

**N.O.W.:- Supply of Floor Mounted Garbage Dustbin of capacity 100 ltr. with LLDPE/HDPE
(Twin bin) with stand in SDMC at DEMS – Store.**



**NOTICE INVITING TENDER (NIT)/TENDER DOCUMENT
FOR
SUPPLY OF FLOOR MOUNTED GARBAGE DUSTBIN OF CAPACITY 100 LTR.
WITH LLDPE/HDPE (TWIN BIN) WITH STAND IN SDMC AT DEMS – STORE.**

Issued by

South Delhi Municipal Corporation

Email: eep1mcd@gmail.com

Telephone: 011-25107363

Date of Issue: 21st June 2017

Bid Submission Deadline: 06th July 2017, at 03:00PM

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Executive Engineer
(Store) SDMC

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DISCLAIMER

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

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

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

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


Executive Engineer
(Store) SDMC

SOUTH DELHI MUNICIPAL CORPORATION

No. CS/D/SDMC/2017-18/D/70

Dated: 21.06.2017

SECTION I

NOTICE INVITING TENDER (NIT)

1.1 GENERAL

1.1.1 Name of Work:

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

1.1.2 Key details:-

Approximate Cost of Work	Item Rate
Quantity	5000 Nos.
Earnest Money	Rs. 6,87,000/-
Time of Completion	02 Months
Head of Account	XL-VIII-B(ii)
Period of Sale/ downloading of tender document from SDMC Website.	21/06/2017 to 06/07/2017 upto 15:00 Hrs
Cost of Tender Document	Rs. 5000/- (Rs. Five thousand only) (Non-refundable) in the form of Demand Draft/ Pay order in favour of “Commissioner, South Delhi Municipal Corporation” payable at New Delhi.
Date & Time for Receipt of bid/tender	06.07.2017 at 03:00 PM S.E DEMS IInd Floor Civic Centre Jawahar. Lal Nehru Marg New Delhi -110002
Date & Time of opening of Technical bid/ tender	06.07.2017 at 03:30 PM Office of S.E DEMS 2 nd Floor Civic Centre Jawahar. Lal Nehru Marg New Delhi -110002
Address for Communication	Office of the Executive Engineer (Store) SDMC, M.C. Pry School, B-Block, Moti Nagar, New Delhi-110015 Phone No:- 011-25107363
The eligibility conditions and other details/ tender document can be downloaded from SDMC's Web Site http: www.mcdonline.gov.in . The tender document can also be bought from the office of Ex. Engineer (DEMS Store), M.C. Primary School, B-Block, Moti Nagar, New Delhi-110015 after depositing the required tender fee i.e. Rs.5000/- on any working day upto 05.07.2017 during office hours. In case, the Downloaded version of the document is used, the bidders need to pay the cost of document along with application in the above manner and such demand draft (for cost of document) must be prepared and submitted along with the bid	
Ex. Engineer (DEMS Store)	


Executive Engineer
(Store) SDMC

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1.1.3: QUALIFICATION CRITERIA:

1.1.3.1: Eligible Applicants:

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

1.1.3.2 Minimum Eligibility Criteria :

The bidder shall have experience of successfully completed during the last 7 years ending in the month of May 2017 (i.e. 31.05.2017)

- (i) Three similar works* costing not less than Rs. 137.40 lacs OR
- (ii) Two similar works* costing not less than Rs. 206.10 lacs OR
- (iii) One similar work* costing not less than Rs. 274.80 lacs

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

AND in addition to the above

- a. One completed work of any nature of any nature (either part of (i) or a separate one) costing not less than the amount equal to 137.40 lacs with some Central Government Department/ State Government Department/ Central Autonomous Body/ Central Public Sector undertaking during the last 7 years ending in the month of May 2017 (31.05.2017).

Notes:

- (i) The value of the executed/ completed works shall be **updated up to 31.05.2017** assuming inflation at a simple rate of 7% per annum by enhancing the actual value of work (in Rs.) calculated from the date of actual completion to last day of the month previous to the one in which the tenders are invited.
- (ii) The tenderer shall submit details of work executed by them in the Performa (**Annexure-C**) for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion, with any levy of compensation, time over run, performance/quality of works etc. as per **Annexure-D** of the Technical Bid should be submitted. **The offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.
- (iii) Value of successfully completed portion of any ongoing work up to **31.05.2017** will also be considered for qualification of work experience criteria.
- (iv) Tenderer must submit one sample of the proposal duly signed & tagged, at Khyala Central Store/ SDMC before submitting Technical Bid. No payment shall be made for this sample.


