

EAST DELHI MUNICIPAL CORPORATION
Office of the Executive Engineer (CS)
B-2 Block, Near 212 Bus Terminal, Nand Nagri,
Delhi-110093

Turnkey Bid document

Name of Work: Faecal Sludge Management generated from existing Community Toilet Complexes and MC Primary school toilets in EDMC Area.

Name of Work

Faecal Sludge Management generated from existing Community Toilet Complexes and MC Primary school toilets in EDMC Area on Turnkey basis.

The work includes (i) Design, Construction and Commissioning of Faecal Sludge & Septage treatment plant (FSSTP) with DRDO Technology Bio-Digester Tanks and all appurtenant structures and allied works including all necessary approvals from various government departments etc. complete including testing, trial run for One Month and commissioning of the plant (ii) operation & maintenance of the complete works of FSSTP and allied works for a period of 5 years

DISCLAIMER

This Request for Proposal (RFP) document for “Faecal Sludge Management generated from existing Community Toilet Complexes and MC Primary school toilets in EDMC Area. Name of work: Faecal Sludge Management generated from existing Toilet Complexes and M.C.Pry Schools in EDMC area sonturnkey basis.”(Hereinafter referred to as the “Project”) contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as “Bidder/s”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal/s”). This RFP is not an agreement and is neither an offer by the **East Delhi Municipal Corporation, Delhi**(hereinafter referred to as the “EDMC”) to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. EDMC or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The EDMC reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the EDMC may deem fit without assigning any reason thereof.

The EDMC reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The EDMC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The EDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

TENDER NOTICE
East Delhi Municipal Corporation

E- TENDER NOTICE NO 2020-21: _____

Online (E-Tender) tenders for turnkey project on Design, Construction, Commissioning, trial run and Operation and maintenance of Faecal Sludge &Septage treatment DRDO Technology Bio-Digester Tanks of Executive Engineer (Central Store), East Delhi Municipal Corporation for East Delhi Municipal Corporation works from bidders having the experience of the following works. The detail information about Tender is available on _____

Sr. No	Name of Work	Earnest Money¹	Time Limit	Cost of Blank tender forms
1	2	3	4	5
1	Faecal Sludge Management generated with DRDO Technology Bio-Digester Tanks from existing Community Toilet Complexes and MC Primary school toilets in EDMC Area	INR 40,00,000 (Indian Rupees)	Part A: 12 months Design, construction and commissioning of Faecal Sludge &Septage treatment plant with DRDO Technology Bio-Digester Tanks along with all appurtenant structures, electrical, electronic works and allied works including all necessary approvals from various government departments etc. complete including testing, trial run for One month and commissioning of the plant to the satisfaction of the Engineer.	INR 5000 (Indian Rupees)
			Part B: 5 (five) years Post Commissioning operation and maintenance of the Faecal Sludge &Septage treatment plant for a period of 5 (five) years.	

The detailed tender document is to be scanned and uploaded along with this E-Tender by the Bidder himself or his representative. The Bidder must also submit hard copies of technical documents mentioned in notice inviting tender (“NIT”) in a sealed envelope, on or before the date and time of Bid submission end date to the office of Executive Engineer (Central Store), East Delhi Municipal Corporation.

¹ Earnest Money is a refundable deposit made to the tenderer to ensure that the bid submitted is not fraudulent (e.g., dummy bid)

**DETAILED TENDER SCHEDULE
EXECUTIVE ENGINEER (CENTRAL STORE), EAST DELHI MUNICIPAL CORPORATION
E- TENDER NOTICE NO:**

Sr. No.	Activities	Date	Time
1	Publishing Date	dd.mm.yyyy	hr:min
2	Document Sale Start Date	06.08.2020	11.00 AM
3	Document Sale End Date	31.08.2020	02.00 PM
4	Pre Bid Meeting Date	17.08.2020	2.30 PM
5	Bid Submission Start Date	31.08.2020	6.00PM
6	Bid Submission End Date	01.09.2020	02.00PM
7	Technical Bid Opening Date	01.09.2020	02:10PM
8	Financial Bid Opening Date	02.09.2020	Tentatively
9	Award of Tender	After approved from competent authority.	

Notes:
1. Any tender

application along with the financial bid, submitted without technical documents (as mentioned in the tender document), will be rejected/disqualified. Documents submitted by fax will not be accepted. All copies of the document should be duly attested in original. Experience certificate should be signed by an official at or above the rank of Superintending Engineer.

2. Cost of blank tender document & the necessary earnest money deposit (as given in Detail Tender Notice) will have to be deposited online through E-Payment in State Bank Of India & should be drawn in favour of the Commissioner, East Delhi Municipal Corporation and copy of the online E-Payment receipt should be submitted in hardcopy in a sealed envelope along with the documents necessary for qualifications of Technical Bid, on or before the Time & Date of Bid Submission given as per given schedule.

3. Bid opening will be done in two stages i.e. Technical and Financial. In 1st stage, Technical Bid will be opened at the Office of Superintending Engineer(Central Store), 3rd Floor, Zonal Office Building, Shahdra South Zone, Karkardooma, Delhi. After scrutiny and evaluation of all the technical documents submitted and uploaded by Bidder, only those who qualify the technical bid are entitled to enter for 2nd stage i.e. Financial Bid, which will be held as per given schedule.

4. Detailed Tender Notice and Conditions can be seen on the government website:
www.mcdonline.gov.in&www.mcdetenders.com

5. Right to reject any or all tenders or to cancel the tender process at any time without assigning any reason is reserved by the competent authority of Executive Engineer (Central Store), East Delhi Municipal Corporation.

6. Blank tender forms will not be issued and accepted by post or courier.

7. The offer of the Bidder will be valid for 180 (one hundred and eighty) days from date of opening of tender.

8. For civil works, the selected bidder / contractor has to be registered contractor with East Delhi Municipal Corporation, in case if the bidder/contractor is not registered then the selected bidder/contractor shall have to register within fifteen days after opening of financial bid and then only tender would be awarded.

9. The successful bidder will have to pay stamp duty as mentioned in Detailed Tender Notice.

10. This tender document is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this tender document is to provide interested parties with information that may be useful to them in making their bids pursuant to this tender document. This tender document includes statements, which reflect various assumptions and assessments arrived at by the Office of SE (Central Store), East Delhi Municipal Corporation in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the Office of Executive Engineer (CS)/EDMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender document. The assumptions, assessments, statements and information contained in the tender document and any accompanying documents may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document and obtain independent advice from appropriate sources.

11. EDMC, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this tender document or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to be part of this tender document or arising in any way with eligibility of Bidder for participation in the bidding process) towards any applicable or Bidder or a third person, under any law, statute, rule regulation or tort law, principles of restitution or unjust enrichment or otherwise.

12. EDMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this tender document.

13. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

**Executive Engineer (Central Store)
East Delhi Municipal Corporation**

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1 DATA SHEET

1.	Name of the Bid	Name of work: Faecal Sludge Management generated from existing Community Toilet Complexes and MC Primary school toilets in EDMC Area on Turnkey basis.”
2.	Time-period of contract	12Months for Civil & other works in all respect & O&M for 5 Years.
3.	Method of selection	Technically Qualified bidders with lowest Financial Quote. All the technically qualified bidders who agree to match the least cost for Toilet complex and O&M for 5 years.
4.	Tender Form Fee	Non-refundable Rs. 5000/- draft in favour of Commissioner, EDMC.
5	Earnest Money Deposit (EMD)	Refundable amount of Rs. 40, 00,000/- draft in favour of Commissioner, EDMC.
6	Financial Bid to be submitted together with Technical Bid	Technical and financial bids to be submitted separately
7	Name of the EDMC's official for addressing queries and clarifications	East Delhi Municipal Corporation, Delhi Office of the Executive Engineer (Central Store/PIU) 419, Udyog Sadan, Patparganj Industrial Area, Delhi-92 Telephone No.011-66667530 Email: eecentralstore35@gmail.com
8	Proposal Validity Period	6 months from Proposal Due Date or from date of negotiation
9	Proposal Language	English
10	Proposal Currency	INR
11	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date/time	-
	Last date of receiving queries	-

	Pre-Bid conference	-
	EDMC response to queries	-
	Proposal Due Date (PDD)	-
	Bid Start Date	-
	Bid End Date	-
	Opening of Technical Bids	-
	Opening of Financial Bid	Will be communicated to qualified bidders.
	Issuance of Letter of Award (LOA)	To be communicated
12	Signing of Agreement	Within two weeks from letter of award.
13	Consortium to be allowed	Yes
14	Sub-contracting is allowed	No
15	Account details For Bid Processing Fee & EMD	Account Holder Name: EE (Store) Account No: 33266934320 IFSC Code: SBIN0010553 Bank Name: State Bank of India (SBI)

2 TERMS OF REFERENCE

The EDMC seeks the services of a qualified firm to undertake Turnkey project of **Faecal Sludge Management with DRDO Technology Bio-Digester Tanks generated from existing Community Toilet Complexes and MC Primary school toilets in EDMC Area**. Name of work: Faecal Sludge Management generated with **DRDO Technology Bio-Digester Tanks** from existing Toilet Complexes and M.C.Pry Schools in EDMC areas.” (Project is designed so as to create treatment system for public toilet blocks that are self-sufficient in terms of energy requirement and where water is treated so that it can be recycled for flushing requirement minimizing need for fresh water from other sources. The Terms of Reference (the “TOR”) and the

scope of the Bidder for this assignment are specified below. The bidder should submit detail drawing of IHHL, RCC composite panels sample and agreement with individual/firm having bonafide certificate of Transfer of Technology from DRDO/DRDE for using/purchasing the Anaerobic Microbial Inoculum (AMI) in bio-digesters with the bid as part of technical specification. Only if the sample of RCC composite panel are found acceptable the financial bid would be opened for that bidder. The bidder shall bear this cost associated with the preparation and submission of the detail drawings and EDMC will in no case be responsible or liable for these cost, regardless of the conduct, or outcome of the bidding process.

2.1 SCOPE OF SERVICES

EDMC is planning to construct eco-friendly treatment system for toilet complexes which are self-sustained for their flushing water and electricity needs. Under these it plans to construct several treatment systems for toilet complexes with 40/20 seats. It plans to treat effluent from these complexes through an anaerobic process using DRDO's bio-digester technology. It also plans to use the bio-gas generated in the process to generate electricity using a biogas generator so as to use methane generated in the anaerobic process. Remaining requirement of the electricity will be fulfilled using solar panels.

Public toilet blocks sewage treatment system should have the following unique features;

- i) It will have very low energy requirement for treatment of effluent
- ii) Whatever energy needs are there for the toilet block it will be fulfilled through use of solar energy and bio-gas energy using generator
- iii) Sewage generated during the process is treated and recycled so as to minimize need for water

a) Treatment Standards

The effluent treatment system is designed to deliver the treated wastewaters conforming to the required standards set by EDMC. Since the recycled water will be used for flushing purpose it should be free from coliforms and should be safe in case it accidentally comes in contact with users of the toilet complex.

WATER EFFLUENT QUALITY REQUIREMENT

Parameters	Bio-digester effluent minimum requirement	Reed-Bed effluent minimum requirement	CPCB requirement for recycled water
PH	7.0 – 7.2	7.0 – 7.5	6.5 – 9.0
Bio-chemical Oxygen Demand (BOD)	70 - 120	2 – 4	20 mg/l
Total Suspended Solids (TSS)	90 – 120	50 – 80	<50 mg/l
Faecal Coliform (FC)	300 – 350	0 – 12	<1000

b) Process & deliverable

The design of effluent treatment system is carried out as per anaerobic treatment system proposed by DRDO's Bio-digester technology using Bio-digester as primary treatment system followed by a reed bed system. Chlorination will be used to kill any remaining coliforms in the water system.

Following will be the design criteria;

Criterion	Units	40Seater
Toilet Complex		
Number of seats in the toilet complex	No	40
Bio-digester &Reedbed volume calculations		
Number of people using each toilet per day	No	40
Total number of usage per day	No	1600
Flushing capacity per cistern	Litters	08
Total effluent water quantity	Litters	12800
Retention time required	days	4
Size of Bio-digester tank (Working volume)	litters	51,200
Volume of Digester (add 10% for gases)	Liters	56,320
Reed bed size, 1/5 th of Bio-Digester size	Liters	11,500
Bio-gas generation calculations		
Bio-gas generated per person/day	Liters	10
Max Bio-gas generated per day (65% CH ₄)	Liters	16000
Max Potential for Electricity generation per day	kWhr	10
Most likely electricity generation potential per day	kWhr	05
Electricity Requirement		
Number of LED lights in the complex of 6 watt each (Make-Philips/Orpat/surya/equivalent make)	No	60
Pumps water flow requirement	Liters/	8000

(Make-Kirloskar/Crompton/equivalent make)	<i>hr</i>		
Power consumption in water pumps	<i>KW</i>		1.25 KW
Solar Cell required	<i>Kw</i>		3
Battery Backup (Make–Amron/Exide/Tata/equivalent make)	<i>Ah</i>		6 batteries of 150 AH
Chlorination requirement			
Chlorination requirement	<i>Litres</i>		2000
Settlement Tank, Soak pit & Sump Sizing			
Settlement tank = 12 hours retention	<i>Liters</i>		6400
Soak Pit	<i>Liters</i>		2000
Sump = 1 day storage	<i>Liters</i>		13200
PLC & SCADA system			
Control Panel with PLC	<i>Nos</i>		1
Level Indicator with transmitter	<i>Nos</i>		2
Pressure indicator with transmitter	<i>Nos</i>		1
On-Off	<i>Nos</i>		3
SCADA System with PC and Printer	<i>Nos</i>		1
IP Camera	<i>Nos</i>		1

Criterion	Units	20Seater	
Toilet Complex			
Number of seats in the toilet complex	<i>No</i>		20
Bio-digester & Reed bed volume calculations			
Number of people using each toilet per day	<i>No</i>		40

Total number of usage per day	No	800	
Flushing capacity per cistern	Liters	08	
Total effluent water quantity	Liters	6400	
Retention time required	days	4	
Size of Bio-digester tank (Working volume)	Liters	25,600	
Volume of Digester (add 10% for gases)	Liters	28,200	
Reed bed size, 1/5 th of Bio-Digester size	Liters	5800	
Bio-gas generation calculations			
Bio-gas generated per person/day	Liters	10	
Max Bio-gas generated per day (65% CH ₄)	Liters	8000	
Max Potential for Electricity generation per day	kWhr	10	
Most likely electricity generation potential per day	kWhr	2.5	
Electricity Requirement			
Number of LED lights in the complex of 6 watt each (Make-Philips/Orpat/surya/equivalent make)	No	30	
Pumps water flow requirement (Make-Kirloskar/Crompton/equivalent make)	Liters/hr	4000	
Power consumption in water pumps	KW	1.00 KW	
Solar Cell required	Kw	2	
Battery Backup (Make-Amron/Exide/Tata/equivalent make)	Ah	3 batteries of 150 AH	
Chlorination requirement			
Chlorination requirement	Litres	2000	
Settlement Tank, Soak pit & Sump Sizing			
Settlement tank = 12 hours retention	Liters	3210	
Soak Pit	Liters	2000	

Sump = 1 day storage	Liters	6400	
PLC & SCADA system			
Control Panel with PLC	Nos	1	
Level Indicator with transmitter	Nos	2	
Pressure indicator with transmitter	Nos	1	
On-Off	Nos	3	
SCADA System with PC and Printer	Nos	1	
IP Camera	Nos	1	

Estimated user's calculations are shown for 40 and 20 Seater toilet complex however, the capacity shown above may carry 25% (+/-) in number of seats and users per day.

