorized representative shall decide route. To ensure that cable is laid in a well defined manner, the contractor shall excavate inspection pits not less than the depth of the trench to be excavated and spacing not more than 20 meter so that straight route free from existing services is followed.
- 7 After excavation of the trench, the trench shall then be provided with a layer of clean, dry, sand cushion of not less than 8 cm in depth before laying the cables therein. The cable laid in trenches in single tire formation shall have a covering of dry sand of not less than 17 cm above. The base cushion of sand before the protected cover is laid, so that the total sand of cushioning is 25 cm The cable should run in the center of their rectangular cross section of the sand cushioning. The sand should then be lightly rammed and the brick tiles put over the top of the sand cushioning, making one solid and continuous strip of the brick tiles. Extra care should be taken to ensure that no gaps are left between the two consecutive brick tiles. If only one cable is laid in a trench, covering of 23 cm width of brick tiles should be sufficient. For each additional cable length in the same trench, the width of the brick the covering shall be increased by 23 cm
- 8 The sand used in the cushioning for cable shall be free from any hard substance such as stones, pieces of broken bricks, pebbles, etc.
- 9 The brick tiles Class 'B' to be use in covering the cables in the trench shall be fully burnt in proper shape and in one piece. Broken brick tiles or parts thereof shall not be used in covering the cables.
- 10 RCC pipes laid should be properly sealed at joints, joined with RCC Collars and both the ends with appropriate lean cement concrete mixture thereby avoiding any plugging of pipe with mud etc. No extra payment will be made for this. RCC pipes shall be ISI Marked with built in collars.
- 11 As required by the Engineer In charge or his authorized representative, cable loops shall be left for connection up to panels, pillars, road light poles, etc.
- 12 The road cut should be properly filled up with material excavated form there that should be suitably rammed and compacted so that there is no hindrance to traffic and also follow all the instructions as per the road cut permission obtained from the department/other authorities.
- 13 Proper barricade should be done at the time of execution of work to avoid any accident/miss-happening.
- 14 Before taking road cut permission from Civil Engineering department , an GPRS report is to be provided by the bidder for doing the cabling work through trenchless technology.
- 15 In case HDPE Pipes are not laid through trenchless technology & laid through open cut then the payment will be made @ 50% of the rate prescribed to trenchless technology.

ExecutiveEngineer(E)M/S

SPECIFICATIONS/ CONDITIONS FOR SUPPLYING & LAYING HDPE PIPE.

1. The HDPE pipe shall be supplied PN-4 Class having PE-80 material, ISI mark confirming to IS: 4984 with up to date amendments.
2. The HDPE pipe shall be laid through trenchless technology and open cut whereas applicable. In case boggy system is used for laying pipes, payment of 50% of the approved rates will be made.
3. During the course of execution of work if any accident occurs (major/minor) no compensation will be paid by the NDMC and the same shall be on the part of the contractor only.
4. The Engineer-In-Charge will decide the location of laying of HDPE pipes.
5. Since the pipes will be laid in VIP roads by open cut it at 1.5 mtr depth minimum or as per site conditions, the traffic permission to bring the machines will be obtained by the contractor.
6. The pit to lay the pipes will be dug and refilled by the contractor. The extra earth will also be removed and disposed of by the contractor.
7. The ends of the pipes shall be temporarily closed after laying the pipes.
8. Detection/ scanning of the existing underground utility services should be done before carrying out the work. No extra payment shall be made for detection/scanning.
9. The contractor may be asked to lay the pipes at short notice because of security reason in VIP areas or congestion/traffic.
10. HDPE Pipe markers shall be fixed to pinpoint the exact location of pipes.
11. The rejected/damaged/surplus pipes shall be taken back by the contractor, nothing extra shall be paid for such material.
12. The depth of the pipes will be decided by the Engineer-In-Charge depending upon the capacity and size of the cable.
13. After laying of HDPE pipe; 4mm dia, 3 strands polypropylene rope of ordinary grade (as per IS: 5175-1987) shall be crossed and left inside the pipe for drawing out of the cable free of cost.
14. In case of HDPE pipe is got laid well in advance and at the time of crossing the cable at some later stage, the cable does not cross through the pipe due to one reason or the other, either the contractor shall get crossed the cable from the pipe or shall lay another HDPE pipe of the same size at his own cost.
15. After laying the pipe, the contractor shall carry out the cleaning and roding of pipe.
16. The measurement of HDPE pipe laid across the road shall be taken as per the actual site requirement. The HDPE pipes in roads up to ten meter length shall be laid by using boggy, for which reduced rates shall be given as indicated at Sr.no-2 above.

Executive Engineer (E) M/S

Special Conditions of Contract

1. The contractor should exercise care in handling the cable and avoid forming the 'Kinks'. The cable drum should invariably be conveyed on the wheels and axle set strong enough to carry weight of the drum and pull by means of ropes. Alternatively, they may be mounted on trailer or on a suitable mechanical transport that will be arranged by the contractor himself and the cable should be unrolled in right direction indicated on the drum by the manufacturers.
2. After cable is laid, it will be tested by the Engineer In charge or his staff and should yield approximately the same results as the one made at the Stores or other places in New Delhi.
3. When commencing work, the materials should be collected for minimum possible time at places that are put to way and could not give any unsightly appearance. After completion, all the left-over material should be removed without leaving any unsightly patches. If this condition is not fulfilled, the Chief Engineer or his authorized representative may get the work done through other agency or departmentally without prior notice and recover the cost from the contractor.
4. Generally, the size of the trenches to be excavated for laying of cable shall be in accordance with the specification laid down by the Engineer In charge or his authorized representative and at his discretion can amend the specifications in respect of the size of the trench and the amount of cushioning to be provided. The Engineer In charge or his authorized representative shall direct as to which of the cable length to be laid in the same trench and which in separate trenches.
5. If any damage is done to any other services due to operation of the contractor, the whole cost of making good such damages shall be recovered from him and where such amount to be a breach of the terms of this contract, the Chief Engineer may at his discretion cancel this contract and declare the contractor to be irresponsible and he shall not be re-employed in future for a specified period or permanently.
6. The contractor himself will make arrangements of drinking water for the labour working at site.
7. There exists a lot of underground LT/HT cables, telegraph cable and pipe lines in the New Delhi area. The contractor will have to exercise great care in excavating trenches where there is doubt; a reference should immediately be made to the engineer in charge of the work. If any damage is done, the cost of making good such damages or entire replacement of cable etc. if found necessary shall be recoverable from the contractor.
8. The Executive Engineer in whose jurisdiction a particular work of cable laying under the terms & conditions of contract is done will depute his Assistant. Ex. Engineers. /Jr. Engineers or any other subordinate authority on his behalf for day to day supervision of the work. The instructions issued by such officer should be faithfully carried out. This does not however, take the right of Ex. Engineer or Superintending Engineer or the Chief Engineer to order rectification of any technical fault committed in the execution of any technical work and nothing extra will be payable to the contractor for such rectification.
9. The contractor will be responsible for making suitable arrangements to complete the work within the scheduled time and he must maintain adequate progress as per requirement of Department from time to time. If the contractor fails to show reasonable progress, the Chief Engineer shall have the power and authority under the Contract to resort any of the following measures for expediting the completion of work.