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FINANCIAL STANDING

- (i) **Annual Turnover:** The Average Annual Financial Turnover from Construction Works bidder should be not less than Rs.343.50 lacs during last three consecutive financial years ending 31st March, 2016.
- (ii) **Profitability:** The bidder should not have incurred any loss more than Two years during the last Five years ending 31st March, 2016.
- (iii) **Solvency:** The bidder should have a Solvency of more than Rs. 137.40 lacs

2 Submission of Tender:

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

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

- 3 Tenders without Earnest Money and Tender Cost will be considered as non-responsive and summarily rejected.**
- 4 The Financial Bid/Price Bid of only those successful tenderers, who will qualify in the technical bid (on the basis of their technical proposal and along with other details given in the technical bid) will be opened.**
- 5 The weightages and associated specific technical evaluation criteria is given as under:-**


Technical Bid

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

- 5.1 Financial submission of only those Bidders who achieve at least fifty percent marks in each & sixty percent marks in aggregate for their technical proposal would be opened.**
- 5.2 The computation of the Technical Status of Bidder Assessment would be based on the details provided in Technical Bid. The evaluation on the Present Technical Proposal would be qualitative & to the best judgment & discretion of SDMC evaluation committee. The marks so assigned by SDMC evaluation committee would be final and binding on the Bidder/tenderer. The Benchmark Score to be achieved for technical submission will be decided by the SDMC Evaluation Committee.**

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


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Section-II

Schedule of Quantities

NIT No. EE(CS)/2017-18/70

Dated :- 21.06.2017

Name of Work : **Supply of Floor Mounted Garbage Dustbin of capacity 100 ltr. with LLDPE/HDPE (Twin bin) with stand in SDMC at DEMS – Store.**

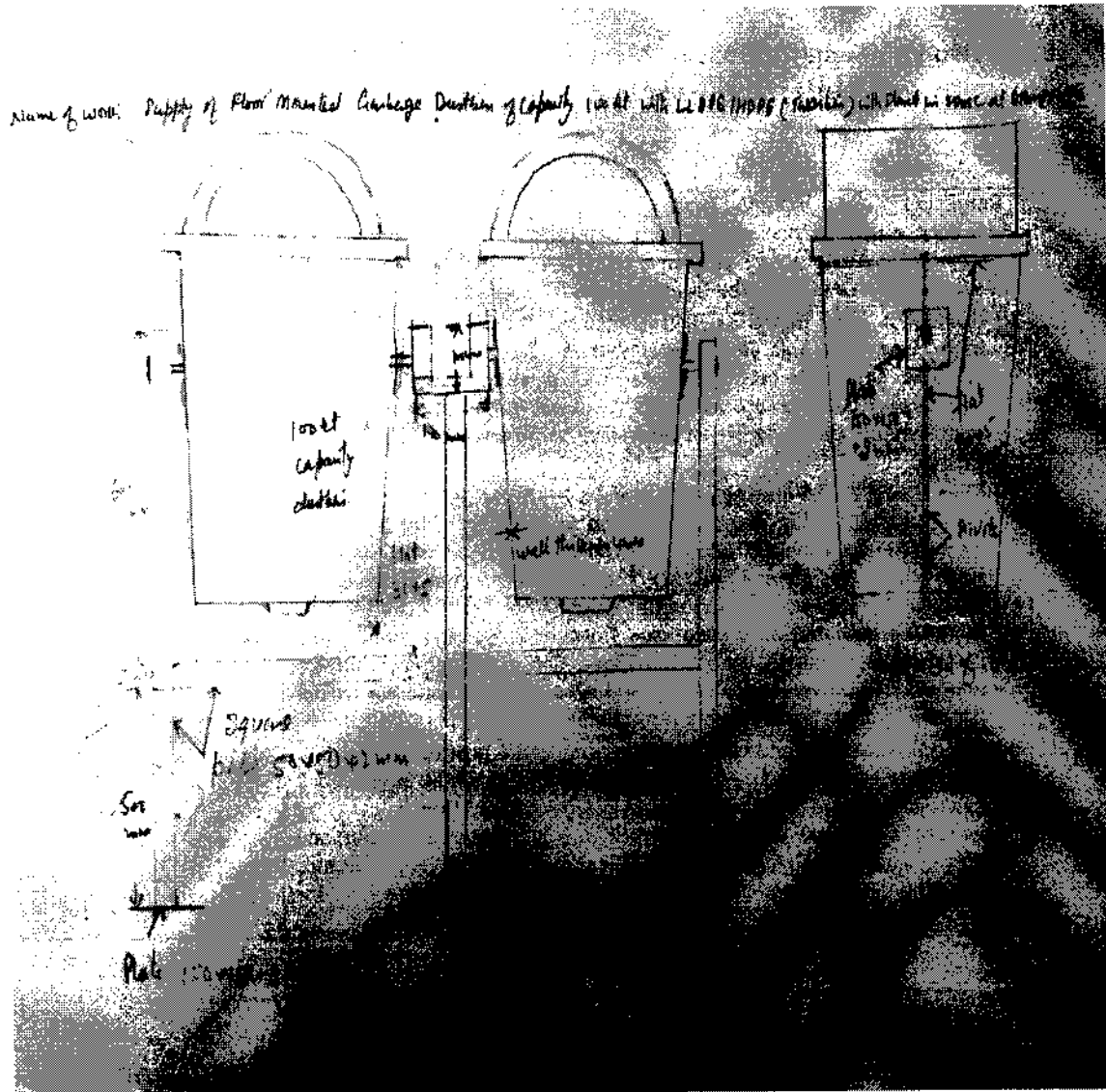
S.N.	Item	Qty.	Unit
1.	<p>Supplying of floor mounted Garbage Twin Dustbin of capacity 100 ltr. each (one blue and one green) with Linear low-density polyethylene LLDPE/ High Density polyethylene (HDPE) with MS stand under the jurisdiction of SDMC with the following specifications:-</p> <p>a) Container:- Two HDPE/LLDPE containers of size 100 liter capacity each (One blue and One green) with 4 mm wall thickness. The container should be properly riveted with steel cage and support the bins, supported on pivots/bushes for rotational movement with the MS stand having glossy finish on outer face as directed by Engineer-in-Charge.</p> <p>b) Lid:- LLDPE lid having semi-circular opening in two sides of required size, having 25 mm rib around the opening of lid, border of 40 mm height around 3 edges. Back side to be fixed with Stainless steel but hinges (heavy weight) 1 mm thick 35 mm wide bright finished stainless steel piano hinges, The HDPE/LLDPE Garbage bins should be mounted on a steel cage fitted into two steel stand posts with bushes/pivots to enable rotational motion of garbage bin for removal of garbage and cleaning and also for easy handling as per drawing & direction of Engineer-in Charge.</p> <p>c) Stand Post:- Two stand post 1150 mm long and 1 post of length 1530 mm made of light duty MS black square pipe of 50x50 mm with 2 mm thickness and cross pipe of same size of required length.</p> <p>Cage:- The steel cage should be as per drawing attached having one handles in each Bin of strip 15x3 mm of length 125 mm & height 50 mm and locking arrangement as per drawing & direction of Engineer-in-Charge. (The drawing of the supply item annexed)</p>	5000	Nos.