2.2 PROCESS & DELIVERABLES

Process and Component:

a) Capacity

Toilet sewage treatment plants are designed for 20 to 40 seat toilet blocks each producing different quantities of methane and electricity.

b) Technology

This STP is designed based on primary treatment using anaerobic technology developed DRDO Bio-Digester Technology followed by secondary treatment through Reed bed system. Chlorination system is used to remove any remaining coliforms in the water system after reed bed treatment. Methane generated in anaerobic treatment will be stored in a balloon and converted into electricity using bio-gas generator.

c) Output Parameters

Project will essentially be a zero discharge system where there will not be any discharge during the process. System has a soak pit which will be used to drain water from settlement tank as and when sludge content of the tank goes beyond a level.

d) Sewage Treatment Process

Entire process can be divided into the following sections

- Screen Chamber: Sewage from the toilet blocks are screened in this chamber for any unwanted material that may choke the system. Screen chamber is required for preventing waste like sanitary

napkins, polythene, glass bottles etc. getting into the bio-digester system. Screen chamber will need periodic checking and cleaning to ensure proper functioning of the entire treatment system.

- Bio-digester tank: It serves primary treatment system for treatment of sewage. This is an anaerobic treatment system which allows sewage to have a better contact with Anaerobic Microbial Inoculum (AMI) for effective reduction of faecal matter into CO₂, CH₄ and H₂O. Gases generated in the process are collected in a balloon and from there it can be used for generation of electricity through bio-gas generator. Treated will contains some suspended solids which can be settled in the next chamber.
- Settlement tank: This tank is used for settlement of any active sludge which can be periodically drained out. This is to ensure that reedbed do not get sludge along with the treated water. Settlement tank can also be used to flush out any access water accumulated in the system by opening the valve to desired place.
- Reedbedsystem : This is a combination of stone aggregates and plants and are effective in reducing nitrates, phosphates and other organic matters from the system
- Chlorination Chamber: Any remaining coliforms is chlorinated in this chamber to ensure that water that is recycled is free from coliforms and do not harm anyone in case of an accidental human contact
- Treated water is collected here and recycled using water pump to the toilet blocksfor flushing purpose only.

e) **Energy Generation and use**

Methane generated during anaerobic digestion process is collected and used to generate electricity using a Bio-gas generator. This process ensures that a Greenhouse gas like Methane is not released into the atmosphere and at the same time it is utilized to generate electricity which is used to run pumps of the toilet blocks. Apart from this each toilet block will have solar panels with storage to ensure 24 hours electricity supply.

Specifications of the 40 and 20 seater process

Particulars	40 seat toilet block	
Screen chamber	2000 Litres	
Bio-digester tank	56320 Litres	
Settlement tank	6400 Litres	
Soak pit	2000 Litres	

Reedbed	11500 Litres	
Sump	13200 Litres	
Water pumps	8000 Litres/hr flow	
Methane collection balloon	5 Cum	
Bio-gas generator	3.7 Kw Genset with CO2 scrubber and Moisture remover	
Solar Panels	3 KW	
Battery storage	6 batteries of 150 AH each	
Invertor	4000 VA	

Particulars	20 seat toilet block	
Screen chamber	2000 Litres	
Bio-digester tank	28200 Litres	
Settlement tank	3210 Litres	
Soak pit	2000 Litres	
Reedbed	5800 Litres	
Sump	6400 Litres	
Water pumps	4000 Litres/hr flow	
Methane collection balloon	2.5CuM	
Bio-gas generator	2 Kw Gen set with CO2 scrubber and Moisture remover	
Solar Panels	2 KW	
Battery storage	3 batteries of 150 AH each	
Invertor	2000 VA	

Note: Estimated user's calculations are shown for 40 and 20 Seater toilet complex however, the capacity shown above may carry 25% (+/-) in number of seats and users per day.

f) Components of the proposed toilet blocks effluent treatment system

The various components of the Sewage Treatment System to be constructed are as under:

g) Civil Components

- Bio-digester Tank

- Volume as per specifications
- RCC structure
- With ceramic tiles inside
- Required partitions as per bio-digester design requirement

- Settlement Tank

- Volume as per specifications
- RCC Structure
- With ceramic tiles inside
- Design so as to settle most of the suspended solid in the effluent water coming out of Bio-digester tank

- Soak Pit

- Volume as per specifications
- Honey comb brick structure
- Mainly to soak flushed water from settlement tank

- Reed bed

- Volume as per specifications
- RCC Structure
- With ceramic tiles inside
- Aggregate filling starting from 100 mm to 5 mm thickness

- Chlorination chamber

- Volume as per specifications
- RCC structure
- With ceramic tiles inside

- Sump

- Volume as per specifications
- RCC structure
- With ceramic tiles inside
- Foundations for water Pump and bio-gas generator

h) Mechanical Components

- Water pump as per specifications
- Bio-gas generator as per requirements

Interconnecting piping work

- All piping, valves, flanges, fittings and hardwares including pipe support structures between various treatment units as per requirement.

i) Electrical and Electronics works

- Lighting
- Electrical panel works
- Earthen system
- Cables
- Control Panel with PLC
- Level indicator with transmitter
- Pressure indicator with transmitter
- On-off Local push button station
- SCADA System with PC and Printer
- IP Camera
- field Cabling

Bio-chemicals

- Immobilization matrix to be fixed in the bio-digester for AMI
- Anaerobic Microbial Inoculum (AMI)
- Bio-gas collection balloon =As per specifications
- Scrubbing of collected bio-gas for CO₂ and moisture removal

j) Deliverables

In pursuance of this TOR, the Bidder shall undertake/deliver the services on request of the EDMC and the Bidder shall undertake/deliver the required services promptly daily or within the time period agreed with the EDMC (the "Deliverables") during the course of this Service Agreement. Daily record of Bio-

metric attendance of the workers shall be submitted to the EDMC along a forwarding letter duly signed by the authorized signatory of the Bidder.

Material Supply: The Bidder shall ensure the proper stock of all the materials (viz: cleaning agents, machinery, disinfectants etc, as mentioned in the scope of the services/work) readily available in the store and shall be verified by the representative of the EDMC.

Material specification of the settlement tank

1. TECHNICAL REQUIREMENTS FOR FRP

FRP usage shall consist of resin, fibre reinforcement and additives, processed uniformly.

(a) The resin shall be isopathalic with following values:

i) Colour: The colour of the resin shall be slightly thick cream to white. It should be opaque liquid of uniform consistency.

ii) Viscosity: Viscosity of resin when tested with Brookfield Viscometer shall be 800 to 1200 cps when tested at 25 °C as per Annexure A of IS: 6746-94 and easy to apply.

iii) Acid Value: The acid value of resin when expressed as mg KOH/g shall be 15 (max), when tested as per Annexure-B of IS:6746-94

iv) Volatile Content: The volatile content shall be 33+/-3% when tested as per Annexure-C of IS:6746-94.

v) Gel Time: The gel time of the resin system shall be 20+/-5 Min at 25 °C, when tested as per Annexure-D of IS:6746-94.

vi) Relative Density shall be between 1.15 to 1.25 at 27 °C, when tested as per Annexure-F of IS:6746-94.

vii) Styrene Content: Max styrene content shall be 27% of total mass, when tested as per Annexure 'M' of IS:6746-94.

(b) Properties of cured Cast Resin:

A clear cast resin sample (without reinforcement) of thickness 3+/-0.15 made from resin followed by 24 hours curing at room temperature and 4 hours post curing at 70°C. Cured cast resin shall possess the following properties:

i) Physical State: Hard and tough.

ii) Barcol Hardness: 42 to 45, when tested as per Annexure-J of IS:6746-94.

iii) Percentage water absorption: 0.5% Max (when tested as per Annexure-K of IS:6746-94).

iv) Tensile Strength (Kg/Cm Sq): 400 Min (Test as per IS:1998-62).

v) Cross breaking strength (Kg/Cm Sq) 350 Min (Test as per IS:1998-62).

vi) Impact resistance. It should be >120 J/m (Test as per IS:1998:62).

(c) The fibre glass chopped strand mat of density 450 gm/m² to IS:11551- 96 with polyester resin system (three layers).

(d) Stiffeners (after phosphate) can be sandwiched during hand laying/FRP extra ribs for improving strength will be used where required.

2. DIEMENSION AND TOLERANCE

Dimensions shall be as per relevant contract drawing for manufacturing FRP. Dimension tolerance shall be at the most 20mm (for 1000mm dimension) or 2%, whichever is less.

3. WORKMANSHIP AND FINISH

- a) The FRP settlement tank shall be free from gel crack, blister, porosity, air bubbles and other surfaces.
- b) Outer side of the FRP work should have finish side and the inner side of tank should be provided with rough surface/texture. Colour to be as per approval of sample.

4. TESTS:

- a) Finished settlement tank should not leak from any side, while filled with water up to the top edge. Static pressure shall be maintained at least for one hour.
- b) Certificates of tests from raw material manufacturers specified above in para 1a, 1b and 1c will be furnished by the firm at its own expense. Or if there is any doubt, samples may be taken from the finished FRP work and the specified tests will be conducted by concerned authority through reputed test houses for which all the expenditure will be borne by the firm.

MAKE OF ELECTRICAL & ELECTRONIC ITEMS

Name	Brand
Sludge Pump	(1) Kirloskar (2) Crompton
Water Pump	(1) Kirloskar (2) Crompton
Inverter	(1) Luminuous (2) Microtek (3) Su-kam
Solar Cells	(1) LG Electronic (2) Tata Power (3) Panasonic (4) Moser Baer
Battery (150 AH)	(1) Exide (2) Amaron (3) Luminious
PLC & SCADA	(1) Schneider (2) Siemens (3) Allen Bradley
Control Panel with PLC	(1) Schneider (2) Siemens (3) Allen Bradley (4) Delta (5) Equivalent
Level Indicator	(1) Multispan (2) Aimtech (3) Unitech

Pressure indicator	(1) Multispan (2) Aimtech (3) Unitech
On-off switch	(1) L&T (2) Siemens (3) Schneider
SCADA System	(1) ABB (2) Siemens (3) Schneider
IP Camera	(1) Panasonic (2) Godrej (3) Samsung
Field Cabling	(1) Polycab (2) Finolex (3) RR Kabel
LED Bulbs	(1) Syska (2) Philips (3) Panasonic

MAKE OF NDSR ITEMS

Name	Brand
250 mm pipe, 110 mm pipe (PVC)	(1) Finolex (2) Astral (3) Prince
25 mm pipe (UPVC)	(1) Finolex (2) Astral (3) Prince
25 mm GI pipe	(1) Astral

(2) Jindal

(3) Tata

Immobilization matrix (Min 10 mm thickness)

Galaxy Gold or Equivalent

AMI

DRDO Certified AMI

2.3 DRAWINGS

Process diagram for the Sludge treatment system

As Attached.

Detailed structure drawings required for sludge treatment system will be prepared / submitted by the successful bidder at the time of execution duly approved by IIT / NIT Delhi or adjoining states.

2.4 OPERATION & MAINTENANCE:

- a) Operation and maintenance of the 20 to 40 seat toilet complexes (with 25% (+/-) capacity of seats and
- b) as etc.) at all
- c) integrate the vehicles and
- d) of installation
- e) ed like liquid
- f)
- g) ovided to the
- h) rgs, lighting,
- i)
- j)
- k) shall be fully
- l) point of time
00/- for each
- m) usekeeping)
keeping and
cleaning and
ing agents /
or cleaning /
nt.

2.5 TEAM

The Bidder will provide relevant workforce in sufficient numbers. The key team shall constitute of the members as defined below:

Positions	Number	Key qualifications
Supervisors	01 Nos.	For each toilet complex
Cleaners	06Nos.	For each toilet complex

2.6 PAYMENT SCHEDULE, DELIVERABLES AND TIMELINES

The payment shall be released as per following on sitebasis and running bill shall be submitted site wise:

Stage/Instalments	Percentage	Payment Schedule
I 90% on Completion of civil construction	30%	On 90% completion of civil works on the site including civil construction of screen chamber, bio-digester tank, settlement chamber, Reed bed, chlorination chamber and storage sump
II Procurement of all electrical and electronic equipment	30%	On 100% percent completion of civil works, Bio-digester tank completion including PVC mat etc, Procurement and installation of Pumps. Procurement of PLC, switches and SCADA System
III Installation and Commissioning	15%	On successful commissioning of the system
IV After 3 months of Work completion	15%	Three months after completion of works
V Security Deposit	10%	Released on successful commissioning of system after twelvemonths or after twelve months from the date of release of stage III payment.

Timelines for completion of Work:

Sr. No.	Particulars of Work	Timelines
1.	Construction of Civil work and the Fecal Sludge & Septage treatment plant as per DRDO/DRE	Within Twelve month of award of contract
2.	Commissioning and trail run for 1 month of the Fecal Sludge & Septage treatment plant	Within Fifteen month of award of contract

O&M Services

Payment for O&M Services will be made on monthly basis. Monthly payment will be calculated based on quoted annual price divided by number of months for services i.e. 12.

3 ELIGIBILITY AND EVALUATION CRITERIA

3.1 ELIGIBILITY CRITERIA

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to qualify as Eligible Bidder.

To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

S. No	Eligibility Conditions	Documentary proof to be submitted
1	The Bidder/Joint Venture or Consortium should be a Company registered under the Companies Act.or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008.	Company Registration certificate/ consortium agreement /partnership deed.
2	<p>Financial Capacity</p> <p>The Bidder/Joint Venture or Consortium should have Average Annual Turnover in the last three (3) years as INR 25crore.</p> <p>Bidder has to submit a solvency certificate from nationalised bank/Scheduled bank amounting to Rs. 5 crore.</p>	Form 2 and Audited Financial statements
3	The Bidder/Joint Venture or Consortium should have experience of having successfully completed works/or having works in hand (being a work of specialized nature) during the last 7 years ending last day of the month previous to the one in which applications are invited. The works completed upto previous day of last date of submission of tenders shall also be considered., Similar Project(with DRDO technology Bio Digester Tanks)of one similar work of 80% of estimated cost or two similar work of 60% of estimated cost or three similar work of 40% of estimated cost)	Form 3 Work Order/completion certificate /letter of acceptance.