10. The work can be got executed through any other agency and additional cost of the work, if any, shall be recovered from the contractor.
11. The contractor's tender can be rescinded and his Earnest Money forfeited. In the event of any dispute arising on this point, the decision of the Chairperson, NDMC shall be final and fully binding.
12. No trench or holes should be left unprotected in the open stage at any time and for any length of time without completing the job, refilling them in a satisfactory manner is a must.
13. No trench or holes should be dug until the contractor is certain that the cable is available for laying in it.
14. Before starting any cable laying work, written road cut permission must be obtained from the concerned Executive Engineer (Electric). Whenever a road is required to be cut, the contractor must give proper intimation about the intended time of road cut to the concerned Ex. Engineer (Elect.) so that the concerned Civil Enquiry is informed to undertake the road repair work promptly. The contractor shall also fill up all the cuts made on roads, service roads, road berms, pucca floor, approach roads of building etc. with material excavated immediately after the HDPE pipes have been laid and suitably compact it so that there is no hindrance to the traffic. All surplus materials should be immediately removed. No extra amount will be paid for filling road, compacting the filling material and removing surplus material and its stacking at proper place without any hindrance to traffic or otherwise.
15. Where trenches are left open overnight and where roads are being cut in the day or night, the contractor shall exhibit suitable danger signals such as banners, red flags and red lamps at their own cost. Where the road is required to be closed for traffic, the road-closed board in English as well as Hindi of approved design shall be suitably displayed.
16. The contractor has to abide by the conditions of code of conduct for road cutting. Any violation of code of instructions issued by Authorities can entail fine to the contractor up to Rs 5000/- against individual work orders besides other actions as deemed fit in accordance with the instructions issued from time to time.
17. The contractor shall provide at his own cost the cautionary sign boards of approved design having name of the concerned XEN with his Telephone nos. at regular intervals all along the trenches, excavations and particularly at intersections and road crossing where trench excavation are in progress. The cautionary illuminated signboards, blinking lights are to be provided while working at night. These can be connected to the nearest street light pole.
18. Restoration should be perfect including watering, compacting and removal of surplus earth to be stacked behind footpath or in lane after every 50 mtrs. (Approx.). Material should not be stacked on footpath.
19. At a stretch digging of trench should not be more than 250 mtrs. long. After restoration of dug out trench, further digging of trench shall be carried out.
20. After laying the cable and dressing up of trench, the contractor shall remove malba/surplus earth and stack at regular intervals at a distance of 50 mtrs. (Approx.). In case the malba/surplus earth is not removed within the stipulated completion time, the same shall be got removed at the risk & cost of the firm and the penalty as per various Clauses /conditions of the N.I.T. /other authorities will be imposed. Nothing extra on account of this shall be paid to the contractor.
21. Necessary permission for plying trucks for cartage of cable, laying material, cable has to

be applied by the firm well in time so that the same is obtained from Traffic Department of Delhi Police without any further loss of time. The delay, if any, on this account will be on the part of the Contractor.

22. Generally, the work is to be carried out in NDMC area. However, in case the work is to be got done outside NDMC area, the rates shall remain the same and no extra payment shall be made for executing the work outside NDMC area.
23. The contractor shall make his own arrangement for motorized mode of transport for carting the material in NDMC area as cycle rickshaw/handcarts are banned in NDMC area.
24. During the course of cable laying works or during the carting of material such as cables, cable drums, HDPE pipes, sand, RCC Cable covers etc., if any accident occurs (major/minor) no compensation will be paid by the NDMC. It shall be on the part of the contractor only.
25. The laying of HDPE pipes should be done with the trench less machines. In case the machine is found to have not been used by the contractor a recovery of @50% shall be made for the portion/item as per schedule of Quantities/rates.
26. The contractor shall deposit four copies of cable route plan on paper with soft copy in pen drive or external hard disk, indicating the exact position of the cable its cable joints, manufacturing and year of cable laying, name of agency and name & designation of the checking/inspection of the officers.
27. Rates: - Rates shall be quoted in Indian Rupees. Items rates quoted by the bidders shall be only for deductions purpose whereas the total quoted bid amount shall be the criteria of deciding the Lowest bidder. Unless otherwise provided in the description of various items of work, the rates tendered by the contractor shall be for completed items of work covering all materials, labour carriage, royalties, fees, rents, sales tax/ Vat/GST/WCT octroi, wastage, tools, plant, equipment, transport, temporary constructions, overhead charges and profits as well as general liabilities, obligation and risks, arising out of the conditions of contract and carrying depths, lead and lifts. No extra charges, whatsoever, consequent on any misunderstanding or otherwise shall be allowed. However, in case of building works, extra payment for items of concrete work, RCC work, brickwork and stone work only above different floor levels shall be made at the rates for such items only as are provided in the Delhi Schedule of Rates. For operation of these rates, the floor level shall be the top of RCC slab in main room and not the top of any sunk or depressed floors/labs.
28. No. revision in rates due to change/closure of sources of materials: - Collection of materials at the site of work for the proper execution of the work as per specifications shall include all leads and lifts. The rates of various items of work shall hold good irrespective of the quarry or source from which materials are brought so long as these conform to the specifications. Closure or change of any particular quarry or source shall not entitle the contractor to claim any revision in rates.
29. Some restrictions may be imposed by the police authorities etc. on the working and/or movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and no claim of payment on this account whatsoever shall be entertained.
30. **Compensation for damage by rains, floods or other natural calamities:** - No compensation for any damage caused to the work or materials by rains, floods or other natural calamities shall be paid to the contractor. The contractor shall have to make good all such damages at his own cost as per the directions of the Engineer-in-charge failing which the damages shall be made good by the Engineer-in-charge at the risk and cost of

the contractor.

31. **Work on Sundays and holidays:** - No work shall be carried out on Sundays and authorized holidays without the prior approval of the Engineer-in-charge in writing. The period allowed for completion of the work includes Sundays and authorized holidays.
32. **Work not done in ordinary working hours:** - If the contractor shall execute any work, not in ordinary working hours, in the absence of the Engineer-in-charge or his authorized representative and without having previously given him sufficient notice in writing that such work was about to be executed, he shall take up and reconstruct any work so executed at his own cost and expenses, if ordered to do so by the Engineer-in-charge in writing under his hand.
33. **Clearance of site:** - The contractor shall clear the site of work simultaneously as the work proceeds failing which the same shall be got cleared by the Engineer-in-charge at the risk and cost of the contractor by giving him one day notice.
34. **Disposal of materials of offensive nature:** - All night soil, filth or other materials of an offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface of any street, road or where it is likely to be a nuisance or passed into any sewer or drain, but shall at once be removed by the contractor from the site to suitable dumping ground.
35. **Facilities to other contractors :-** The contractor shall in accordance with the requirements of the Engineer-in-charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly authorized agency which may be employed at the site on execution of any work not included in this contract or of any contract which the N.D.M.C may enter into in connection with or ancillary to the work.
36. **Work in different parts to be executed simultaneously:-** The contractor shall progress in the different parts of the work simultaneously as far as possible so that minimum breakage and repairs are involved. The entire work shall be ended over in a satisfactory finished state.
37. **Conditions regarding taking over completed portion of work :-** During the progress of the work, completed portions of the work may be put to use by the Engineer-in-charge and the contractor shall remain fully responsible for maintenance of the work till the entire work covered by the contract is satisfactorily completed and a certificate of completion given by the Engineer-in-charge. Maintenance of the work during the defect liability period shall be governed by the relevant clauses of conditions of contract.
38. **Possession of site:** - The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the contractor shall be defined and/or marked on the site plan and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for purposes or in connection with the contract, such use or occupation shall not confer any right of tenancy of the land to the contractor and the contractor shall vacate the land on demand by the Engineer-in-charge.
39. **Occupation of private land:** - The contractor shall not, except with the consent of the occupiers thereof, form temporary roads nor cart any earth or materials nor place any excavated or other materials and T & P upon private land and any damage done to any property whatever contiguous to the work or otherwise shall be at the sole risk and cost