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Standard Drawing



SECTION-III

General Conditions of the Contract

General Rules & Directions

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in news papers as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings, and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender as a part of tender document, shall be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

ii) The contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 5% of the tendered value of the work. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The security amount will also be accepted in cash or in the shape of Government securities. Fixed deposit receipt of schedule bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to the Engineer-in-Charge.

15. Sales tax/VAT, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Commissioner, MCD will not entertain any claim whatsoever in respect of the same.

16. The contractor shall give a list of both gazetted and non-gazetted MCD employees related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18 The tender for composite work includes, in addition to building work all other works such as sanitary and water supply installation drainage installation, electrical work, horticulture work, roads and paths etc. the tenderer apart from being a registered contractor (MCD) of appropriate class, must

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associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

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

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

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


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CONDITIONS OF CONTRACT

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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XI. 'Schedule(s)' referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the MCD mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.

XII. 'Department' means MCD or any department of MCD which invites tenders on behalf of MCD as specified in Schedule 'F'

XIII. 'Tendered value' means the value of the entire work as stipulated in the letter of award.

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal Notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

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

Works to be carried out

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

Sufficiency of Tender


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

Discrepancies and Adjustment of Errors

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special condition in preference to General Conditions.

8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed: -

- (i) Description of Schedule of Quantities.
- (ii) Particular Specification and Special Condition, if any.
- (iii) Drawings.
- (iv) MORT&H/C.P.W.D. Specifications.
- (v) Indian Standard Specifications of B.I.S.


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

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

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

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

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

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

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

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

(d) CPWD Contractor's Labour Regulations.

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

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CLAUSES OF CONTRACT

CLAUSE 1

Recovery of Security Deposit

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

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

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

CLAUSE 2

Compensation for Delay

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

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


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

CLAUSE 3

When Contract can be Determined.

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

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

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

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

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

(v) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any

of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7days after notice in writing is given to him in that behalf by the Engineer – in – Charge.