- | | | |
|---|--|---------------------------|
| 4 | Any Bidder/Joint Venture or Consortium entity which has been barred by the Central Government, any State Government, a statutory EDMC or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate | Undertaking as per Form 6 |
| 5 | The Bidder/Joint Venture or Consortium must be DRDO/DRDE TOT holder | TOT holder by DRDO/DRDE |
| 6 | The Bidder/Joint Venture or Consortium may be enlisted in PF and ESIC | Enlisted in PF & ESIC |
| 7 | The Bidder/Joint Venture or Consortium may be ISO certification | |

Note:

- a. **Similar Project is defined as a project wherein the Bidder has constructed DRDO/DRDE Technology Bio-Digester Tank or operated and maintained toilets and or urinals based on DRDO/DRDE Technology.**
- b. Cost means the total contract value for which the bidder was contracted as primary Agency for major work.
- c. EDMC certifications are mandatory for the Similar Projects. The certifications must confirm the project attributes (size, fee, duration, scope etc.). Only Eligible Bidders will be taken up for Financial Bid.

Joint Venture / Consortium

- I. Bidders can participate in this bidding process by forming Joint Venture / Consortium. All partners of JV/Consortium shall be jointly and severally responsible towards the Authority for their performance under the Contract.
- II. The Lead partner of the JV/ Consortium must have a minimum of 51% participation in JV /consortium.
- III. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission.
- IV. The Bidder, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each partner in the JV / Consortium agreement providing clearly that any abrogation / subsequent re-assignment of any responsibility by any substantive / non substantive partner of JV/ Consortium in favour of other JV/ Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV

agreement /MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts.

- V. A bidder shall submit only one proposal in the same tendering process, either individually as a bidder or as a partner of a JV. A bidder who submits or participates in, more than one proposal will cause all of the proposals in which bidder has participated to be disqualified.
- VI. Bidders (including all the members of JV/consortium) shall not have a conflict of Interest. All bidders found to have conflict of Interest shall be disqualified. Bidders shall be considered to have a conflict of Interest with one or more parties in this bidding process if any of, including but not limited to, the following may apply:
 - a. They have controlling shareholders in common; or
 - b. They receive or have received any direct or indirect subsidy from any of them; or
 - c. They have the same legal representative for the purpose of this bid; or
 - d. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the EDMC regarding this bidding process; or
 - e. A Bidder or any affiliated entity, participated as a Consultant in the preparation of design or technical specifications of the works that are subject to Bid; or
 - f. A Bidder was affiliated with a firm or entity that has been hired (or proposed to be hired) by the EDMC as Consultant or Engineer for the Contracts.

VII. A firm, who has purchased the RFP document in their name, can submit the proposal either as individual firm or in joint venture / consortium

- VIII. EDMC / any Central / State Government Department / public Sector undertaking / other government entity or local body must not have banned business with the bidder (including any member in case of JV / Consortium) as on last date of online submission of proposal. Bidder (all members in case of JV/ Consortium) shall submit an affidavit along with his proposal.

3.2 EVALUATION

Technical Evaluation:

The Technical Proposal will be evaluated on the basis of once the Bidders have been technically qualified, as per eligibility criteria, and are found eligible for opening of their financial bids, since selection of bidder would be on basis of lowest financial bid.

4 INSTRUCTIONS TO BIDDERS

4.1 General instructions

4.1.1 Number of Proposals and respondents

4.1.1.1 No Bidder shall submit more than one (1) Proposal, in response to this RFP.

4.1.1.2 The RFP is non-transferable and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by EDMC.

4.1.2 -----

4.1.3 Right to accept and reject any or all the Proposals

4.1.3.1 Notwithstanding anything contained in this RFP, EDMC reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

4.1.2 Proposed site wise layoutplan preparation cost

4.1.2.1 The Bidders shall bear all costs associated with the preparation and submission of the proposed site wise layout plan. EDMC will not be responsible and liable for any costs, regardless of the conduct or outcome of the site wise layout /process.

4.1.2.2 Bidders are encouraged to submit their respective site wise layoutplan after visiting the office of the EDMC and ascertaining for themselves the availability of documents and other data with the EDMC,

4.1.2.3 All papers submitted with the site wise layout plans are neither returnable nor claimable.

4.1.3.2 EDMC reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered, or
- b) The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
- c) The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

4.1.4 Clarifications

4.1.4.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the EDMC and the Project site, sending written queries to the EDMC, and attending a Pre-Proposal Conference.

4.1.4.2 Bidders requiring any clarification on the RFP may send their queries to the EDMC by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for **East Delhi Municipal Corporation, Delhi**”

4.1.4.3 The EDMC shall endeavour to respond to the queries within the period specified therein but no later than (7) (seven) days prior to the PDD. The responses will be sent by e-mail. The EDMC will post the reply to all such queries on the Official Website.

4.1.4.4 The EDMC reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 4.1.4 shall be construed as obliging the EDMC to respond to any question or to provide any clarification.

4.1.5 Amendment of the RFP

4.1.5.1 At any time prior to the Proposal Due Date (PDD), the EDMC, for any reason, whether at its own initiative or in response to a clarification requested by Eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://mcdetenders.com/common/home.asp> and www.mcdonline.gov.in through a corrigendum and this shall form an integral part of the Bid/Proposal document. The relevant clauses of the Bid/Proposal

document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above mentioned websites from time to time for any amendment in the RFP document/s. The EDMC shall not be responsible for failure to get/download the amendments.

4.1.5.2 In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, EDMC may, at its own discretion, extend the PDD.

4.1.6 Data identification and collection

4.1.6.1 It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

4.1.6.2 It would be deemed that by submitting the Proposal, the Bidder has:

- Made a complete and careful examination and accepted the RFP in totality;
- Received all relevant information requested from EDMC and:
- Made a complete and careful examination of the various aspects of the Scope of Work.

4.1.6.3 Successful bidders should successfully complete installation and commissioning of the Bio-Digester Tanks as per the work order within a period of Twelve Months after receipt of supply/work orders. Defects liability period for the Bio-Digester Tanks installed will be 24 months from the date of issue of completion certificate, however bidder shall be issued completion certificate within 10 days from the date of release of Stage-III payment, defects liability period of 24 months shall be considered from the date of Stage-III payment or issue of completion certificate whichever is later and the contractor will have to rectify the defects within 5 days upon receipt of complaint. Bidder shall be liable for any mistake or error on the part of the Bidder in respect of the above.

4.2 PREPARATION AND SUBMISSION OF PROPOSALS 4.2.1 LANGUAGE AND CURRENCY

4.2.1.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

4.2.1.2 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

4.2.2 Proposal validity period and extension

4.2.2.1 Proposals shall remain valid for a period of 180 Days from the Proposal Due Date ("Proposal Validity Period") and EDMC may solicit the Bidder's consent for extension of the period of validity, if required. EDMC reserves the right to reject any Proposal, which does not meet this requirement.

4.2.2.2 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, EDMC may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

4.2.3 Format and signing of Proposals

4.2.3.1 The Bidders shall prepare manual as well as online copies of the technical and financial bid/Proposals separately.

4.2.3.2 Bidders should provide all the information as per the RFP and in the specified formats. EDMC reserves the right to reject any Proposal that is not in the specified formats.

4.2.3.3 In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

4.2.4 Submission of Bid/Proposal

4.2.4.1 The bid submission module of e-procurement website <http://mcdetenders.com/common/home.asp> and www.mcdonline.gov.in enables the Bidders to submit the Proposal online in response to this RFP published by the EDMC. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

4.2.4.2 The Bidders have to follow the following instructions for submission:

- a. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://mcdetenders.com/common/home.asp> and

www.mcdonline.gov.in The Bidders must obtain a user login ID and password by registering themselves with www.mcdonline.gov.in

- b. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her Bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- c. For successful registration of DSC on e-procurement website <http://mcdetenders.com/common/home.asp> and www.mcdonline.gov.in the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://mcdetenders.com/common/home.asp> and www.mcdonline.gov.in is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The EDMC shall not be held responsible if the Bidder fails to submit his/her Bid/Proposal before the Proposal Due Date due to DSC registration problem.
- d. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the Bid submission menu. After selecting the tender, for which the Bidder intends to ebid/Proposal, from "My tenders" folder, the Bidder can place his/her Bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- e. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the Bid/Proposal submitted will not be accepted.
- f. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.

- g. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the Bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- h. After successful submission of Bid/Proposal document, a page giving the summary of Bid submission will be displayed confirming end of Bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- i. EDMC reserves the right to cancel any or all bids/Proposals without assigning any reason.

4.2.5 Deadline for submission

4.2.5.1 Bid or manual proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://mcdetenders.com/common/home.asp> and www.mcdonline.gov.in and manually at EDMC office no later than the time specified on the Proposal Due Date. The EDMC may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the EDMC and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

4.2.6 Late submission

4.2.6.1 The server time indicated in the bid management window on the e-procurement website <http://mcdetenders.com/common/home.asp> and www.mcdonline.gov.in will be the time by which the Bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the tender. Once the Bid/Proposal submission date and time is over, the Bidder cannot submit his/her Bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her Bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the Bid/Proposal submission process.

4.2.6.2 PreBid meeting may be held in the office of Engineer-in-Chief Head Quarter, EDMC on specified date and time if essential or queries may be replied through mail considering present pandemic situation.

4.2.7 Withdrawal and resubmission of Proposal

4.2.7.1 At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected Bid/Proposal.

4.2.7.2 No Bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of Bid/Proposal during this interval may result in the Bidder's forfeited of his/her Bid/Proposal security.

4.2.7.3 The Bidder can re-submit his/her Bid/Proposal as when required till the Bid submission end date and time. The Bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised Bid and the new Bid submission summary generated after the successful submission of the revised Bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised Bids documents.

4.2.7.4 The Bidder can submit their revised Bids/Proposals as many times as possible by uploading their Bid documents within the scheduled date & time for submission of Bids/Proposals.

4.2.7.5 No Bid can be resubmitted subsequently after the deadline for submission of Bids.

4.2.8 Selection of the Bidder

4.2.8.1 From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the EDMC, on any matter related to their Proposal it should do so in writing. Any effort by the

Bidders to influence any officer or bearer of the EDMC in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

4.2.9 Proposal opening

4.2.9.1 After the technical evaluation, the EDMC shall prepare a list of prequalified Bidders in terms of Clause 3.1 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The EDMC will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

4.2.9.2 Bidders are advised that selection shall be entirely at the discretion of the EDMC. Bidders shall be deemed to have understood and agreed that the EDMC shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

4.2.9.3 Any information contained in the Proposal shall not in any way be construed as binding on the EDMC, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

4.2.10 Opening of Proposals

4.2.10.1 EDMC will open only financial bid/proposal, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the EDMC office.

4.2.10.2 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date the financial Bid/Proposal opening being declared a holiday for the EDMC, the financial bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in Bid/Proposal should ensure that the Fee mentioned in the Data sheet must be submitted in the shape of Banker's cheque/Demand draft in the favour of Commissioner, EDMC within the duration (strictly within opening & closing date and time of individual Bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.

4.2.10.3 The Bidders names and the presence or absence of requisite Bid/Proposal security and such other details as the EDMC at its discretion may consider appropriate, will be announced at the opening. The

names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

4.2.10.4 The EDMC will prepare minutes of Bid/Proposal opening.

4.2.11 Confidentiality

4.2.11.1 Information relating to the examination, clarification, evaluation and recommendation for the shortlisted Bidder/s shall not be disclosed to any person not officially concerned with the process.

4.2.11.2 After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

4.2.12 Tests of responsiveness

4.2.12.1 Prior to evaluation of the Proposals, EDMC will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

- It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
- It contains all information as desired in this RFP.
- Information is provided as per the formats specified in the RFP.
- It mentions the validity period as set out in Data Sheet.
- Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.

4.2.12.2 EDMC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by EDMC in respect of such Proposal.

4.2.13 Clarifications sought by EDMC

4.2.13.1 To assist in the process of evaluation of Proposals, EDMC may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

4.2.14 Proposal evaluation

4.2.14.1 Submissions from Bidders would first be checked for responsiveness as set out in Clause 4.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in Clause 3.2 of this RFP.

4.2.14.2 The Proposal containing the Technical Details in Clause 3.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

4.2.15 Warranty

4.2.15.1 A comprehensive on-site warranty of the toilets and maintenance support on all goods supplied under this contract shall be provided till the end of the Contract.

4.2.15.2 The Bidder warrants that the goods supplied under this contract shall be of the acceptable grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely.

4.2.15.3 The EDMC shall promptly notify the Bidder in writing of any claims arising under this warranty.

4.2.15.4 Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the EDMC may have against the Bidder under the Contract.

4.2.15.5 If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the EDMC may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the EDMC may have against the Bidder under the Contract. Any equipment/machinery not working in satisfactory condition within the maintenance/warranty period will be replaced by bidder free of cost failing which leading to penalty on daily basis of Rs. 5000/-day.

4.2.16 Inspection, Testing and Quality Control

4.2.16.1 The EDMC and/or its evaluation committee(s) will, without any extra cost to the bidder, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The EDMC shall inform the supplier in advance, in writing, the programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of EDMC and/or its nominated representative(s) will be borne by the EDMC and/or its nominated representative(s).

4.2.16.2 For such inspections and tests which are conducted in the premises of the bidder, all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the bidder to the EDMC's officer at no charge to the EDMC. Work executed/machinery installed will be checked by third party quality assurance team as decided by Department.

4.2.16.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the EDMC's officer may reject them and the bidder shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the EDMC and resubmit the same to the EDMC's officer for conducting the inspections and tests again.

4.2.16.4 If the bidder tenders the goods to the EDMC's officer for inspection at the last moment without providing reasonable time to the officer for completing the inspection within the contractual delivery period, the officer may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the bidder. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the EDMC under the terms & conditions of the contract.

4.2.16.5 The EDMC's contractual right to inspect, test and, if necessary, reject the goods after the goods arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by EDMC's officer during pre -despatch inspection mentioned above.

4.2.16.6 Goods accepted by the EDMC at initial inspection and in final inspection in terms of the contract shall in no way dilute EDMC's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

4.2.17 Performance Guarantee

4.2.17.1 The empanelled bidder shall furnish a Performance Guarantee at the time of contract signing amounting to 10% of contract value in form of Bank Guarantee (BG), which should be valid for 12 months. The BG shall be returned or extended as per the expiry of the project period. The BG can be

from any Nationalised or Scheduled bank or bidder shall agree for deductions of 10% security deposit mentioned at stage V of payment schedule along with EMD deposited by the bidder.

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 EDMC and the Agency, 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 of used for the purpose of carrying out the contract.
 - III. The 'Agency' shall mean 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 'EDMC' means the East Delhi Municipal Corporation 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 E.D.M.C. as mentioned in Schedule 'F' hereunder.
 - VI. EDMC' shall mean the E.D.M.C.
 - 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 Agency'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 Agency has no control and accepted as such by the Accepting Authority or causes solely due to use of occupation by EDMC of the part of the works in respect of which a certificate of completion has been issued or case solely due to EDMC's faulty design of works.