of the contractor. The contractor shall also pay for all damages caused by or incidental to the work in whatever manner occasioned and shall indemnify the N.D.M.C from any liability in respect thereof, and the amount of any claim made upon it in consequence of such damages by the contractor, which it may have to pay, shall be deducted by the Engineer-in-charge from any money due to or may become due to the contractor.

40. The contractor shall not occupy or obstruct by his operations more than one half of the width of any road or street at any one time. However, in unavoidable conditions the contractor shall obtain the consent of the Engineer-in-charge in writing before closing any road to vehicular traffic and the foot walks shall be kept clear at all times. The contractor shall at his own expense and charges, provide and maintain in good working condition all fencing, boarding, strutting, diversions, barricades, cautionary signs, signals, speed limit boards, red and green flags and red light at night with sufficient number of chowkidars and other safety measures while the work is in progress or blocking or cutting roads and laying pipe lines or where ever otherwise necessary and all enclosures for materials or T & P on works, for protection of public and proper guidance of traffic. The signs set up shall be of approved design and of reflectory type if so desired. Temporary warning lamps installed at all barricades during the hours of darkness shall be kept lit at all times. The contractor shall also provide suitable passage ways over the trenches for access to various buildings, roads and service lanes etc.
In case the contractor fails to comply with the aforesaid arrangements, the same shall be made by the Engineer-in-charge at the risk and cost of the contractor
41. The contractor shall store materials, whether brought by the contractor or supplied by the N.D.M.C, keep the T & P, install water & power system, electrical and mechanical equipments and construct all temporary structures etc. on the site only at places approved by the Engineer-in-charge. Should such places be required by the Engineer-in-charge for any other purposes, the contractor shall clear the places within such time as may be instructed by the Engineer-in-charge. In case of default, the same shall be got cleared by the Engineer-in-charge at the risk and cost of the contractor.
42. Temporary access to the site: - The contractor shall provide onsite temporary access to the site and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damages done to the site.
43. The contractor shall be bound to bear the expenses of defence of every suite, action or other proceedings at law that may be brought by any person for injury sustained or damages to any property, whatsoever, which may arise out of or in consequence of the construction and maintenance of works owing to neglect of the proper precautions and to pay any damages and costs which may be awarded in such suite, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by such person. He shall also indemnify and keep indemnified the N.D.M.C against all damages and costs consequent upon such claims arising from any such injuries or damages to person(s) or property.
44. All other provisions remaining unchanged, the contractor shall be allowed to pitch tents only as per the instructions of the Engineer-in-charge in place of huts of walls and roofs of prescribed specifications for labour and other alike structures, temporary or otherwise including sanitary arrangements, as per the provisions of Model Rules and Fair Wage Clause.
45. Income tax deductions :- Income tax, as applicable under the Income Tax Rules framed from time to time by the Govt. of India, at the prescribed rates shall be recovered from each bill of the contractor.

46. Treasure, trove, fossils, etc. : All fossils, coins, articles of value or antiquity, any structures and other remains or things of geological and archaeological interest discovered on the site shall be absolute property of the N.D.M.C and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer-in-charge with such discovery and carry out the Engineer-in-charge's directions as to the disposal of the same.
47. The contractor shall submit, if desired, samples, drawings, equipment characteristics and capacity data etc. of equipments, accessories, devices etc. that he proposes to use in the installations (if any) to the Engineer-in-charge for approval.
48. Detection/scanning of the existing underground utility services shall be in the scope of work and the contractor has to submit Ground Penetrating Radar Survey (GPRS) Report for feasibility with respect to proposed route plan for road cutting to lay their service. The report shall be certified by Authorized Signatory and self explanatory, showing feasibility with respect to proposed depth of trenchless cutting through HDD (Horizontal Directional Drilling) Method of Standard Trenchless Technology as well as for open cutting before carrying out the work. No extra payments shall be made for detection/scanning.
49. Design, Fabrication & installation of Cable Supporting Structures 11 KV feeders having 400sqmm/3C XLPE cable including supply of required material suitable M.S. Angle, Cable Cleats, Nuts & Bolts (if required at site).
50. The year wise breakup for execution of work in the ratio 35:35:30 for 03 years respectively

Executive Engineer (E) M/S

SPECIAL TERMS & CONDITIONS

1. **License:** -The firm should possess a valid contractor's license to execute electrical works in National Capital Territory of Delhi from the Office of the Chief Electrical Inspector, Govt. of NCT, Delhi.
2. **Execution of Contract:** - The successful tenderer shall have to execute a contract if called upon to do so by the Council within seven days of the receipt of such notice and the names of the authorized representatives of the contractor who would be responsible for taking instructions from the Engineer In charge. In case the tenderer fails to execute the contract, the tender is liable for rejection and the amount of E.M. deposited shall be forfeited.
3. **Validity of Contract:** - The contract will be valid for three years from the date of award.
4. **Power to vary or omit work:** - The length & size of the cables and total amount of the tender listed in the schedule are only approximate and the Council does not bind itself to those quantities which are only tentative estimates of the value of work. It may be noted that cables of size/length different to the ones listed in schedule have to be laid/dismantled. There might be additions to the quantities against some of the items and reduction in the quantities against others or no work may have to be carried out against some other items. The payment shall be made only for the extent of the work that is actually carried out and measured.
5. **Guarantee due Performance:** - Guarantee period shall be twelve months from the date of completion mentioned in the work orders issued by the various division for various works under this contract.
6. **Refund of Security:** - Security will be refunded after guarantee due performance period of twelve months from the date of completion of works under this contract.
7. **Storage, Watch & ward:** - The contractor shall make his own arrangements for storage watch & ward of the cables/other materials drawn from Stores, dismantled from sites, till such time the work is completed and handed over to the Engineer In charge of the work and the surplus dismantled cables/other materials are returned to Store.
8. **Arrangement of Labour:** - It is essential on the part of the contractor to engage adequate labour so as to cope up with the cable laying/dismantling works allotted to them for various sites. To ensure this they will be required to submit weekly report to XEN (M/F) in respect of the No. of workers engaged by them on each day along with the details of deployment of labour on each of the work allotted to them.
9. **Tool and Plants:** - the contractor at his own cost shall provide all tools and plants for the transportation of cable drums. However, an obligatory, if the wheel and axle set is available with the Department, the same shall be provided to the contractor at the suitable rent fixed by the department. In case of non-availability, the contractor shall make his arrangements for wheel & axle set and the work will not be withheld on this account.
10. **Extra payment for extra cable laid in the same trench:** - The rates for road cut have been worked out for laying, dismantling of one cable only. If more than one cable is laid in the same trench under separate layer of brick tiles, road cut charges as applicable will be paid separately for all such cables.
11. **Schedule of Rates:** - The rates worked out in the schedule are inclusive of cartage and supply of the requisite materials and cartage of the cables where necessary besides labour charges for carrying out the works. Same rates shall hold good irrespective of whether the cable is laid in a trench in accordance with specifications, or in a case inside a building where excavation of trench is not necessary. For carrying out the works in later cases, wall/floor shall have to be cut and made good by the contractor without any extra charges.
12. Road cutting permission from NDMC/PWD/MCD/CPWD/Tree Inspector/Horticulture and other agency shall be kept in the scope of contractor. This division shall reimburse the same after producing necessary required documents on actual basis.
13. The contract will be awarded for 3 years, the work for second & third year will be given after satisfactory performance of the work done by the Contractor during previous year.
14. The estimated cost put to tender is provisional and no claim of contractor, what so ever, would be entertained due to less/more allocation.
15. Being rate contract quantum of work shall be as per actual site requirement.
16. In case of mishappening or damages to the utilities, during the cable laying work, the contractor shall be held responsible to make good the same at his own cost. Further, if any major damages is caused due to mishandling/ non observance of precautions, the contractor can also be resigned without