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

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

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

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

CLAUSE 4

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

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


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CLAUSE 5

Time and Extension for Delay.

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

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

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

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

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

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

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

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CLAUSE 6


Measurements of Work Done

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

CLAUSE 7

Payment on Intermediate Certificate to be Regarded as Advances

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


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done together with the net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F' in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer – in – Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer – in – Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contract. Payment on account of amount admissible shall be made by the Engineer – in – Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer – in – Charge. The payment of passed bills will depend on availability of funds in particular head of account from time to time in M.C.D. Payment of bills shall be made strictly on queue basis ie first the passed liabilities will be cleared and after that the release of payment for passed bills will be in order of demand received at HQ under particular head of account. All such interim payments shall be regarded as payments by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed re – entered. Any certificate given by the Engineer – in – Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of Engineer – in – Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in anyway vary or affect the contract. Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority. The Engineer – in – Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed upto the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) upon lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurement thereof.

CLAUSE 8

Completion Certificate and Completion Plans

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



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of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

CLAUSE 8A

Contractor to Keep Site Clean

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

CLAUSE 8B

Completion Plans to be Submitted by the Contractor

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

CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate completion furnished by the Engineer – in – Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer – in – Charge, shall be made as under. The payment of passed bills will depend on availability of funds in particular head of account from time to time in M.C.D. Payment of bills shall be made strictly on queue basis i.e. first the passed liabilities will be cleared and after that the release of payment for passed bills will be in order of demand received at HQ under particular head of account.

CLAUSE 9A

Payment of Contractor's Bills to Banks

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


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CLAUSE 10

Material supplied by M.C.D.

Materials which M.C.D. will supply are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer – in – Charge. As soon as the work is awarded, the contractor shall finalise the program for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings / or schedule or quantities of the work. The contractor shall give in writing his requirement to the Engineer – in – Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer – in – Charge, in accordance with the agreed phased program of work indicating monthly requirement of various materials. The contractor shall place his indent in writing for issue of such material at least 7days in advance of his requirement. Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being mad to the contractor, from any sum then due or which may therefore become due to the contractor under the contract of otherwise or form the security deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site in original good condition. The contractor shall submit along with every running bill (on account or interim bill) material – wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter / section – wise in the case of steel) and resulting variations and reasons therefore. Engineer – in – Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory. The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Not withstanding anything to the contrary contained in any other clause of the contract and (or the CPWD Code) all stores / materials so supplied to the contractor or procured with the assistance of the M.C.D. shall remain the absolute property of M.C.D. and the contractor shall be the trustee of the stores / materials, and the said stores / materials shall not be removed / disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer – in – Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specific by him as he shall require, but in case it is decided not to take back the stores / materials the contractor shall have no claim for compensation on any account of such stores / materials so supplied to him as aforesaid and no used by him or for any wastage in or damage to in such stores / materials. On being required to return the stores / materials, the contractor shall hand over the stores / materials on being paid or credited such price as the Engineer – in – charge shall determine, having due regard to the condition of the stores / materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer – in – Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and / or for criminal breach of trust, be liable to M.C.D. for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that he contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non – supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the material and store supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer – in – Charge whose decision in this regard shall be final and binding on the contractor. The

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contractor shall see that only the required quantities of materials are got issued. Any such materials remaining unused and in perfectly good / original condition at the time of completion or determination of the contract shall be returned to the Engineer – in – Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

CLAUSE 10A

Material to be provided by the Contractor

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

CLAUSE 10B

Secured Advance on Non – Perishable Materials

(i) The contractor, on signing and indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any material which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non- combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and / or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which and advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clause of this contract. Such secured advance shall also be payable on other


Executive Engineer
(Store) SDMC

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items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

Mobilization Advance

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

Plant & Machinery Advance

(iii) An advance for plant & machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the option of the Engineer – in – Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% per cent of the estimated cost put to tender or 5% of tender value whichever is less. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 90% of the price of such new plant and equipment paid by contractor for which the contractor shall produce evidence satisfactory to the Engineer – in – Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer – in – Charge. The contractor shall, if so required by the Engineer – in – Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income – Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant equipment of a value less than Rs. 50,000/- Seventy five per cent of such amount of advance shall be paid after plant & equipment is brought to site and balance twenty five per cent on successfully commissioning the same. This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer – in – Charge to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the M.C.D. as specified by the Engineer – in – Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer – in – Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose steel scaffolding and form work shall be treated as plant and equipment. The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurance will be borne by the contractor.

Interest & Recovery

(iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 18 per cent per annum and shall be calculated from the date of payment to the date of recovery, both day inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro – rata percentage basis to the gross