- X. 'Market Rate' shall be the rate as decided by the Engineer - in - Charge on the basis of the cost of material and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
- XI. 'Schedule(s)' referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the EDMC mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- XII. 'Department' means EDMC or any department of EDMC which invites tenders on behalf of EDMC 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 Agency 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 many 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 Agency 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 Error

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference scale and any 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) C.P.W.D. Specifications.
 - (v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying of conflicting provision made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Agency.
- 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 Agency 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 / Agency, 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 E.D.M.C. 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 E.D.M.C. or its Agencies.
 - (d) CPWD Agency'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 Agency.
10. In case of any dispute in regard to contract, only the Court of Delhi will have the jurisdiction.

CLAUSES OF CONTRACT

CLAUSE 1 A

Recovery of Security Deposit

The person / persons whose tender(s) may be accepted (hereinafter called the Agency) shall permit E.D.M.C. 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 E.D.M.C. by way of Security Deposit unless he / they has / have deposited the amount of Security at the rate mentioned above through Pay order drawn in favour of Commissioner, EDMC in case of a fixed deposit receipts of any Bank is furnished by the Agency to the Corporation 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 Agency and the Agency shall forthwith on demand furnish additional security to the Corporation to make good the deficit.

All compensations or the other sums of money payable by the Agency 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 therefrom, or from any sums which may be due to or may become due to the Agency by E.D.M.C. 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 Agency shall within 10days make good in case or Guarantee Bond in favour of the E.D.M.C. . 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 Agency 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.

CLAUSE 2

Compensation for Delay

If the Agency 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 EDMC 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) Compensation for delay of work @ 1.5% per month of delay to be computed on per day basis.

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 or set-off against any sum payable to the Agency under this or any other contract with the Government. In case, the Agency 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 at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the Agency. However, if the Agency catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the Agency 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 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency commits any acts mentioned in Clause 21 hereof: When the Agency has made himself liable for action under any of the cases aforesaid, the Engineer - in - Charge on behalf of the E.D.M.C. . shall have powers:
 - (a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Agency 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 E.D.M.C. 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 Agency with the cost of the labour and the price the material (of the amount of which cost and price certified by the Engineer - in - Charge shall be final and conclusive) against the Agency and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the Agency 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 Agency provided always that action under the sub - clause shall only be taken after giving notice in writing to the Agency. Provided also that if the expenses incurred by the department are less than the amount payable to the Agency at his agreement rates, the difference shall not be paid to the Agency.
 - (c) After giving notice to the Agency to measure up the work of the Agency 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 Agency to complete in which case any expense which may be incurred in excess of the sum which would have been paid to the original Agency 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 Agency and may be deducted from any money due to him by E.D.M.C. 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 Agency at his agreement rates, the difference shall not be paid to the Agency.

In the event of anyone of more of the above courses being adopted by Engineer - In -

Charge the Agency 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 Agency 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

Agency 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 Agency and the liability of the Agency 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 Agency, take possession of (or at the sole discretion of the Engineer - in - Charge which shall be final and binding on the Agency) 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 Agency, or procured by the Agency, 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 Agency, clerk of the works, foreman or other authorised 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 Agency failing to comply with any such requisition, the Engineer - in - Charge may remove them at the Agency's expense or sell them by auction or private sale or account or the Agency 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 Agency.

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 of from the date of handing over of the site whichever is later. If the Agency 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 Agency shall submit a time and progress Chart for each milestone 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 Agency within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the Agency documents, and further 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) completed the work as per milestone given in Schedule 'F'.

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 Agency's 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 EDMC to supply or
- vii) non - availability or break down of tools and Plant to be supplied or supplied by E.D.M.C. or
- viii) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Agency's control.

Then upon the happening of any such event causing delay, the Agency shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours 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.

(A) Request for extension of time, to be eligible for consideration, shall be made by the Agency in

writing within fourteen days of the happening of the event causing delay on the prescribed form. The Agency may also, if practicable, indicate in such a request the period for which extension is desired.

- (B) 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 Agency by the Engineer - in - Charge in writing, within 3 months of the date of receipt of such request. Non application by the Agency 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 Agency.

CLAUSE 6A

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

All measurement of all items having financial value shall be entered by the Agency and compiled in the shape of the 'Computerized Measurement Book having page of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

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

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

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

by the various officers of the department.

The Agency shall also submit to the department separately his computerized Abstract of cost and the bill based on these measurements, duly bound and its pages machine numbered along with two spare copies of the "bill". Thereafter this bill will be processed by the Divisional Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurement.

The Agency shall without extra charge, provide all assistance with every appliance, labour and other thing necessary for checking of measurement/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 India Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The Agency 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 to the reach of checking measurement without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Agency'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 measurement recorded by the Agency and all provisions stipulated herein above shall be applicable to such checking of measurement or levels.

It is also a terms of this contract that checking and/or test checking the measurement of any items 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 sufficiency of any work or material to which it relates nor shall it relieve the Agency 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. FiveLac 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. FiveLac interim or running account bills shall be submitted by the Agency 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 Agency shall not be entitled to be paid any such interim payment if the gross work done together with the net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F' in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer - in - Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the Agency 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 Agency is considered entitled by way of interim payment at such rates as decided by the Engineer - in - Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Agency to the Engineer - in - Charge of his Asstt. Engineer together with the account of the material is issued by the department, or dismantled materials, if any.

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 Agency 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 Agency with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the Agency 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 Agency 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 Agency(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 Agency 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 Agency 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 Agency 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

Agency 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 Agency 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 Agency either departmentally or through any other agency. Before taking such action, the Engineer - in - Charge shall give ten day notice in writing to the Agency.

CLAUSE 8B

Completion Plans to be submitted by the Agency

The Agency 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 Agency 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 Agency.

CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the Agency 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 Agency 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, will, as far as possible be made within the period specified herein above, the period being reckoned from the date of receipt of bill by the Engineer - in - Charge or his authorised Asstt. Engineer, complete with account of materials.

Clause 9

Payment of Agency's Bill to Banks

Payments due to the Agency may, if so desired by him, be made to his bank instead of direct to him provided the Agency furnishes to the Engineer - in - Charge (1) and authorisation in the form of legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the amount made out a being due to him by E.D.M.C. . or his signature on the bill or other claim preferred against E.D.M.C. before settlement by the Engineer - in -Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the Agency shall wherever possible present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis - a-vis the E.D.M.C.

The payment of passed bills will depend on availability of funds in particulars head of account from time to time in EDMC, payment of bills shall be made strictly on Queue basis i.e. first the past liabilities will be cleared and after that the release of payments for passed bills will be in order of the demand received at HQ under particular head of account.

CLAUSE 10A

Material to be provided by the Agency

The Agency 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 Agency 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 Agency shall be in conformity with the specifications laid down

or referred to in the contract. The Agency 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 Agency in writing whether samples are approved by him or not. If samples are not approved, the Agency 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 Agency shall at his risk and cost submit the samples of materials to be tested or analysed 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 Agency 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 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 - 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 Agency 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 Agency, 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 Agency.

CLAUSE 10C

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

If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Engineer - in - Charge's stores in accordance with Clause 10 thereof) and / or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase exceeds ten per cent of the price and / or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the Agency thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and / or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied, provided always that any increase so payable is not, in

the opinion of the Superintending Engineer (whose decision shall be final and binding on the Agency) attributable to any delay in the execution of the contract within the control of the Agency.

Provided, however, no reimbursement shall be made if the increase is not more than 10% of the said prices / wages, and if so, the reimbursement shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase has become operative after the contract or extended date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer - in - Charge's stores in accordance with Clause 10 thereof) and / or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax) and such decrease exceeds ten per cent of the prices and / or wages prevailing at the time of receipt of the tender for the work. E.D.M.C. shall in respect of material incorporated in the works (not being materials supplied from the Engineer - in - Charge's stores in accordance with Clause - 10 hereof) and / or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the Agency such amount as shall be equivalent to the difference between the prices of the materials and / or wages as prevailed at the times of the last stipulated date for receipt of tenders including extensions if any for the work minus ten per cent thereof and the prices of materials and / or wages of labour on the coming into force of such law, statutory rule or order.

The Agency shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the E.D.M.C. and further shall, at the request of the Engineer - in - Charge may require any documents so kept and such other information as the Engineer - in - Charge may require.

The Agency shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and / or wages of labour, give notice thereof to the Engineer - in - Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

CLAUSE 10 CA

Payment due to variation in prices of materials after receipt of tender

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

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

consideration, whichever is less.

The increase/decrease in prices of cement, steel reinforcement and structural steel shall be determined by the Price indices issued by the Director General (Works), CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement, steel reinforcement and structural steel as issued under the authority of Director General (Works) CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal chief Engineer as indicated in Schedule 'F' as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

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

Adjustment for component of individual material

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

where,

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

P = Base Price of material as issued under authority of DG(W), CPWD or concerned Zonal Chief Engineer as indicated in Schedule "F" valid at the time of the last stipulated date of receipt of tender including extensions, if any.

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

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

CI = Price index for cement, steel reinforcement bars and structural steel as issued under the authority of DG(W), CPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under

consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note:

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

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

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

CLAUSE 10D

Dismantled Material E.D.M.C. Property

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

CLAUSE 11

Work to be executed in Accordance with Specifications, Drawings, and Orders etc.

The Agency 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 Agency shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer - in - Charge and the Agency shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule or Rates or any other printed publication referred to elsewhere in the contract.

The Agency shall be comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance insofar as the necessity for providing

these, is specified or is reasonably inferred from the contract. The Agency shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12

Deviations / Variations Extent and pricing

The Engineer - in - Charge shall have power (I) to make alteration in, omission from, additions to, or substitutions 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 any other reasons and the Agency shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer - in - Charge and such alterations omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional substituted work which the Agency may be directed to do in the manner specified above as part of the works, shall be carried out by the Agency on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12.1.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the Agency, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (I) above or such further additional time as may be considered reasonable by the Engineer - in - Charge.

12.1.2 Rates for such altered, additional or substituted work shall be determined by the Engineer - in - Charge as follows:

- (i) If the rate for altered, additional or substituted item of work is specified in the schedule of quantities, the Agency shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule or quantities of the particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedules of quantities.
- (ii) If the rate of any altered ,additional or substituted item of work is not specified in the schedule or quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule or quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particular parts of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule quantities.

- (iii) If the rate for altered, additional or substituted item of work cannot be determined in the manner specific in sub - paras (I) and (ii) above, then such item of works shall be carried out at the rate entered in Schedule of Rates mentioned in Schedule 'F' plus / minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.
- (iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub - para (I) to (iii) above, then the rate for such item for work shall be derived from the Schedule of Rates specified in Sub - para (iii) above plus / minus the percentage mentioned in that sub - para. In the case of materials issued by the EDMC, issue rates of materials, with storage charge recovered, enhanced by two and a half per cent for profit and overheads shall be adopted in place of schedule rate plus percentage specified in sub - para (iii). Provided always that if rate(s) for part(s) of the item(s) are not available in the schedule of Rates specified above, rate for part(s) of such item(s) shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order plus ten per cent for profit and overhead.
- (v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub - paras (I) to (iv) above, the Agency shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer - in - Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer - in - Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the Agency, determine the rate on the basis of market rate(s). In the event of the Agency failing to inform the Engineer - in - Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer - in - Charge on the basis of market rate(s).
- (vi) (A) Except in case of items relating to foundations as it exists at the time of commencement of work (see vi B Below), provisions contained in sub clauses (I) to (v) above shall not apply to contract, altered or substituted items as individually exceed the deviation limit specified in Schedule 'F' subject to the following:
 - a) Deviation limit apply to individual items.
 - b) The value of additions of items, of any individual trade not already included in the contract, shall not exceed 10% of the Tendered value of work, subject to overall deviation limit as provided in vi (A).

Provided further that in case where the original item is substituted, the Substituted item shall be deemed to have replaced the original item in the contract itself to that extent and above provisions pertaining to the deviations shall apply with respect to such substituted item and not the original item.

- (vi) (B) In case of items relating to foundations as it exists at the time of commencement of work, quantities of which may change due to site conditions, provisions contained in sub - Clause (I) to (v) above shall not apply to :
 - a) Value of any item of any individual trade which exceed by more than the percentage mentioned on schedule 'F' of the value of that trade, included in the contract, as a

whole, unless the Agency and the Engineer - in - Charge agree to a higher percentage of any particular item.

- b) The value of item not included in the contract in excess of 10% of the Tendered value of work.

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

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

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in sub para (vi) of condition 12.1.2. provided that such decrease is more than five per cent of rates specified in the schedule of quantities or of those derived in accordance with the provisions of sub para (I) to (iv) of condition 12.1.2. and the Engineer - in - Charge may after giving notice to the Agency within two months of receipt of order by the Agency or occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice revise the rates for the work in question within two months or expiry of the said period of fifteen days having regard to the market rates.

- 12.4 The Agency shall send to the Engineer - in - Charge once every three months an up to date account giving complete details of all claims for additional payments to which the Agency may consider himself entitled during the preceding quarter failing which the Agency shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits.
- 12.5 For the purpose of operation of Clause 12.1.2. (vi) the following works shall be treated as works relating to foundation:
- 12.5.1 For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
- 12.5.2 For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
- 12.5.3 For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
- 12.5.4 For Roads all items of excavation and filling including treatment of sub - base.
- 12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the schedule or rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

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

If at any time after acceptance of the tender EDMC shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Engineer - in - Charge shall give notice in writing to that effect to the Agency and the Agency shall act accordingly in the matter. The Agency 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 Agency 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) EDMC shall have the option to take over Agency's materials or any part thereof either brought to site or of which the Agency is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, EDMC shall be bound to take over the materials or such portions thereof as the Agency does not desire to retain. For materials taken over or to take over by EDMC cost of such materials as detailed by Engineer - in - Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to material whilst in the custody of the Agency.
- (iii) If any materials supplied by department are rendered surplus, the same except normal wastage shall be returned by the Agency to EDMC at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Agency. In addition, cost of transporting such materials from site to EDMC stores if so required by department shall be paid.
- (iv) Reasonable compensation for transfer of T&P from site to Agency's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.
- (v) Reasonable compensation for repatriation of Agency's site staff and imported labour to the extent necessary.

The Agency shall, if required by the Engineer - in - Charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e., total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of Agency's materials at site taken over by the EDMC as per item (ii) above. Provided always that against any payments due to the Agency on this account or otherwise, the Engineer - in - Charge shall be entitled to recover or be credited with any outstanding balance due from the Agency for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the department from the Agency under the terms of the contract.