assigning any reason, besides forfeiture of his Performance Guarantee/Security deposit and also black listed.

17. To facilitation the execution of urgent nature of works free space shall be provided by NDMC for storage of tools, material & limited number of labour up to a maximum Ten (10) numbers during the contract period. No structure whatsoever shall be allowed to construct by the contractor for residing the labour.

Ex. Engineer (E) M/S

SPECIAL TERMS & CONDITIONS-II

The special terms & conditions shall be read and considered along with the general terms and conditions of schedule and technical specification appended thereto and if there by any conflict or inconsistency between the provision here of and those contained in general conditions/technical specifications, the conditions contained here-in shall prevail.

1. The work shall be carried out strictly in accordance with the specifications of the NIT & complete in all respect as required at site and shall also conform to requirement of Indian Electricity Rules in force as amended up to date.

2. The contractor shall use his own T&P in carrying out the work.

3. The contractor will work strictly in accordance with the instruction of Engineer-in-Charge or through his staff, if so authorized. In case some particular item of work is not specifically mentioned but the same is essentially required for the completion of work then contractor shall do the same. Nothing extra shall be paid to the contractor on the account. The contractors are therefore advised to thoroughly understand the work, inspect the sites before quoting the rates.

4. The tenderer must inspect the sites of work before lodging the tenders in their own interest for assessing the actual work involved to complete the job on time.

5. The works executed by the Contractor shall at all times be open for inspection of Engineer in Charge or his authorized representative.

6. The above mentioned conditions are only indicative and not limited to them. The contractors are required to quote their rates considering the work as a whole, inclusive of all the required materials, accessories, small or big in all respects. The contractor shall not be relieved of his responsibilities of completion of work for not mentioning some particular item, material, T&P etc. in the tender document. The parts not specifically included but required otherwise for the successful completion of the work, should form part of the equipment.

7. The contractor will be fully responsible for the safe custody of the material right from the time of possession taken of the same from the NDMC's Engineers.

8. No compensation for any damage caused to the works or materials by rain, flood or other natural calamities shall be paid to the contractor. The contractor shall have to bear the complete cost to repair/replace the damaged work/material.

9. Minor material such as nuts, bolts, washers, M.S. Hooks, thimbles, ferrules, clamp etc. require to complete the job will be provided by the contractor without any extra charges.

10. The contractor shall use the good quality or ISI mark material as approved by the Engineer In charge for various items of work.

11. The NDMC reserves the right to accept and reject any quotation in part or full without assigning any reason.

12. The contractor must inspect the site of work before quoting the rates in their own interest for assessing the actual work involved to complete the job.

13. The contractor shall make all the arrangements for the safety of his staff. NDMC shall not be responsible in any way for injury/disablement/death, due to accident to any workman at site and NDMC will be free from any legal bindings in this account. The contractor shall provide a list of workers working at site.

14. The Contractor shall make necessary arrangement for the safe custody of material issued to him by NDMC for incorporating in the work, to avoid any loss due to theft, pilferage, fire etc.

In case of any dispute between the contractor and the Council relating to the terms & conditions of any way arising out of the work the same shall be referred to the sole arbitration of the Chairperson, NDMC, New Delhi whose decision shall be final and binding on the both parties

GENERAL CONDITION-II

1. The cable to be laid will be handed over to the Contractor at the Council's stores or other places in New Delhi after carrying out insulation test. The contractor will then, if necessary, unroll the cable for measurement, rewind it on the drum and cart it to the site of work. He will then lay the required length of cable and return the balance to the Stores or other places in New Delhi. He will when required to do so, unroll this balance cable for measurement and rewind it on the drum.No extra amount shall be paid for this work.
2. The contractor should exercise care in handling the cable and avoid forming the 'Kinks".The cable drum should invariably be conveyed on the wheels and axle set strong enough to carry weight of the drum and pull by means of ropes.Alternativelytheymay be mounted ontrailer or on a suitablemechanical transport that will be arranged by the contractor himself and the cable should be unrolled in right direction indicated on the drum by the manufacturers.The empty drum is to be returned to NDMC Stores as soon as the cable has been unrolled.
3. In the case of road lighting distributors, contractor should leave loops as required. The loops should be buried at right angle to the trench; care should be taken to see that there is no kink.
4. When cables have to be diverted, the trench will have to be excavated in such a way that the bend in the cable is as per Para 3 of the Specifications.
5. After cable is laid, it will be testedbythe Engineer Incharge or his staff and should yield approximatelythe same results as the one made at the Stores or other places in New Delhi.
6. In case lawns are to be cut, it should be done to the entire satisfaction of the Engineer In charge or his authorized representatives and in such a way that the turf removed can be re-laid.
7. Filling of trenches shall be done with excavated earth free from stones or other sharp edged debris only afterthesandcushioningandlaying brick tilesiscarriedouttothesatisfaction of theEngineerIncharge or his representative, unless otherwise specified.The crown of the earth not less than 50 mm and maximum 100 mm in the center and tapering towards sides of the trenches shall be made.
8. When commencing work, the materials should be collected for minimum possible time at places that are put to way and could not give any unsightly appearance.After completion, all the left over material should be removedwithoutleavinganyunsightlypatches.Ifthisconditionisnotfulfilled, theChief Engineer orhis authorized representative may get the work done through other agency or departmentally without prior notice and recover the cost from the contractor.
9. Brick/tiles/stone tiles, recovered, if any, during the dismantling of cables done by the contractor, shall become his property.He will be allowed to use the brick tiles recovered in the laying of HT & LT cable provided they are in good condition and as per our specifications.
10. Generally, the size of the trenches to be excavated for laying of cable shall be in accordance with the specification laid down bytheEngineerInchargeorhisauthorizedrepresentativeandathisdiscretioncan amend the specifications in respect of the size ofthe trench and the amount of cushioning to be provided. The Engineer In charge or his authorized representative shall direct as to which of the cable length to be laid in the same trench and which in separate trenches.
11. If any damage is done to any other services due to operation of the contractor, the whole cost of making good such damages shall be recovered from him and where such amount to be a breach of the terms of this contract, the Chief Engineer may at his discretion cancel this contract and declare the contractor to be irresponsible and he shall not be re-employed in future for a specified period or permanently.
12. Thecontractorhimselfwillmakearrangementsofdrinkingwaterforthelabourworkingatsite
13. Extraamountshallbepaidforcuttingoftheroad,roadberms,andapproachroadsofbuilding/pucca floors/metalled/concrete if necessary for carrying out the works specified in this contract.
14. Thecontractorshallsupplysandandtilestocoverthejointsandloopswithoutanyextracharges.
15. ThereexistsalotofundergroundLT/HTtelegraphcableandpipelinesintheNewDelhiarea.Thecontractor will have to exercise great care in excavating trenches where there is doubt; a reference should immediately be made to the engineer In charge of the work.If any damage is done, the cost of making good such damages or entire replacement of cable etc. if found necessary shall be recoverable from the contractor.

16. The Executive Engineer in whose jurisdiction a particular work of cable laying under the terms & conditions of contract is done will depute his Assistant. Ex. Engineers./Supdt.(Tech.)/Jr. Engineers or any other subordinate authority on his behalf for day to day supervision of the work. The instructions issued by such officer should be faithfully carried out. This does not however, take the right of Ex. Engineer or Superintending Engineer or the Chief Engineer to order rectification of any technical fault committed in the execution of any technical work and nothing extra will be payable to the contractor for such rectification.
17. The contractor will be responsible for making suitable arrangements to complete the work within the scheduled time and he must maintain adequate progress as per requirement of Department from time to time. If the contractor fails to show reasonable progress, the Chief Engineer shall have the power and authority under the Contract to resort any of the following measures for expediting the completion of work:
18. The work can be got executed through any other agency and additional cost of the work, if any, shall be recovered from the contractor.
19. The contractor's tender can be rescinded and his Earnest Money forfeited. In the event of any dispute arising on this point, the decision of the Chairperson, NDMC shall be final and fully binding.
20. No trench or holes should be left unprotected in the open stage at any time and for any length of time without completing the job, refilling them in a satisfactory manner is a must.
21. No trench or holes should be dug until the contractor is certain that the cable is available for laying in it.
22. Before starting any cable laying work, written road cut permission must be obtained from the concerned Executive Engineer (Electric). Whenever a road is required to be cut, the contractor must give proper intimation about the intended time of road cut to the concerned Ex. Engineer (Elect.) so that the concerned Civil Enquiry is informed to undertake the road repair work promptly. The contractor shall also fill up all the cuts made on roads, service roads, road berms, pucca floor, approach roads of building etc. with material excavated immediately after the RCC pipes have been laid and suitably compact it so that there is no hindrance to the traffic. All surplus materials should be immediately removed. No extra amount will be paid for filling road, compacting the filling material and removing surplus material and its stacking at proper place without any hindrance to traffic or otherwise.
23. Where trenches are left open overnight and where roads are being cut in the day or night, the contractor shall exhibit suitable danger signals such as banners, red flags and red lamps at their own cost. Where the road is required to be closed for traffic, the road-closed board in English as well as Hindi of approved design shall be suitably displayed.
24. The vehicular and pedestrian traffic density is very higher on the main road and streets as such trench shall be barricaded properly with M.S. sheet barricading of minimum height of 4 feet along the length of the road berm. This is required for the safety of the traffic and the pedestrians. The tenderer shall be responsible for any mishap which may occur on account of its not taking necessary precautionary measures. The sheet, shall be fixed at sites by them before starting the work. The cost of the barricading shall not be paid extra. Required information regarding work as specified by Engineer-in-charge or his representative shall be written on these barricading sheets.
25. The contractor has to abide by the conditions of code of conduct for road cutting. Any violation of code of instructions issued by Authorities can entail fine to the contractor up to Rs 5000/- against individual work orders besides other actions as deemed fit in accordance with the instructions issued from time to time.
26. Detection/scanning of the existing underground utility services, contractor has to submit Ground Penetrating Radar Survey (GPRS) Report for feasibility with respect to proposed route plan for road cutting to lay their service. The report shall be certified by Authorized Signatory and self explanatory, showing feasibility with respect to proposed depth of trenchless cutting through HDD (Horizontal Directional Drilling) Method of Standard Trenchless Technology as well as for open cutting before carrying out the work.
27. The contractor shall provide at his own cost the cautionary signboards of approved design having name of the concerned XEN with his Telephone nos. at regular intervals all along the trenches, excavations and particularly at intersections and road crossing where trench excavation are in progress. The cautionary illuminated signboards, blinking lights are to be provided while working at night. These can be connected to the nearest street light pole.
28. Restorations should be perfect including watering, compacting and removal of surplus earth to be stacked behind foot

- pathorinlaneafterevery50mtrs.(Approx.).Materialshouldnot bestackedonfootpath.
29. At a stretch digging of trench should not be more than 250 mtrs. long.After restoration of dug out trench, further digging of trench shall be carried out.
30. Noextra paymentshallbemadefordismantlingthecableatanabnormallymoredepth.

Detailsofwork

1. ExcavationofTrench
2. CarriagesofcablefromtheCouncil'sStoresorotherplacesinNewDelhitositeofworkandreturnof unused cable to Store or other places in New Delhi.
3. Supplying &providingofYamunaSandbothaboveandbelowthecabletobelaidintrenches.
4. Supplying and laying of fullyburnt Class 'B'bricktiles(even in shape &size) over the cables after it is laid, filling of trenches and dressing properly.
5. Fillingofroadcutswiththematernaldismantledfromthereand compacting.
6. Removalofmalba/extraearth&stackingatproperplaceatregularintervalsofabout50mtrs. (Approx.)
7. Return of the dismantled cables to Stores which are not to be re-laid and rolling the dismantled cable on cable drum after measurement at site store/Main store or as desired by the Engineer In charge.
8. Laying ofcableinsoftsoil/hardsoil/rockysoil.
9. Laying of neworoldcablesinthesametrencheswherecables havebeendismantled.
10. Dismantling & relaying of cables along with same road berms or at the same site which shall be required in cases where it becomes necessary toshift the cables a few meter from the existing run in soft/hard/rocky soil.
11. Laying ofmorethanonecable in the sametrenchunderindividualbricktilesin soft/hard/rockysoil.
12. Dismantling of cables. Handling of all sorts of cables that are not necessarily laid in the Ground but part of it is going up the pole and part of it in the building or the pillars.This also includes the laying of cables inthe open ducts.
13. Drawing ofcables in the existingductor subway.
14. Roadcut,laying ofRCCpipes250mmdia insoft/hard/rockysoil.
15. Cuttingof(bituminized/concrete)surfaceof: Main Road/ServiceRoad/approachroadsofbuilding/puccafloor Road berms.
16. Excavation of soft/hard/rocky soil earth including filling and dressing.Rates may be quoted for a uniof cubic meter.
17. LayingofRCCpipes250mmdia,cuttingofroadinsoft/hard/rockysoilanddrawingcable through it.
18. The RCC pipes of 250 mm dia supplied and laid by the contractor shall be with ISI mark andwith built in collars on it.