CLAUSE 14

Cancellation of contract in full or part

If Agency:

- (i) At any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7days from the Engineer - in - Charge; or
- (ii) Commits default to complying with any of the terms and conditions of the contract and does not remedy if or take effective steps to remedy it within 7days after a notice in writing is given to him in that behalf by the Engineer - in - Charge; or
- (iii) Fails to complete the works of items of work with individual dated of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer - in - Charge; or
- (iv) Shall offer or give or agree to give to any person in EDMC service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for Government; or
- (v) Shall enter into a contract with EDMC in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority / Engineer - in - Charge; or
- (vi) shall obtain a contract with EDMC as a result of wrong tendering or other non- bonafide method of competitive tendering; or
- (vii) Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- (viii) Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstance shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- (ix) Shall suffer and execution being levied on his goods and allow it to be continued for a period of 21 days; or
- (x) Assigns, transfers, sublets (engagement of labour on a piece - work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of Accepting

Authority;

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

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

- a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and / or
- b) Carry out the incomplete work by any means at the risk and cost of the Agency.

On cancellation of the contract in full or in part, the Engineer - in - Charge shall determine what amount, if any, is recoverable from the Agency for completion of the works or part of the works, or in case the works or part of the works in not to be completed, the loss or damage suffered by E.D.M.C. . In determining the amount, credit shall be given to the Agency for the value of the work executed by him up to the time of cancellation, the value of Agency's materials taken over and incorporated in the work and use of plant and machinery belonging to the Agency.

Any excess expenditure incurred to be incurred by E.D.M.C. in completing the works or part of the works or the excess loss or damage suffered or may be suffered by E.D.M.C. as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to E.D.M.C. in law be recovered from any moneys due to the Agency on any account, and if such moneys are not sufficient the Agency shall be called upon in writing and shall be liable to pay the same within 30days.

If the Agency shall fail to pay the required sum within the aforesaid period of 30days, the Engineer - in - Charge shall have the right to sell any or all of the Agency's unused materials, constructional plant, implements, temporary building, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Agency under the contract and if thereafter there be any balance outstanding from the Agency, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to E.D.M.C. .and unsold materials, constructional plant, etc., shall be returned to the Agency, provided always that if cost or anticipated cost of completion by E.D.M.C. . of the works or part of the works is less than the amount which the Agency would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Agency.

CLAUSE 15

Suspension of Work

- i) The Agency shall, on receipt of the order in writing of the Engineer - in - Charge, (whose decision shall be final and binding on the Agency) suspend the progress of the works of any part thereof for such time and in such manner as the Engineer - in - Charge may consider necessary so as not to cause and damage or injury to the work already done or endanger the safety thereof for any to the following reasons:
 - a) On account of any default on the part of the Agency; or
 - b) For proper execution of the works or part thereof for reasons other than the default of the Agency; or
 - c) For safety of the works or part thereof.

The Agency 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 Agency shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part.
 - b) If the total period of all such suspensions in respect of an item of group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the Agency 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 Agency to his employees and labour at site, remaining ideal during the period of suspension, adding thereto 2% to cover indirect expenses of the Agency. Provided the Agency submits his claim supported by details to the Engineer - in -Charge within fifteen days of the expiry of the period of 30days.
- (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 Agency 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 Agency, if he intends to treat the suspension, where it affects only a part of the work as an omission of such part by E.D.M.C. or where it effects whole of the woks, as an abandonment of the works by E.D.M.C. 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 Agency treating the suspension as an abandonment of the contract by E.D.M.C. , he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the

abandonment. He shall, however, be entitled to such compensation, as the Engineer - in - Charge may consider reasonable, in respect of salaries and / or wages paid by him to his employees and labour at site, remaining ideal in consequence adding to the total thereof 2% to cover indirect expenses of the Agency provided the Agency submits his claim supported by details to the Engineer - in - Charge within 30 days of the expiry of the period of 3 months.

Provided, further, that the Agency shall not be entitled to claim any compensation from E.D.M.C. for the loss suffered by him on account of delay by E.D.M.C. in the supply of material in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force major including non - allotment of such materials by controlling authorities, acts of God, acts of enemies of the state / country or any reasonable cause beyond the control of the E.D.M.C.

CLAUSE 16

Action in case Work not done as per Specifications

All works under or in course of execution or execution in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer - in - Charge, his authorised subordinates in charge of the work and all the superior officers, officers of the Quality Control Organization of the Department and the Chief Technical Examiner's Office, and the Agency 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 Agency, either himself be present to receive orders given to the Agency's agent shall be considered to have the same force as if they had been given to the Agency himself. If it shall appear to the Engineer - in - Charge or his authorised subordinates in charge of the work or to the Superintendent Engineer - in - Charge of Quality Control or his subordinate officers or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskilful 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 Agency 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 Agency shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non - completion of the work in time) for this default.

In such case the Engineer - in - Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and / or get it and other connected and incident items rectified, or remove and re-executed at the risk and cost of the Agency. Decision of the Engineer - in - Charge to be conveyed in writing in respect of the same will be final and binding on the Agency.

CLAUSE 17

Agency Liable for Damages, defects during maintenance period.

If the Agency or his working people or servants shall break, deface, injure or destroy any part of structure in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within six months (3months in the case of any work other than road work costing Rs. 1,00,000/- and below) after a certificate final or otherwise of its completion shall have been given by the Engineer - in Charge as aforesaid arising out of defect or improper materials or workmanship the Agency 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 Agency, or from his security deposit except for the portion pertaining to asphaltic work which is governed by sub - para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the Agency except the portion pertaining to asphaltic work which is governed by sub - para (iii) of clause 35 shall not be refunded before the expiry of six months (three months in the case of any work other than road work costing Rs. 1, 00,000/- and below) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work in the opinion of the Engineer - in - Charge, half of the security deposit is sufficient, to meet all liabilities of the Agency under this contract, half of the security deposit will be refundable after three months and the remaining half after six months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

CLAUSE 18

Agency to supply Tools & Plants etc.

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

/ or from his security deposit or the proceeds of sale thereof, or a sufficient portions thereof.

CLAUSE 18A

Recovery of Compensation paid to Workman

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

CLAUSE 18B

Ensuring Payment and Amenities to Workers if Agency fails

In every case in which by virtues of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Control Labour (Resolution and Abolition) Central Rules, 1971, E.D.M.C. is obliged to pay any amounts of wages to workman employed by the Agency in execution of the works, or to incur any expenditure tin providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the E.D.M.C. Agency's Labour Regulations, or under the Rules framed by E.D.M.C. from time to time for the protection of health and sanitary arrangements for workers employed by E.D.M.C. Agencies, E.D.M.C. will recover from the Agency the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the E.D.M.C. under Sub-section (2) of Section 20, and Sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, E.D.M.C. shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit it or from any sum due by E.D.M.C. to the Agency whether under this contract or otherwise E.D.M.C. 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 Agency and upon his giving to the E.D.M.C. full security for all costs for which E.D.M.C. might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Agency

The Agency shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The Agency shall also abide by the

provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non - execution of the work.

CLAUSE 19A

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

CLAUSE 19B

Payment of Wages

Payment of Wages:

- (i) The Agency shall pay to labour employed by him either directly or through sub - Agency's, wages not less than fair wages as defined in the C.P.W.D. Agency's Labour Regulations or as per provisions of the Agency Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulations and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The Agency 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 - Agency's 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 Agency's part of this contract, the Agency shall comply with or cause to be complied with the Central Public Works Department Agency's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publications of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The Engineer - in - Charge concerned shall have the right to deduct from the money due to the Agency 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 contract or is bound to allow to the labours directly or indirectly employed in the works one day rest for 6days continuous work and pay wages at the same rate as for duty. In the event of default the Engineer - in - Charge shall have the right to deduct the sum or sums not

paid no account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the Agency 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 Agency 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 Agency's Labour (Regulation and Abolition) Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vi) The Agency shall indemnify and keep indemnified EDMC against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Agency's Labour Regulations without prejudice to his right to claim indemnity from his sub - Agency's.
- (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 Agency 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 Agency 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 Agency's part of this contract, the Agency shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Agency fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Engineer - in - Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Agency.

CLAUSE 19D

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

current month respectively: -

- 1) The number of labourers employed by him on the work,
- 2) Their working hours,
- 3) The wages paid to them,
- 4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- 5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

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

CLAUSE 19E

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

CLAUSE 19F

All statutory laws shall be abide by the Agency.

CLAUSE 19G

In the event of the Agency(s) committing a default or breach of any of the provisions of the Central Public Works Department, Agency's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the EDMC a sum not exceeding Rs. 200/- for every default, breach or furnishing, making submitting, filling such materially incorrect statements and in the event of the Agency(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 Agency(s) is / are not properly observing and complying with the provisions of the C.P.W.D. Agency's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Agency Labour (R&A) Central Rules, 1971, for the protection of health and sanitary arrangements for work - people employed by the Agency(s) (hereinafter referred as "the said Rules") the Engineer - in -

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

CLAUSE 19H

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

- 1)
 - (a) The minimum height of each hut at the caves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7sq.m. (30sq.ft.) for each member of the worker's family staying with the labourer.
 - (b) The Agency(s) shall in addition construct suitable cooking places having minimum area of 1.80m x 1.50m (6' x 5') adjacent to the hut for each family.
 - (c) The Agency(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each on hundreds of the total strength, separate latrines and urinals being provided for women.
 - (d) The Agency(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp, these bathing and washing places shall be suitably screened.
- 2)
 - (a) All the huts shall have walls of sun - dried or burnt - bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer - in - Charge. In case of sundried bricks, the walls should be plastered with mud gobi on both sides, the floor may be kutchra but plastered with mud gobi and shall be at least 15cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer - in - Charge and the Agency shall ensure that throughout the period of their occupation the roofs remain water - tight.
 - (b) The Agency(s) shall provide each hut with proper ventilation.

- (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- (d) There shall be kept an open space of at least 7.2m (8yards) between the rows of huts which may be reduced to 6m (20ft.) according to the availability of site with the approval of the Engineer - in - Charge, Back to Back construction will be allowed.
- 3) Water Supply: - The Agency(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or givers, tanks which may be of metal or masonry, shall be provided. The Agency(s) shall also at his / their own cost make arrangements for laying pipe lines for water supply to his / their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- 4) The site selected for the camp shall be high ground, removed from jungle.
- 5) Disposal of Excreta: - The Agency(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the Agency(s) shall make arrangements for the removal of the excreta through the Municipal Committee / Authority and inform it about the number of labourers employed so that arrangements may be made by such Committee / Authority for the removal of the excreta. All charges on this account shall be borne by the Agency and paid direct by him to the Municipality / Authority. The contract shall provide one sweeper for every eight seats in case of dry system.
- 6) Drainage: - The Agency(s) shall provide efficient arrangements for draining away sludge water so as to keep the camp neat and tidy.
- 7) The Agency(s) shall make necessary arrangement for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- 8) Sanitation: The Agency(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19I

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

CLAUSE 19J

It shall be the responsibility of the Agency to see that the building under construction is not occupied by anybody unauthorizedly during construction, and is handed over to the Engineer - in - Charge with vacant possession of complete building. If such building through completed is occupied

illegally, then the Engineer - in - Charge shall have the option to refuse to accept the said building / buildings in the position. Any delay in acceptance on his account will be treated as the delay in completion and for such delay a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the Agency.

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

CLAUSE 20

Minimum Wages Act to be complied with

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

CLAUSE 21 Work not to be sublet. Action in case of insolvency

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

CLAUSE 22

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

CLAUSE 23

No Changes in firm's Constitution shall be allowed.

CLAUSE 24

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

CLAUSE 25

Settlement of Disputes & Arbitration Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here – in – before mentioned and as to the quality of workmanship or materials as used on the work or as to any other question, claim, right, matter or thing whatsoever in any ways arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the works or the executions or failure to execute the same whether arising during the progress of the work or after the cancellations, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) If the Agency considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, records or decision given in writing by the Engineer – in – Charge on any matter in connections with or arising out of the contract of carrying out of the work, to be unacceptable, he shall promptly within 30 days request the Additional Commissioner in writing for written instruction or decision. Thereupon, the Additional Commissioner shall give his written instructions or decision within a period of one months from the receipt of the Agency's letter.

If the Additional Commissioner fails to give his instructions or decision in writing within the aforesaid period or if the Agency is dissatisfied with the instructions or decision of the Additional Commissioner, the Agency may within 30 days of the receipt of Additional Commissioner's decision, appeal to the Commissioner who shall afford and opportunity to the Agency to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Commissioner shall give his decision within 30days of receipt of the Agency's appeal.

(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration a sole arbitrator appointed by the Commissioner M.C.D. if the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Commissioner of the appeal.

It is also a term of this contract that no person other than a person appointed by such Commissioner M.C.D. as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitrator at all.

It is also term of this contract that if the Agency does not make any demand for appointment or arbitrator

in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer – in – Charge that the final bill is ready for payment, the claim of the Agency shall be deemed to have been waived and absolutely barred and the M.C.D. shall be discharged and released of all liabilities under the contract in respect of these claims.

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

It is also a term of this contract that the arbitrator shall adjudicated on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1, 00,000/- the arbitrator shall give reasons for the award.

It is also a term of contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The terms of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid. The venue of such arbitration shall be Delhi / New Delhi and the language of arbitration proceedings shall be English.

CLAUSE 26

Agency to indemnify E.D.M.C. against Patent Rights

The Agency shall fully indemnify and keep indemnified the E.D.M.C. against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may 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 E.D.M.C. in respect of any such matters as aforesaid the Agency shall be immediately notified thereof and the Agency 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 Agency shall not be liable to indemnify the E.D.M.C. . If the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer - in -Charge in this behalf.

CLAUSE 27

No Lump sum Provisions shall be applicable.

CLAUSE 28

Action where no specifications are specified.

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

CLAUSE 29

With holding and lien in respect of sums due from Agency

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the Agency, the Engineer - in - Charge or the EDMC 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 Agency and for the purpose aforesaid, the Engineer - in - Charge of the EDMC shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudications of any such claim, in the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Agency, the Engineer - in - Charge of the EDMC shall be entitled to withhold and have alien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Agency under the same contract or any other contract with the Engineer - in - Charge of the EDMC or any contracting person through the Engineer - in - Charge pending finalization or adjudication or any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer - in - Charge will be kept withheld or retained as such by the Engineer - in - Charge of EDMC till the claim arising out the of or under the contract is determined by the arbitrator (if the contract is governed by the arbitrations clause) by the competent court, as the case may be and that the Agency 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 Agency. For the purpose of this clause, where the Agency is a partnership firm or a limited company, the Engineer - in - Charge or the EDMC 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) EDMC shall have the right to cause and audit and technical examination of the woks and the final bills of the Agency 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 Agency under the contract or any work claimed to have been done by him under the contract and found not to

have been executed, the Agency shall be liable to refund the amount of over - payment and it shall be lawful for EDMC to recover the same from his in the manner prescribed in sub - clause (i) of this clause or in any other manner legally permissible; and if it is found that the Agency 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 EDMC to the Agency, without any interest thereon whatsoever.

Provided that the EDMC shall not be entitled to recover any sum overpaid, nor the Agency 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 Agency 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 Agency (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer - in - Charge or the EDMC or any other contracting person or person through Engineer - in - Charge against any claim of the Engineer - in - Charge of EDMC 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 Agency with the Engineer - in - Charge or the EDMC 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 EDMC will be kept withheld or retained as such by the Engineer - in - Charge of the EDMC or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the Agency shall have no claim for interest or damage whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Agency.