Deductions

1. After laying the cable and dressing up of trench, the contractor shall remove malba/surplus earth and stackatregularintervalat a distanceof50mtrs.(Approx.).Incasethemalba/surplusearth is not removed within the stipulatedcompletion time, the sameshallbegotremoved at therisk& cost of the firm and the penalty as per various Clauses /conditions of the N.I.T. /other authorities will be imposed.Nothing extra on account of this shall be paid to the contractor.
2. Incasethecableislaidintheopenductonlyhandlingchargesshallbeallowed.
3. Theemptycabledrumshallberetainedbythecontractorandthecostofeachemptycablewooden drum @ Rs 500/- up to 95 sqmm cable and Rs 1000/- above 95 sqmm cable shall be deductedfrom the bills of the contractor.
4. Permission for plying trucks , for cartage of cable, laying material, cables , HDPE Pipes etc. requiredfor execution ofwork ,fromTrafficDepartmentofDelhiPolice is tobeobtainedbythefirmdirectlywellintimetotoavoidanyloss of timeinexecution of work.The delayinexecutionofwork,if any, onthisaccount will be onthepartoftheContractor.

Generally, the work is to be carried out in NDMC area. However, in case the work is to be done outside NDMC area, the rates shall remain the same and no extra payment shall be made for executing the work outside NDMC area.

5. The contractor shall make his own arrangement for motorized mode of transport for carting the material in NDMC area as cycle rickshaw/hand carts are banned in NDMC area.
6. During the course of cable laying works or during the carting of material such as cables, cable drums, RCC pipes, sand, brick tiles etc., if any accident occurs (major/minor) no compensation will be paid by the NDMC. It shall be on the part of the contractor only.
7. The laying of HDPE pipes should be done with the trenchless technology. In case of non laying of HDPE pipe through trenchless technology, the deductions @ 50% shall be made for the portion/item as per scheduled of Quantities/rates.

Inspection

1. The contractor shall deposit four copies of cable route plan on paper, indicating the exact position of the cable its cable joints, manufacturing and year of cable laying, name of agency and name & designation of the checking/inspection of the officers.

Executive Engineer (E) M/S

Scope of Work

1. **The scope of work shall cover the Rate Contract for laying of 11KV HT XLPE cable of various size in NDMC area for Three Years. As per terms & conditions of NIT.**
2. Prices quoted by the bidder shall be fixed during the bidder Performance of the contract & not subject to variations on account of Labour and material components. A bid submitted with adjustable price Quotation will be treated as non-responsive & rejected. Prices should be inclusive of all taxes as applicable.

SPECIFICATIONS FOR H.S. TYPE JOINTING KITS

Terminations Joints and Transition Joints.

This Specification covers manufacturing, testing, inspection before dispatch, Supply at destination and installation of Heat Shrinkable St. Th. Joints, End Terminations Joints and Transition Joints for various types and sizes power cables, suitable for the following Service Conditions and Electrical Performance:

A	Service Conditions
6.35/11 (12)kV:	The star point of 11kV network is effectively earthed. The maximum system voltage (phase-to phase) is 12kV and the required impulse insulation level is 75kVp.

B	Electrical Performance	
a.	AC with Stand Voltage/Minute	35 KV/1 minute.
b.	DC with Stand Voltage/Minute	48 KV/1 minute.
c.	Discharge Extinction Voltage (<5 PC)	75 KV(Min.)
d.	Impulse withstand (Crest KV)	75 KV (Min.)
e.	Continuous Current Rating	As per Cable Size

C.	Applicable Standards	
a.	IS 13573 (Part-2) : 2011	Joints and Termination of Polymers cable for working voltage from 6.6KV up to and including 33KV.
b.	IS 13573 (Part-3) : 2011	Cable accessories for extruded Power Cables for working voltage from 6.6KV upto and including 33KV – Test Methods.

1) STRAIGHTTHROUGHJOINTS FOR XLPE CABLES: -

The straight through Joints should be heat shrink type, suitable for underground power cables.

1.1	Cable Preparation	Cable preparation shall be as per approved installation instruction sheet. Manufacturer shall provide copy of approved Installation instruction Sheet in each kit.
1.2	Conductor Connection	Long Barrel Crimping type ferrule made of aluminium alloy
1.3	Stress Grading and Insulation reinstatement for 11kV	The connector and the semiconducting cut back are to be made void free using a stress grading mastic with a dielectric constant >5. The insulation reinstatement for 11 kV shall be carried with a single heat shrink dual extruded layer tubing having inner layer insulating and outer layer semi conducting.
1.4	Insulation screening and earthing Connection	Finely woven tinned copper mesh shall be applied on individual cores and connected to copper tapes / Copper wire shield with the help of constant force spring. In case of armoured cables, the continuity of the armour of both the cables shall be provided by a tinned copper braid, secured, and connected to strip armour/wire armoured cable with the help of stainless-steel Hose clamps.
1.5	Environment Sealing & Earthing	The Copper tape over the cores and the cable armour are to be interconnected by tinned copper braid, secured in place with constant force springs over copper tape. The Braid is to be connected to the armour using a GI Support ring with hump and Stainless-steel hose clamps. The crotch area, the armour and 100 mm outer sheath shall be covered with a heat shrinkable anti tracking breakout. Sealant mastics shall be used over the armour and hose clamps to ensure moisture free sealing, before shrinking the breakout.
1.6	Mechanical Protection and Outer Jacketing	Mechanical protection to the joint shall be provided by way of GI flexible mesh/VB canister. G.I. support ring (for 3 - core Cable) or Aluminium support ring (for 1 – core Cable) and two nos. of stainless-steel hose clips. Support Ring shall be 'zinc-sprayed with central bulge / bump. Outer Jacketing over GI flexible mesh/VB canister and outer sheath shall be provided by using heat shrink sleeve with extruded adhesive coating. The Sleeve should be UV resistant.

2) OUTDOOR/INDOOR END TERMINATIONS JOINTS FOR XLPE CABLES: -

The Outdoor/Indoor terminations shall be of Heat Shrink type.

2.1	Cable Preparation	Cable preparation shall be as per approved installation instruction sheet. Manufacturer shall provide copy of approved Installation instruction sheet in each kit
2.2	Conductor Connection	Long Barrel Crimping Type Thimble/lugs made of aluminum alloy.
2.3	Stress Grading &Void Filler	The semiconducting screen cutback shall be covered with stress control and void filling mastic having a permittivity >5
2.4	Anti Tracking Surface	The stress control and anti tracking surface over the cable cores and between the live point (Lug barrel) and the ground point (Over core) shall be covered by heat shrink stress control tube and further covered by anti tracking tube.
2.5	Environment sealing & Earthing	The Copper tape over the cores and the cable armour are to be interconnected by tinned copper braid, secured in place with constant force springs over copper tape. The armour shall be connected to ground using a Tinned Copper Braid with a lug at one end. The Braid is to be connected to the armour using a GI Support ring with hump and Stainless-steel hose clamps. The crotch area, the armour and 100 mm outer sheath shall be covered with a heat shrinkable anti tracking breakout. Sealant mastics shall be used over the armour and hose clamps to ensure moisture free sealing, before shrinking the breakout.
2.6	Extended creepage	The creepage for 11kV outdoor terminations shall be extended by using rain sheds, minimum 2 No's per core for 11kV

3) Transition Joints for XLPE & PILCA cables

The Transition joints should be Heat Shrink Type, suitable for XLPE & PILCA underground power cables.