CLAUSE 31

Unfiltered water supply

The Agency(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 Agency(s) shall be fit for construction purpose 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 Agency(s) if the arrangements made by the Agency(s) for procurement of water are in the opinion of the Engineer - in - Charge, unsatisfactory.

CLUASE 32

Water arrangements

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

CLAUSE 36

Employment of Technical Staff and employees

Agency's Superintendence, Supervision, Technical Staff & Employees

- (i) The Agency shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The Agency 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, qualifications, experience, age, address and other particulars along with certificates, of the experience shall not be lower than specified in Schedule 'F'. The Engineer - in - Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the Agency. Any such approval may at any time be withdrawn and in case of such withdrawal the Agency shall appoint another such representative according to the provisions of the clause. Decision of the tender accepting authority shall be final and binding on the Agency in this respect. Such a principal technical representative shall be appointed by the Agency soon after receipt of the approval from Engineer - in - Charge and shall be available at site within fifteen days of start of work.

If the Agency (or any partner in case of firm / company) who himself has such qualifications, it will not be necessary for the said Agency to appoint such a principal technical representative but the Agency shall designate and appoint a responsible agent to

represent him and to be present at the work whenever the Agency is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to Agency or his responsible agent. The principal technical representative and / or the Agency shall on receiving reasonable notice from the Engineer - in - Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer -in - Charge and / or at the site of work, as required, to take instructions. Instructions given to the principal technical representative of the responsible agent shall be deemed to have the same force as if these have been given to the Agency. The principal technical representative and / or the Agency or his responsible authorised agent shall be actually available at site at least two working days every week, these days shall be determined in consultation with the Engineer - in - Charge as well as fully during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer - in Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer - in - Charge or his designated representative in the site order book and shall affix his signature in token of notice down the instructions and in token of acceptance of measurement. There shall be no objection if the representative / agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer - in - Charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily. If the Engineer - in - Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the Agency as specified in Schedule 'F' and the decision of the Engineer - in - Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the Agency. Further if the Agency fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer - in - Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the Agency shall be held responsible for the delay so caused to the work. The Agency shall submit a certificate of employment of the technical representative / responsible agent along with every on account bill / fixed bill and shall produce evidence if any time so required by the Engineer - in - Charge.

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

The Agency shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer - in - Charge shall be at liberty to object to and require the Agency to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer - in - Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer

- in - Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLUASE 37

Levy / Taxes payable by Agency

- (i) GST or any other tax on materials in respect of this contract shall be payable by the Agency and EDMC shall not entertain any claim whatsoever in this respect.

CLUASE 38

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

- (i) All tendered rates shall be inclusive of all taxes and levies payable under respective status. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the Agency thereupon necessarily and properly pays such taxes / levies the Agency shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the Agency) attributable to delay in execution of work within the control of the Agency.
- (ii) The Agency 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 authorised representative of the EDMC and / or the Engineer - in - Charge and further shall furnish such other information / documents as the Engineer - in - Charge may require from time to time.
- (iii) The Agency shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLUASE 40

If relation working in EDMC then the Agency not allowed to tender

The Agency shall not be permitted to tender for works in the EDMC circle (responsible for execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Category A and B Officer in the EDMC. Any breach of this condition by the Agency would render him liable to be removed from the approved list of Agency of this Department.

Note: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in - laws.

CLUASE 41

No Gazetted Engineer to work as Agency within two years of retirement

No engineer of Assistant Engineer rank or other officer equivalent to Assistant Engineer Rank employed in engineering or administrative duties in an Engineering Department of the EDMC shall work as a Agency or employee of aagency for a period of two years after his retirement from Government service without the previous permission of the department is writing. This contract is liable to be cancelled if either the Agency or any of his employees is found at any time to be such a person who had not obtained the permission of the department as aforesaid, before submission of the tender or engagement in the Agency’s service, as the case may be. **CLUASE 43**

Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the Agency 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 Agency shall when ordered (in writing) by the Engineer - in - Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damage work and shall be paid at the contract rates in accordance with the provision of this agreement of the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer - in - Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer up to Rs. 5,000/- and by the Superintending Engineer concerned for a higher amount. The Agency shall be paid for the damage / destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer - in - Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequences of hostilities or warlike operations (a) unless the Agency had taken all such precautions against air raids as are deemed necessary by the A.R.P Officers or the Engineer-in-Charge,(b)for any material etc. not on the site of the work or for any tools ,Plant , machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the Agency having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

CLAUSE 45

Release of security deposit after labour clearance

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

CLAUSE 46

Conditions of e-Tendering

NITs for tenders released through e-Tendering can be viewed at the office of the Engineer-in-Charge during office hours and on the homepage of the following sites (on the internet) on a 24x7 basis:

☛ <http://engineering.mcdetenders.com>

☛ <http://mcdetenders.com>

Agency Registration

It is mandatory for Agency's to register on the e-Tendering portal and their registration(s) to be approved before they download the tender document from the following e-Tendering portal:

☛ <http://mcdetenders.com>

The registration will have to be accompanied by appropriate registration fees (computed as per the Registration Fee Payment Formula). The document fees may vary based on the following:

☛ Incorporation Type

☛ Registration Category

The payment modes for Registration fees are as follows:

☛ Demand Draft

☛ Banker's Cheque -call receipt of a Scheduled Bank in Favour of Commissioner EDMC

It may be mandatory that certain documents be attached (digital scanned copies of originals) as part of the registration procedure. Approval of registrations may be subject to realization of registration fees and verification of original paper documents the scans of which were attached and the facts furnished at the time of registration on the portal.

Registered Agencies can participate in open tenders only and in limited tenders by invitation. NITs can be viewed without registering on the portal.

Tender Document Download

The following are the modes of downloading the tender document from the site when the sequence 'Purchase and Download Tender Document' is active:

A) Online - Agency has to use his own login.

B) Manual - Assisted Download from the e-Tendering site.

Note: Tender documents should be downloaded only from the EDMC e-Tendering site. Tender document downloaded from any login different from the login (obtained at the time of registration) of the company submitting the bid or any other source (viz., photocopy of an original, print out a file downloaded from a different company's login) is invalid.

Bid Preparation and Hash Submission

The following modes of submission are permitted for this tender:

A) Manual: Agency's opting to submit the bids manually have to do so as per the tender schedule before expiry of the sequence 'Bid Preparation and Hash Submission'. Manual bids have to be contained in a sealed envelope marked with the Company ID (obtained at the time of registration on the e-tendering portal) and the Company Name. The envelope will be opened and the contents scrutinized, entered and evaluated at the time of the sequence 'Evaluation of Financial Bid'.

B) Online: Agency's submitting bids online have to submit hashes each document (soft copy) attached and summarily for each envelope. The envelope hash has to be signed digitally using their personal Digital Certificate (which can be purchased from the service provided for a prescribed fee) before expiry of the sequence 'Bid Preparation and Hash Submission'. Bids of only those Agency's successfully completing this sequence will be eligible for the sequence 'Re-encryption of Online Bids'.

Re-encryption of Online Bids

Agencies who have submitted hashes online have to submit their bids (and upload the documents attached at the time of the sequence 'Bid Preparation and Hash Submission') online when the sequence 'Re-encryption of Online Bids' is active as per the tender schedule. Bids of Agency's who have failed in re-encrypting their online bids will be summarily rejected and will not be available during the sequence 'Opening of Financial Bid'.

Opening of Financial Bid

All manual bids received during the sequence 'Bid Preparation and Hash Submission' will be opened after the opening of the online bids successfully re-encrypted during the sequence 'Re-encryption of Online Bids'. Both these will be done before the expiry of the sequence 'Opening of Financial Bid'.

Formats of Qualification Information

1. Qualification Information

The Applicant shall include with the Qualifications schedule, details in the prescribed proforma vide Annexure "A" to "H".

- I. Annexure 'A' - Structure and Organization
- II. Annexure 'B' - Financial Capability Statement
- III. Annexure 'C' - Plant and Equipment's
- IV. Annexure 'D' - Work experience (works completed)
- V. Annexure 'E' - Details of Abandonment of work Litigation /debaring done
- VI. Annexure 'F' - Affidavit on Non-judicial stamp paper
- VII. Annexure 'G' - Undertaking to abide by modified terms and Conditions, if any
- VIII. Annexure 'H' - Details of Technical Personnel under Regular Employment with the Applicant.

Annexure "A"

STRUCTURE AND ORGANISATION

1	Name of the Bidder	:	
2	Status	:	
	Individual Agency	:	
	Sole Proprietary Firm	:	
	Firm Partnership	:	
	Private Limited Company	:	
	Public Limited Company	:	
3	Head Office/Registered office address with phone/ Fax Number / E-mail ID	:	
4	Local office (if any) address with Phone/ Telex / Fax Number	:	
5	Mainline of Business [such as (Civil) Engineering Agency / General Engineering Agency/ Electrical Engineering Agency etc, should be specified.]	:	

6	Name, position, status, capacity etc, of the Key personnel/ [directors of the company (Attach organization chart showing the structure of the company/firm]	:	
7	Name, capacity and address of the signatory who has Signed the Qualification Application. Attested copy of authorization issued (either by power of attorney or as per articles of partnership Deed/ Memorandum of association) in favour of the signatory to sign the qualification Application price Tender/ Agreement should be appended.	:	

FINANCIAL CAPABILITY

1	Name and address of the Applicant	:			
2	Income Tax Permanent Account No. C.I. H.No.	:			
3	GST Number	:			
4	Annual turnover as per Income Tax returns filed for the past three years	:	TAX YEAR	Figures	Words
		:	2016-2017	(Rs.)	(Rs)
		:	2017-2018		
		:	2018-2019		
5	Annual turnover as per audited statement of account duly certified by the Chartered Accountant during the preceding three years (Attach attested copy of balance sheets)	:	TAX YEAR	Figures	Words
		:			
		:	2016-2017		
		:	2017-2018		
		:	2019-2020		
6	Working Capital				
	I. Balance in bank account (Rs.)	:			
	II. Unutilized overdraft / Credit facility in the Nationalized / Scheduled bank (Rs.)	:			

ANNEXURE "C"

DETAILS OF CONSTRUCTION EQUIPMENTS, TOOLS & PLANTS, VEHICLES THAT COULD BE DEPLOYED EXCLUSIVELY FOR THIS WORK

NAME OF APPLICANT:

Sl.No.	Name of equipment/ Tools and plants/vehicles	Equipments owned by the Applicant		Equipments currently under lease, available with the Applicant				Equipments proposed to be taken on lease		
		Number	Year of purchase make and capacity	Present working condition	Number	Year of Manufacture, Make & Capacity	Present working condition	Number	Year of Manufacture, Make & Capacity	Present working condition
1	Concrete Batching Plant									
2	Transit Mixer									
3	Concrete Mixer Machine									
4	Needle Vibrator									
5	Steel Centring Materials									
6	Hydraulic Tippers									
7	Hydraulic Back Hoe loader									
8	Water Tanker Lorry									
9	Paver Finishers									
10	Excavators (Chain Mounted of reasonable capacity).									
11	Hydra (with a capacity of 7.5Ton to 15Ton)									
12	Generators (20KVA & above)									
15	Compressors									
16	Bituminous plants (Bituminous)-40 to 60 cum/hr.									

Note: For the equipment currently under lease with the Applicant, date of expiry of lease period shall be furnished

ANNEXURE "D"

DETAILS OF SIMILAR WORK (DRDO TECHNOLOGY BIO-DIGESTER TANKS) OF NOT LESS THAN 80% OF THE VALUE PUT TO TENDER UNDER A "SINGLE AGREEMENT" IN ANY ONE OF THE PRECEDING 'THREE" YEARS (2016-17, 2017-18 AND 2018-19) FOR GOVERNMENT EPARTMENT/BOARD/GOVERNMENT UNDERTAKING

NAME OF BIDDER :

	Type and Nature of	Location Village/ Town/Taluk/ District/State	Name and designation of the Employer/ owner	Value of work as per Agreement / LoA	Agreement Number/ LoA letter No & Date	Stipulated period of contract as per agreement/LoA	Date of commencement of the work	Date of actual completion of	Reasons for delay in completion (if any)	Actual value of work executed as per final payment/Actual value of work in LoA	Quality of work done*
1											
2											
3											
4											
5											

Note: a) Certificate issued by the Engineer -in - charge (not below the rank of Executive Engineer/ Project Engineer) of each of the work is to be appended.

Dated Signature of the applicant with seal

b)* Please indicate whether the work is satisfactorily Completed/work in progress.

ANNEXURE “E”

**INFORMATION REGARDING CURRENT LITIGATION /DEBARRING /
EXPELLING OF APPLICANT OR ABANDONMENT OF WORK
BY THE APPLICANT**

1. (a) Is the Applicant currently involved in any Arbitration/
Litigation relating to any contract works Yes/ No

(b) If Yes, Details thereon

2.(a) Has the Applicant or any of its constituent partners
been Debarred/Expelled by any agency as on date of
submission of bid Yes/ No

(b) If yes, Details thereon

3. (a) Has the Applicant or any of its constituent Partners
Failed to complete, any contract work during the past
“Five” years. Yes / No

(b) If yes, give details thereon

Dated Signature of Applicant with seal

Note: If any information in this Annexure is found to be incorrect or concealed, the bid will be summarily rejected & price tender will not be opened.

AFFIDAVIT

(To be furnished in a Twenty Rupees Non-Judicial Stamp Paper duly Certified by Notary Public)

1. I/We the undersigned solemnly declare that all the statements made in the documents, records etc. Attached with this application are true and correct to the best of my/our knowledge
2. I/We the undersigned do hereby certify that neither my/our firm/company nor any of its constituent partners have abandoned any work/works of similar nature and magnitude in India, during the Last "Five" years.
3. I/We the undersigned do hereby certify that any of the contracts awarded to me/us has not been terminated/rescinded, due to breach of contract on my/our part, during the last "Five" Years.
4. I/We the undersigned authorize(s) and request any bank/person/firm/corporation/Government Departments to furnish pertinent information deemed necessary and requested by the Tender Inviting Authority Commissioner/Superintendent Engineer, EDMC, to verify the statement made by me/us to assess my/our competence and general reputation.
5. I/We, the undersigned, understand(s) that further qualifying information / clarifications on the statement made by me/us may be requested by the Tender Inviting Authority Commissioner/Superintendent Engineer, EDMC and agree(s) to furnish such information/clarification within "SEVEN" Days from the date of receipt of such request from the Tender Inviting Authority – Commissioner/Superintendent Engineer, EDMC, .

Dated Signature of Applicant with Seal:

(To be signed by the officer authorized by the Firm/Company to sign on behalf, _____ the Firm/Company with company's seal)

Note:- In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Officer)

(Title of the firm/Company) (Date)

The above named deponent as understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at-----and signed before me on this day of

(Seal)

(Signature of the Notary Public)

UNDER TAKING

Undertakings should be furnished in a Twenty Rupees Non-Judicial Stamp paper with the Qualification Application and certified by the Notary Public.