3.1	Cable Preparation	Cable preparation shall be as per approved installation instruction sheet. Manufacturer shall provide copy of approved installation instruction sheet in each kit.
3.2	Conductor Connection	Long Barrel Crimping Type ferrule having barrier in middle of inner dia for separation of PILCA & XLPE conductors, made of aluminum alloy.
3.3	Cable Component	PVC out sheath, Armour, Inner Sheath, XLPE insulation, Conductor, Semi-Conductor Layer and Copper Tape over Semi-Conducting Layer. Paper insulation cover, Paper belting (Inner Sheath), Lead Sheath, Steel Sheath Strip Armour, Jute Impregnated outer Sheath.
3.4	Jointing Kit Component	Long Barrel inline connectors (Barrier Type), Stress Relief Mastic, H.S. Oil Barrier Sleeve, HS Conducting Tubing, High Permittivity Void filters, H.S. Semi Conducting Break Out, Stress Relief Mastic for cut end of XLPE conducting tubing , H.S. Screened Tubing (Dual wall Red + Conducting, H.S. compression tubing, metallic protection cage/wraparound joint case (alternately) GI mesh tape for mechanical protection), H.S. adhesive line side sleeve, insulating wedge EPDM, Tinned Copper Mesh Tape, Tinned Copper Earth Braid, constant force

		spring clamp (solder + flux), jubilee Clamps, plumbing metal and H.S. outer jacking tubing (center).
3.5	Installation Aids & Accessories	Nylon String for cutting of XLPE insulation, aloxite emery tapes, mopping clothes, silicon grease, cleaning tissues, mastic sealing tape copper binding wire etc.

4) General

4.1	All heat shrink tubing should be marked with size and batch number
4.2	All break outs should be printed with the name of manufacturer

5) Technical Requirement

5.1 Type Test :

At the time of approval of equipment, the Contractor shall submit the reports for the following : CPRI/ERDA type test report of each type and size of XLPE jointing kit

5.2 Routine Test

During pre-dispatch inspection, original equipment manufacturing firm shall provide routine test report of following component, conducted during manufacturing of equipment of that particular lot as per the specification/ relevant standards/MQAP for verification, which shall be made the part of inspection report:

Each type and size of XLPE jointing kit

5.3 Factory Acceptance Test (FAT)

During pre-dispatch inspection, Employer or person authorized by Employer or both shall conduct Acceptance Test on the quantity as defined in the relevant standard/MQAP and as per the specification of the equipment.

each type and size of XLPE jointing kit

6.0 Bid Documentation:

Along with bid, bidder shall submit the following documents: Make of Joints

End termination / Straight through cable jointing kits suitable for 11KVXLPE cable of different sizes should be H.S. type which shall be type tested as per IS: 13573/1992 standards with up to date amendments from CPRI / NAB accredited lab. All the kits should be in sealed condition complete in all respects prelist mentioned in the packing. The contractor shall purchase the jointing kits from OEM/authorized dealer & submit the invoice for the same. The making of joint in all respect will be the responsibility of the bidder and he shall provide all the consumables etc. required at his own cost.

Eligible makes - Raychem / Cabseal / 3M/ Denson

NOTE:-

The jointing kits should be guaranteed for 5 years against any manufacturing defects/failure from the date of commissioning and in case of failure it should be replaced free of cost by the firm. A separate Performance Guarantee @ 5% of the total cost of End Terminations and H.S Type joints shall be deposited at the time of award of work.

Executive Engineer (E)

Schedule 'A'

(As referred to in Clause 2)

Advisory Mile stones of the Contract

This is mile stone chart to be followed by the tenderer .Mile stone chart is subject to change as per the decision of the competent authority

S.No	Description of mile stone	Period for completion from date of start in days/months as per award letter
1.		
2		
3.	Completion of project	

Special Conditions

If there be any conflict or inconsistency between the provision here of and those contained in general conditions/technical specifications, the conditions contained here-in shall prevail.

- i. The conditions are only indicative and not limited to them. The contractors are required to quote their rates considering the work as a whole, inclusive of all the required materials, accessories, small or big in all respects. The contractor shall not be relieved of his responsibilities of completion of work for not mentioning some particular item, material, T&P etc. in the tender document. The parts not specifically included but required otherwise for the successful completion of the work, should form part of the equipment.
- ii. No compensation for any damage caused to the works or materials by rain, flood or other natural calamities shall be paid to the contractor. The contractor shall have to bear the complete cost to repair/replace the damaged work/material.
- iii. The contractor must inspect the site of work before quoting the rates in their own interest for assessing the actual work involved to complete the job.
- iv. The contractor shall make all the arrangements for the safety of his staff. NDMC shall not be responsible in any way for injury/disablement/death, due to accident to any workman at site and NDMC will be free from any legal bindings in this account. The contractor shall provide a list of workers working at site.
- v. For evaluation of quoted prices, the total amount of the entire work including taxes & duties etc. shall be considered.
- vi. NDMC shall not be responsible in case of any mis-happening, related to men and material during the execution of work/ movement of vehicle causing damage to any third party and NDMC shall be free from all legal bindings.
- vii. Necessary precautions as required for the men and materials shall be taken by the contractor.
- viii. All the necessary safety equipments like safety belts, helmets, safety jackets, etc required for the safe guard of the workers working at the site shall be provided by the contractor.
- ix. Any work not mentioned in the schedule of work and which is essentially required for entire completion of the Work is deemed to have been included in the scope of work. Nothing extra on any such account shall be paid.
- x. In case the contractor fails to undertake the work assigned to him by the department within the specified time, the same shall be got executed by the department from other sources at his risk & cost.
- xi. The Contractor shall make necessary arrangement for the safe custody of material issued to him by NDMC for incorporating in the work, to avoid any loss due to theft, pilferage, fire etc.