I/We

The applicant do hereby undertake that I/we will abide by the terms and conditions if any modified by the Tender Inviting Authority Commissioner/Superintendent Engineer, EDMC, in the contract conditions subsequent to submission of Qualification Annexure/price tenderer subsequent to execution of the agreement.

Place:

Date:

Signature of the bidder with Seal

The above named deponent as understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at Erode and signed before me ----- on this day of -----.

Place:

Date:

Signature of the Notary Public with Seal

I/We

The applicant do hereby undertake that I/we will abide by the terms and conditions

Set forth in the tender document and am willing to undertake the

“Faecal Sludge Management (with DRDO Technology Bio Digester Tanks) generated from existing Community Toilet Complexes and MC Primary school toilets in EDMC Area.

Place :

Date :

ANNEXURE "H"

Details of Technical Personnel Under regular employment of the applicant who can be made available exclusively for this work

Name of Bidder:

Sl. No.	Designation	Name	Educational Qualification	Under regular employment with Applicant since	Total Span of Experience	Salary being paid	To be appointed for the project
1	Project Manager – Team Leader Graduate in Civil Engineering with post graduate degree or diploma in construction management with 12 years of professional	1					
		2					
		3					
		4					
2	Diploma holders in Civil Engineering with 2 years of the experience (or) Four Retired Junior Engineers.	1					
		2					
		3					
		4					
		5					
		6					
		7					
		8					

Key Personnel		
Sl. No	Name of Personnel	Minimum Criteria
1	Project Manager – Team Leader Graduate in Civil Engineering with post graduate degree or diploma in construction management with 12 years of professional experience.	
2	Resident Construction Manager Graduate in Civil Engineering with 10 years of professional experience in similar projects.	
3	Support Engineers (5 no's)	2 (two) no of B.E/B.Tech (civil) with 3 years of professional experience
		3 (three) no of Diploma Engineers (civil) with 3 years of professional experience

5 Annexure A: Standard Forms

5.1 FORM 1: Technical Proposal Submission Form

(Location, Date)

To: (Name and address of EDMC)

Dear Sirs:

We, the undersigned, offer to provide the services for **Recycling /re-use of waste water effluent from Public toilet blocks after effective treatment and feedback- using SCADA system & 5 years O&M** in accordance with your Request for Proposal dated xxxx and our

Proposal. We are hereby submitting our Proposal, which includes this, a Technical Proposal, and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment at a date mutually agreed between us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

5.2 FORM 2: Financial capacity of the Bidder

Financial Year Annual Revenue

(in INR)

1.

2.

3.

Note: Attach audited financial statements as proof of the above figures.

5.3 FORM 3: Eligible assignments of the Bidder

Name of Project* Name of EDMC Professional fee received by the Bidder (in INR crore)

1

2

3

* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

--

5.4 FORM 4: Bidder's organization and experience

Technical staff / Engineer's required will be employed as per CPWD manual

(Provide here a brief (two pages) description of the background and organization of your firm/entity)

5.5 FORM 5: Declaration for not being barred by the Central Government, any State Government, a statutory EDMC or a public sector

Declaration

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to Recycling /re-use of waste water effluent from 80 seats Public toilet blocks after effective treatment and feedback-using SCADA system & O&M for 5 years, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> is not blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

5.6 FORM 6: Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial EDMC or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for "Recycling /re-use of waste water effluent from 80 seats Public toilet blocks after effective treatment and feedback- using SCADA system &O&M for 5 years"

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to Recycling /re-use of waste water effluent from 80 seats Public toilet blocks after effective treatment and feedback- using SCADA system & O&M for 5 years, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial EDMC or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

5.7 FORM 7 - FINANCIAL PROPOSAL

(Date)

To: (Name and address of EDMC)

Subject: Financial proposal Reference: Recycling /re-use of waste water effluent from 80 seats Public toilet blocks after effective treatment and feedback- using SCADA system & O&M for 5 years

Dear Sirs,

We have read and examined the RFP document dated XXMMYYYY complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

Our financial quote for the provision of services as per the conditions of the RFP are enclosed as Annexure A.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST and reimbursable expenses shall be as per the terms stated in Clause 2.4 and Clause 1F of Annexure B of the RFP document.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the EDMC is not bound to accept any proposal that is received.

Signature and Name of the Authorised Person

_____ NAMEOFTHEBIDDERANDSEAL

ANNEXURE A: FINANCIAL QUOTE FOR PROVISION OF SERVICES IN COMPLIANCE WITH ALL CONDITIONS OF THE RFP

FINANCIAL BID

Particulars	40 Seat Toilet Block
Capital expense	
Total cost excluding taxes	
Taxes	
Total Capex	
Operations and Maintenance (With taxes)	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	

Particulars	20 Seat Toilet Block
Capital expense	
Total cost excluding taxes	
Taxes	
Total Capex	
Operations and Maintenance (With taxes)	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	

Calculation of L1: L1 will be calculated based on the NPV (Net Present Value) cost of the 5 years of O&M cost and capital expense. For calculation of NPV discount rate used will be taken 15%.

6 ANNEXURE B:

GENERAL CONDITIONS OF CONTRACT

General condition of the contract of EDMC will be applicable.

1. General Provision

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. "Authorized Representatives" shall have the meaning set forth in Clause 1e of Annexure B
- iii. "Bidder" means any private or public entity that will provide the Services to the EDMC ("the EDMC") under the Contract.
- iv. "EDMC" means the Authority with which the Bidder signs the Contract for the Services
- v. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- vi. "Confidentiality" shall have the meaning set forth in Clause 2h of Annexure B
- vii. "Dispute" shall have the meaning set forth in Clause 7 of Annexure B
- viii. "Eligibility" shall have the meaning set forth in Clause 3.1 of the RFP
- ix. "EMD" Earnest Money Deposit
- x. "Government" means the Government of the EDMC's country/state
- xi. "Key Dates" shall mean the dates mentioned in Clause 1 and the Data Sheet
- xii. "LOA" Letter of Award
- xiii. "Party" means the "EDMC or the Bidder" as the case may be, and "Parties" means both of them

- xiv. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xv. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xvi. "Proposal Validity Period" shall have the meaning set forth in Clause 4.2.2
- xvii. "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xviii. "Scheduled Bank" means Banks specified in the RBI Act, 1932
- xix. "Services" means the work to be performed by the Bidder pursuant to the Contract. 1.2. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

1.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the EDMC or the Bidder may be taken or executed by the officials specified in the Contract.

1.6. Taxes and Duties

The Financial Bid shall take into account all expenses and tax liabilities. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

1.7. Fraud and Corruption

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. “corrupt practice” means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. “Fraudulent practice” means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- iii. “Collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the EDMC, designed to establish prices at artificial, non-competitive levels;
- iv. “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the contract.

Measures to be taken The EDMC will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The EDMC will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.8. Limitation of Liability

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder.

1.9. Insurance

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- i. loss of or damage to the Works, Plant and Materials <to remove if not applicable>

- ii. loss of or damage to Equipment, property in connection with the Contract; and
- iii. Personal injury or death of the employees for any other events that may be applicable, the EDMC does not take any responsibility for insurance coverage in case of any miss-happening.

1.10. Liquidated Damages

In case any services is not found as per the prescribed norms or is not carried out in time, the EDMC may impose liquidated damages on the Bidder. The maximum liquidated damages imposed shall not exceed 10% of the accepted contract amount.

If the Bidder delays the works or the work is not satisfactory, the EDMC may execute the work at the risk and at the cost of the Bidder from any other service providing agency.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the

circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include

- Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- Any event which a diligent Party could reasonably have been expected to both • Take into account at the time of the conclusion of this Agreement, and • Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

2.6.1 by the EDMC

The EDMC may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the EDMC shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the EDMC may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant, in the judgment of the EDMC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the EDMC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 8 hereof.

2.6.2 by the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the EDMC, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the EDMC fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
 - b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
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- c) If the EDMC fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the EDMC shall make the following payments to the Consultant:

- a) Payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

2. Obligations of the Bidder

2.1 Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the EDMC, and shall at all times support and safeguard the EDMC's legitimate interests in any dealings with third Parties.

2.2 Responsibility of the Bidder

The Bidder shall be fully responsible for site review and event of the services conforming to relevant Indian or International standards in accordance with the EDMC.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the EDMC, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or EDMC from time to time.

2.3 Confidentiality

Except with the prior written consent of the EDMC, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 6 months from the date of termination of the Contract.

2.4 Documents prepared by the Bidder to be the property of the EDMC

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the EDMC, together with a detailed inventory thereof.
 - b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under
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the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

2.5 Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

3. Obligations of the EDMC

a. Assistance and Exemptions - The EDMC shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.

b. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly under this Contract.

4. Payments to the Bidder

4.1 Professional fee and Payments the total payment due to the Bidder shall be governed by the Contract Price (as determined by the financial quote in the RFP stage). In addition to the consultancy fee, reimbursable expenses shall only be paid for expenses incurred to travel outside of Delhi (domestic or international) on actual basis. Any such travel and expenses shall be incurred with prior approval of the EDMC.

4.2 Terms and Conditions of Payment Payments will be made to the account of the Bidder and according to the payment schedule stated in Clause 2.4. The Professional Fee shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the EDMC shall pay (other than taxes imposed on Bidder's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

5. Good Faith and Indemnity

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties

(including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

6. Penalty

1. In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the EDMC, other penal action including debarring for a specified period may also be initiated as per policy of the EDMC. In case any services is not found as per the prescribed norms or is not carried out in time, if the bidder fails to provide the services in time, the EDMC may impose penalty in addition to the liquidated damages.

- In case the services provided by the bidder are found to be unsatisfactory or if any incidence of misbehaviour by the staff of the bidder is reported or service is not provided in time, then the EDMC may impose a penalty up to INR 5000/- per such case.
 - The EDMC shall impose penalty if any House Keeping personnel, on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a house keeping personnel or found attempt to claim false attendance and shall take such other action as may be required under the circumstances. The EDMC may impose a penalty up to INR 5000/- per such case.
 - The failure to employ adequate number of persons resulting in substandard service will be considered as breach of the terms and conditions under the agreement. The EDMC may impose a penalty depending upon the quantum of breach for such cases.
 - The bidder has to submit weekly work plan. If the EDMC is not satisfied with the progress and quality of the work by the bidder, the EDMC may impose a penalty up to INR 5000/- per day per location.
 - In the event of failure of the bidder to recoup the quality in the mutually agreed time frame, The EDMC shall be entitled to terminate the contract and forfeit performance security. The EDMC may impose additional penalty depending upon the quantum of breach for such cases.
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- The EDMC will provide the bidder free of cost water and electricity for the execution of work. The bidder should keep the usage of the water and electricity to a reasonable level. If it is found misuse of water and electricity and involves wastage, the EDMC reserves the right/option to levy penalty on the bidder up to INR 5000/- or the amount of wastage, whichever is higher.

7. Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

a. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

b. Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Delhi, India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

c. Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

The venue of arbitration shall be in Delhi.

The language of arbitration proceedings shall be English.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at DELHI.

Courts located in Delhi shall have exclusive jurisdiction to settle dispute arising under this agreement

S r. n o.	DSR Item No	Particulars	Quanti ty	Unit s
1	1.1.1A	Carriage of material by mechanical transport including loading and unloading and staking lime moorum, building rubbish - lead upto 10 KM dumping at SLF	2540.0 0	cum
2	2.8.1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. ∴All kinds of soil. (16*436.36+4*577.60)	9292.1 0	cum
3	1.1.18	Disposal of Moram/building rubbish/malba/similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge(16*161.73+4*279.10)	3704.0 2	cum

4	2.10.1 .2	Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth up to 1.5 m, including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m : Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia	220.00	Mtr
5	2.25	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.(16*274.66+4*298.23)	5587.4 5	cum
6	4.1.8	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand(zone-III) : 8 graded stone aggregate 40 mm nominal size). (126+16*11.06+4*21.54)	389.17	cum
7	6.1.1	Brick work with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in foundation and plinth in; cement mortar(1 cement: 4 coarse sand) (7.18+7.18)*4	57.44	cum

8	6.4.2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand) Lumsum (230mm thick) (44.16+4*14.36+16*14.36)	331.36	cum
9	6.13.2	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level. Cement mortar 1:4 (1 cement : 4 coarse sand) Lumsum (115mm thick)	600.56	sqm
10	5.9	Centering and shuttering including strutting, propping etc. and removal of form work for :		
11	5.9.1	Foundations, footings, bases for columns (16*17.50+4*25.48)	381.92	sqm
12	5.9.2	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc. (16*354.70+4*493.56)	7649.44	sqm
13	5.9.3	Suspended floors, roofs, landings, balconies and access platform (16*61.96+4*86.39)	1336.92	sqm

1 4	5.33.1	<p>Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.“(Note :- Cement content considered in this item is @ 330 kg/cum.“Excess/ less cement used as per design mix is payable/recoverable separately).5.33.1 All works upto plinth level (16*81.02+4*121.60)</p>	1782.7 2	cum
1 5	5.34.1	<p>Extra for providing richer mixes at all floor levels. Note:- Excess/less cement over the specified cement content used is payable /recoverable separately. Providing M-30 grade concrete instead of M-25 grade BMC/ RMC. (Note:- Cement content considered in M-30 is @ 340 kg/cum)</p>	1782.7 2	cum

16	5.33.2	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. (Note :- Cement content considered in this item is @ 330 kg/cum. "Excess/ less cement used as per design mix is payable/recoverable separately). (16*2.74+4*2.74)	54.87	cum
17	5.22.6	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more. (16*11514+4*18240)	257184.00	kg
18	16.3.9	Supplying and stacking at site. Good earth. (LS)	1120	Cum
19	5.41.1	Supplying and applying pre tested and approved water based concrete curing compound to concrete/ masonry surface, all as per manufacturer's specification and direction of Engineer-in-charge. Non pigmented wet curing compound. (16*433.69+4*605.37)	9360.52	sqm

2 0	10.3	Providing and fixing in position collapsible steel shutters with vertical channels 20x10x2mm and braced with flat iron diagonals 20x5mm size, with top and bottom rail of T-iron 40x40x6mm, with 40mm dia steel pulleys, complete with bolts, nuts, locking arrangement, stoppers, handles, including applying a priming coat of approved steel primer.	700.00	sqm
2 1	10.5.1	Providing and fixing 1mm thick M.S. sheet door with frame of 40x40x6mm angle iron and 3mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer. Using M.S. angels 40x40x6 mm for diagonal braces.	907.20	sqm
2 2	10.13.1	Providing and fixing T-iron frames for doors, windows and ventilators of mild steel Tee-sections, joints mitred and welded, including fixing of necessary butt hinges and screws and applying a priming coat of approved steel primer. Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	4000.0 0	kg

<p>2 3</p>	<p>10.28</p>	<p>Providing and fixing stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge.(for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.)</p>	<p>10000. 00</p>	<p>kg</p>
<p>2 4</p>	<p>8.31</p>	<p>Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete</p>	<p>1681.9 2</p>	<p>sqm</p>