SPECIAL TERMS AND CONDITIONS FOR ANNUAL RATE CONTRACT

1. The work will be awarded in the ratio of 60:40 to 2(Two) firms at the rate of L-1 Firm (60% Work will be awarded to L-1 Firm and 40% to the L-2 Firm at the rates of L-1 Firm) . In case any of the firms does not accept the offer, the Earnest money deposit of such defaulting firm(s) would be forfeited & Such Agencies may be debarred from tendering as per the prevailing rules and as decided by the competent authority.
2. The work will execute for 3 years in ratio 35% : 35% : 30% of the BOQ.
3. As per ratio mentioned above bidders have to arrange the jointing material in the ratio of 30% in the stock readily available and before delivery material to be inspected by inspecting authority.
4. EE(M/S & M/N) shall issue the work order starting from original L-1. The Subsequent work shall be assigned to other agency on rotation basis in the order notionally L-2. The Contractor shall raise the bills for the work done and payment shall be made accordingly as per the provision of contract. The whole work shall be monitored by EE(M/S).
5. If an agency does not start the work or does not perform the assigned work properly and/or in time, it shall be dropped from the list of approved/short listed agencies and their deposit including Performance Guarantee etc. shall be forfeited. Such Agencies may be debarred from tendering as per the prevailing rules and as decided by the competent authority.
6. In case, the contractor fails to complete the work within the allotted time without any reasoning, the remaining part of the work shall be transferred to the other contractor and action for delay/non-completion of work shall be taken as per provision of contract.
7. The contract will be awarded for 03 years, the work for second and third year will be given after satisfactory performance of the work done by the Contractor during previous year. In case, the performance of any contractor is not found satisfactory, the share of work pertaining to that contractor will be given to other contractor and performance guarantee (PG) of that contractor will be forfeited.
8. The estimated cost put to tender is provisional and no claim of contractor, what so ever, would be entertained due to less/more allocation.
9. Being rate contract quantum of work shall be as per actual site requirement. No Claim of any firm will be entertained about the less allocation of work.
10. The Civil Work required in any respect shall be treated as the part of work and no additional/extra payment shall be made on account of the same.
11. The contractor/firm/agency executing the work shall make necessary measures/arrangements to maintain the continuity of electric & Water supply. No extra/additional charge shall be paid to the contractor/firm/agency in lieu of the same.

**ELECTRICAL ENGINEERING
DEPARTMENT NEW DELHI
MUNICIPALCOUNCIL, NEW DELHI**

SCHEDULE OF QUANTITY

Name of Work: Running and Maintenance of HT Mains In M/S and M/N area.

Sub-Head : Rate Contract for supplying & making of various types and make of H.S type Joint Boxes and End Termination and Repairing, laying of 11 KV Cables in M/N and M/S Area

S.No.	Description of Item	Unit	Quantity	Unit Rate	Amount
1	Supply & making of 11 KV HS Type St. Th. Joint boxes suitable for 400Sq.mm/3C XLPE HT cable MAKE : 3M/Raychem/Cabseal/Denson	Each No.	400	8657.25	3462900
2	Supply & making of 11 KV HS Type St. Th. Joint boxes suitable for 300Sq.mm/3C XLPE HT cable MAKE : 3M/Raychem/Cabseal/Denson	Each No.	350	14290.84	5001794
3	Supply & making of 11 KV HS Type St. Th. Joint boxes suitable for 150Sq.mm/3C XLPE HT cable MAKE : 3M/Raychem/Cabseal/Denson	Each No.	300	6111	1833300
4	Supply and making of 11 KV transition joint for 300sq.mm MAKE : 3M/Raychem/Cabseal/Denson	Each No.	350	12565	4397750
5	Supply and making of 11 KV transition joint HT for 150sq.mm MAKE : 3M/Raychem/Cabseal/Denson	Each No.	180	11254.23	2025761.4
6	Supply & making of 11 KV HS Type St. Th. Joint boxes suitable for 300Sq.mm/3C Pilca HT cable MAKE : 3M/Raychem/Cabseal/Denson	Each No.	80	11500	920000
7	Supply & making of 11 KV HS Type St. Th. Joint boxes suitable for 150Sq.mm/3C Pilca HT cable MAKE : 3M/Raychem/Cabseal/Denson	Each No.	80	10800	864000
8	Supply & making of 11 KV HS Type indoor end termination kit suitable for 400Sq.mm/3C XLPE HT cable	Each No.	102	2709.47	276365.94

	MAKE : 3M/Raychem/Cabseal/Denson				
9	Supply & making of 11 KV HS Type indoor end termination kit suitable for 300Sq.mm/3C XLPE HT cable MAKE : 3M/Raychem/Cabseal/Denson	Each No.	80	5292.9	423432
10	Supply & making of 11 KV HS Type indoor end termination kit suitable for 150Sq.mm/3C XLPE HT cable MAKE : 3M/Raychem/Cabseal/Denson	Each No.	70	5081.18	355682.6
11	Laying of one number PVC insulated and PVC Sheathed/XLPE power cable of 11KV grade for size above 120sqmm/3C and upto 400 sqmm/3C direct in ground including the excavation, sand cushioning, protective covering & refilling the trench etc as required.	Per Meter	6500	353.03	2294695
12	Laying of one number (Additional) PVC insulated and PVC Sheathed/XLPE power cable of 11KV grade for size above 120sqmm/3C and upto 400 sqmm/3C direct in ground including the excavation, sand cushioning, protective covering & refilling the trench etc as required.	Per Meter	1000	253.91	253910
13	Handling/Dismantling of 11 KV XLPE cables of size 120 to 400 sq.mm/3C which are not laid in ground but part of a going upto panel or part in the building.	Per Meter	700	66.74	46718
14	Supplying and laying HDPE pipe ISI marked, PE-80, PN-4 Class of size 125 mm Dia (Od) across road/service road by trenchless technology in various roads / service road /main gate in NDMC area.	Per Meter	4000	1937.9	7751600
15	Supplying and laying HDPE pipe ISI marked, PE-80, PN-4 Class of size 110 mm Dia (Od) across road/service road by trenchless technology in various roads / service road /main gate in NDMC area.	Per Meter	1000	1650	1650000
16	(Drawing) Laying of one number PVC insulated and PVC sheathed/XLPE power cable of 11 KV grade of HT cable of size	Per Meter	4500	81.98	368910

	Above 120 sqmm/3 C and upto 400 sqmm/3C in the existing RCC/HUME/METAL pipe as required				
17	Road cut of any thickness (Metalled/Concrete) for one cable. Road berm/stone footpath/brick footpath/CC slab/approach gate	Per Meter	4500	38.75	174375
18	Road cut of any thickness (Metalled/Concrete) for (Additional) cable. Road berm/stone footpath/brick footpath/CC slab/approach gate	Per Meter	1500	29.29	43935
19	Road cut of any thickness (Metalled/Concrete) for one cable (Service Road)	Per Meter	800	33.95	27160
20	Road cut of any thickness (Metalled/Concrete) for (Additional) cable (Service Road)	Per Meter	500	30.55	15275
21	Ground penetration radar Survey (GPRS) of the route for laying of 11KV 400Sq.mm/3C, XLPE cable	Per Meter	11500	27.16	312340
22	Insulated Cable end termination Boot Cap(Set of 03 No's)	Each Set	90	4074	366660
23	Excavation including refilling as required	Per Meter	1000	694	694000
				Total Rs.	33560563.94
				GST @ 18 %	6040901.509
				Grand Total	39601465.45
				Or say In Rs.	39601465.00
Rupees Three Crore Ninety Six Lakh One Thousand Four Hundred & Sixty Five Only					

Note:- The work will be awarded in the ratio of 60:40 to 02 (Two) firms at the rate of L-1 Firm (60% Work will be awarded to L-1 Firm and 40% to the L-2 Firm at the rates of L-1 Firm). In case any of the firms does not accept the offer, the Earnest money deposit of such defaulting firm(s) would be forfeited & Such Agencies may be debarred from tendering as per the prevailing rules and as decided by the competent authority. The work will execute for 3 years in ratio 35 : 35 : 30.

Engineer-in-Charge
Executive Engineer (M/S)
For&onbehalf of NDMC