2 5	11.38	Providing and laying Ceramic glazed floor tiles of size 300x300 mm(thickness to be specified by the manufacturer), of 1st quality conforming to IS : 15622, of approved make, in all colours, shades, except White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick bed of cement mortar1:4 (1 Cement : 4 Coarse sand), jointing with grey cement slurry @3.3kg/sqm including pointing the joints with white cement and matching pigments etc., complete.	1331.8 4	sqm
2 6	13.6.1	20 mm cement plaster of mix : 1:4 (1 cement : 4 coarse sand) (16*496+4*667.59)	10606. 36	sqm
2 7	13.18	Neat cement punning(16*434.20+4*605.43)	9368.9 2	sqm
2 8	13.80	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete. (16*62.31+4*62.31)	1246.1 1	cum
2 9	13.62. 1	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	907.20	sqm

<p>3 0</p>	<p>13.72</p>	<p>Washed stone grit plaster on exterior walls height upto 10 metre above ground level, in two layers, under layer 12 mm cement plaster 1:4 (1 cement : 4 coarse sand), furrowing the under layer with scratching tool, applying cement slurry on the under layer @ 2 Kg of cement per square metre, top layer 15 mm cement plaster 1:1/ 2:2 (1 cement: 1/2 coarse sand : 2 stone chipping 10 mm nominal size), in panels with groove all around as per approved pattern, including scrubbing and washing the top layer with brushes and water to expose the stone chippings ,complete as per specification and direction of Engineer-in-charge (payment for providing grooves shall be made separately). (1280+16*62.31+4*62.31)</p>	<p>2526.2 0</p>	<p>sqm</p>
<p>3 1</p>	<p>13.73. 1</p>	<p>Forming groove of uniform size in the top layer of washed stone grit plaster as per approved pattern using wooden battens, nailed to the under layer, including removal of wooden battens, repair to the edges of panels and finishing the groove complete as per specifications and direction of the Engineer-in-charge . 15 mm wide and 15 mm deep groove</p>	<p>1480.0 0</p>	<p>m</p>

3 2	13.76	Forming groove of uniform size from 12x12 mm and upto 25x15 mm in the top layer of washed stone grit plastered surface as per approved pattern, including providing and fixing aluminum channels of appropriate size and thickness (not less than 2 mm), nailed to the under layer with rust proof screws and nails and finishing the groove complete as per specifications and direction of the Engineer-in-Charge. (16*62.31+4*62.31)	1246.1 1	sqm
3 3	13.48. 3	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications : Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/10 sqm over an under coat of primer applied @ 0.80 ltr/10 sqm of approved brand and manufacture. (16*10+4*10)	200.00	sqm
3 4	13.81. 2	Distemping with 1st quality acrylic distemper, having VOC (Volatile Organic Compound) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour. two coat. (16*62.31+4*62.31)	1246.1 1	sqm

35	Based on DSR 16 Item 6.38	Providing and fixing upto plinth level, factory made precast concrete solid block of grade M10 made of recycled concrete aggregate (RCA) and conforming to IS 2185: Part I-2005 from approved manufacturer, including hoisting and setting in position with cement mortar 1:4 (1 Cement: 4 coarse sand) etc. complete for masonry work as per direction of engineer-in-charge.	172	cum
36	Based on DSR 16 Item 6.38	Providing and fixing above plinth and upto floor V level, factory made precast concrete solid block of grade M10 made of recycled concrete aggregate (RCA) and conforming to IS 2185: Part I-2005 from approved manufacturer, including hoisting and setting in position with cement mortar 1:4 (1 Cement: 4 coarse sand) etc. complete for masonry work as per direction of engineer-in-charge	277.92	cum
37	12.15.1	Painting top of roofs with bitumen of approved quality @ 17kg per 10 sqm impregnated with a coat of coarse sand at 60 cudm per 10 sqm, including cleaning the slab surface with brushes and finally with a piece of cloth lightly soaked in kerosene oil complete :With residual type petroleum bitumen of grade VG -10. (16*18.29+4*18.29)	365.80	sqm

38	12.16.1	<p>10 cm thick (average) mud phaska of damped brick earth on roofs laid to slope consolidated and plastered with 25 mm thick mud mortar mixed with bhusa @ 35 kg per cum of earth and gobi leaping with mix 1:1 (1 clay : 1 cow dung) and covered with flat tile bricks, grouted with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% of integral water proofing compound by weight of cement and finished neat: With common burnt clay F.P.S.(non modular) brick tile of class designation 10. (16*18.29+4*18.29)</p>	365.80	sqm
39	12.21.1	<p>Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 10 mm and down gauge), including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design : In 75x75 mm deep chase. (680+16*17.07+4*17.07)</p>	1021.40	mtr
40	12.22	<p>Making khurras 45x45 cm with average minimum thickness of 5 cm cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20 mm nominal size) over P.V.C. sheet 1 m x1 m x 400 micron, finished with 12 mm cement plaster 1:3 (1 cement : 3 coarse sand) and a coat of neat cement, rounding the edges and making and finishing the outlet complete. (20*1)</p>	20.00	no.

4 1	12.41. 2	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. 110 mm diameter. (20*7)	70.00	mtr
4 2	12.42. 5.2	Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion. 110 mm Bend. (16*2+4*2)	40.00	no.
4 3	14.1.1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead : With cement mortar 1:4 (1 cement : 4 fine sand). Lumbsum	1203.2 0	sqm
4 4	13.88	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	2073.6 0	sqm
4 5				

4 6	15.2.1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	920.00	cum
4 7	22.12	Supplying and applying bituminous solution primer on roof and / or wall surface at 0.24 litre per sqm. (16*312.53+4*523.96)	7096.3 2	sqm
4 8	2.36	Extra for levelling & neatly dressing of disposed soil completely as directed by Engineer-in-charge. (16*161.73+4*279.10)	3704.0 8	cum
4 9	15.3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge. (720+16*15+4*5)	820.00	cum
5 0	15.7.4	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar. (280+16*5+4*5)	380.00	cum
5 1	15.23. 1	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm	2073.6 0	sqm
5 2	15.25	Dismantling stone slab flooring laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 metres lead	920.00	sqm

5 3	16.3.1	Supplying and stacking at site : 90 mm to 45 mm size stone aggregate. (16*36+4*36)	720.00	cum
5 4	16.3.2	63 mm to 45 mm size stone aggregate. (16*18+4*8)	360.00	cum
5 5	16.3.3	53 mm to 22.4 mm size stone aggregate)	216.00	cum
5 6	16.3.7	Stone screening 11.2 mm nominal size (Type B) (16*7.20+4*7.20)	144.00	cum
5 7	16.64	Providing and laying 75 mm thick compacted bed of dry brick aggregate of 40 mm thick nominal size including spreading, well ramming, consolidating and grouting with jamuna sand, including finishing smooth etc. complete as per direction of Engineer-in-charge.	1792.00	sqm
5 8	16.87.1	Providing and laying gang saw cut 30 mm thick, mirror polished pre moulded and pre polished machine cut granite stone of required size and shape of approved shade, colour and texture in footpath, flooring in road side plazas and similar locations, laid over 20mm thick base of cement mortar 1:4 (1 cement : 4 coarse sand) including grouting the joints with white cement mixed with matching pigment, epoxy touch ups etc. complete as per direction of Engineer-in-Charge. With granite stone of area less than 0.50 sqm.	1184.08	sqm
5 9	17.1.1	White Vitreous china Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. : Internal work - Exposed on wall	440.00	no.

6 0	17.2.1	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required : W.C. pan with ISI marked white solid plastic seat and lid	40.00	no.
6 1				
6 2	17.7.3	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require: White Vitreous China Wash basin size 550x400 mm with a pair of 15 mm C.P. brass pillar taps.	40.00	no.
6 3	17.18.1	Providing and fixing P.V.C. low level flushing cistern with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete. 10 litre capacity - White	480.00	no.

6 4	18.7.1	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. : Internal work - Exposed on wall 15 mm nominal outer dia. Pipes.	4000.0 0	mtr.
6 5	18.7.2	20 mm nominal outer dia. Pipes.	1120.0 0	mtr.
6 6	18.7.3	25 mm nominal outer dia .Pipes.	1120.0 0	mtr.
6 7				
6 8				
6 9				
7 0	18.15.1	Providing and fixing brass bib cock of approved quality : 15 mm nominal bore	720.00	no.
7 1	18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	20000. 00	Ltr.
7 2	18.55.1	Providing and fixing PTMT stop cock of approved quality and colour. 15 mm nominal bore, 86 mm long. Weighing not less than 88 gms.	100.00	no.

7 3	18.56. 1	Providing and fixing PTMT pillar cock of approved quality and colour . 15mm nominal bore, 107 mm long. Weighing not less than 110 gms.	120.00	no.
7 4	18.57. 1	Providing and fixing PTMT, push cock of approved quality and colour. 15 mm nominal bore, 98 mm long. Weighing not less than 75 gms.	120.00	no.
7 5	19.1.2	Providing, laying and jointing glazed stoneware pipes class SP-1 with stiff mixture of cement mortar in the proportion of 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete : 150 mm diameter	340.00	mtr.
7 6	19.4.1 .1	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5 Providing and fixing square-mouth S.W. gully trap class SP-1 complete with C.I. grating brick masonry chamber with water tight C.I. cover with frame of 300x300 mm size (inside) the weight of cover to be not less than 4.50 kg and frame to be not less than 2.70 kg as per standard design : 100x100 mm size P type With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	340.00	no.
7 7	19.5.5	Dismantling of old S.W. pipes including breaking of joints and bed concrete stacking of useful materials near the site within 50 m lead and disposal of unserviceable materials into municipal dumps: 300 mm diameter	680.00	mtr

7 8	19.7.1 .2	Constructing brick masonry manhole in cement mortar 1:4 (1 cement : 4 coarse sand) with R.C.C. top slab with 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design : With Sewer bricks conforming to IS : 4885	40.00	no.
7 9	19.19. 4.1	Providing and fixing in position pre-cast R.C.C. manhole cover and frame of required shape and approved quality HD-35Circular shape 560 mm internal diameter	40.00	no.
8 0	Appro ved Item 2016	P/F precast RCC slab/grating 70 mm thick manufactured with C.C. 1:2:4 (1 Cement: 2 Coarse sand: 4 graded stone aggregate 20 mm NS) reinforced with 96 kg/cum of RCC i/c lapping all four side with MS sheet 1.6 mm thick and fixing in position complete (drain cover with or without holes) (16*9+4*9)	180.00	sqm

8 1	10.11. 1	<p>Providing and fixing factory made ISI marked steel glazed doors, windows and ventilators, side /top /centre hung, with beading and all members such as F7D, F4B, K11 B and K12 B etc. complete of standard rolled steel sections, joints mitred and flash butt welded and sash bars tenoned and riveted, including providing and fixing of hinges, pivots, including priming coat of approved steel primer, but excluding the cost of other fittings, complete all as per approved design, (sectional weight of only steel members shall be measured for payment).</p> <p>10.11.1 Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) (16*50+4*50)</p>	1000.0 0	kg
8 2	9.21.1	<p>Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters: 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws. (16*4.20+4*4.20)</p>	84.00	Rs/ unit

8 3	10.30. 1	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with :10.30.1 4.0 mm thick glass panes (2 W=0.90X0.90=0.81 sqm; 2 V=0.90x0.30=0.27) Qty= 2X0.81+2X0.27=1.62+0.54= 2.16 sqm (16*2.16+4*2.16)	43.20	sqm
8 4	10.31	Providing and fixing angle iron frames for doors, windows and ventilators of mild steel Angle sections of size 35x35x5 mm, joints mitred and welded by angle iron 35x35x5 mm or 35x 5 mm flat pieces to the existing T-iron frame or to the wall with dash fastener, including fixing of necessary butt hinges and screws and applying a priming coat of approved steel primer, all complete as per the direction of Engineer-In-charge.		
		Windows (3 ftx3ft) (16*60+4*60)	1200.0 0	kg
		Ventilator (3 x 1 feet) (16*40+4*40)	800.00	kg
			2000.0 0	kg

NDSR Items/Item rates				
	DSR Item No	Particulars		Units
1	NDSR	Providing and fixing unplasticised - PVC pipe including all fitting and fixing materials of approved design 250 mm pipe (PVC)	1500.00	Mtr
2	NDSR	Providing and fixing unplasticised - PVC pipe including all fitting and fixing materials of approved design 110 mm pipe (PVC)	180.00	Mtr

3	NDSR	Providing and fixing unplasticised - PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of hardwood plugs, screwed with M.S. screws of required length including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete. 25 mm pipe (UPVC)	2000.00	Mtr
4	NDSR	Providing and fixing Immobilization matrix (Min 10 mm thickness) for residing Anaerobic Microbial Inoculum	1896.00	Sqm
5	NDSR	Providing Anaerobic Microbial Inoculum 30% of bio-digester capacity) (DRDO Certified: AMI should be certified with DRDO/DRDE issued latest batch certificate) including transportation installation etc.	285.60	Cum
6	NDSR	Providing and Fixing Settlement chamber FRP make of 4000 liters capacity: Suitabe for settlement of suspended particales with wall thickness of 10mm. Resin as per specifications.	20.00	Eac h
7	NDSR	Providing fixing Screen of size (1 m x 1 m x) in Screen Chamber as per requirement including all materials required for fixing.	0.00	Eac h
8	NDSR	Providing Plantation at Reedbed: Cena plants or equivalent plants that can grow on a Reedbed as specified by Engineer-in-Charge	3456.00	Eac h
	Electrical & Electronic Items			
	Item Rate	Particulars		Unit s

1		Providing and fixing Sludge pump (specification: 1 HP, Min Head 5 m, single phase, min 7 mm sludge handling capability): Kirloskar, crompton make including testing and commissioning	40.00	Each
2		Providing and fixing Water pump (min 4000 liters/hour flow, min head 7 m): Kirloskar, crompton make including testing and commissioning	40.00	Each
3		<p>Providing and fixing Bio-gas Balloon (10 Cum) with enclosure and CO2 scrubber and moisture remover:</p> <p>Usable Volume: 10 M3 Type: Cylindrical Vertical in shape Max. Operating Pressure : 150 mmWC / 15 mbar Enclosure: approx 3 m x 3 m x 3 m Accessories:</p> <ol style="list-style-type: none"> 1. 1" U-PVC Connection to Balloon for Inlet, Outlet connection 2. 1/2" Moisture Drain fitting is of U-PVC Threaded Tank Nipple 3. Fabric hooks for holding balloon with SS ring 4. Emergency repairing adhesive kit. 	20.00	Each
4		Providing and fixing Bio-gas Generator with Co2 scrubber and moisture remover (3.7 kWhr) of approved make including installation testing and commissioning.	20.00	Each
5		<p>Providing and fixing Inverter (4000 VA):</p> <p>Sine Wave Technology Capacity : 4000 VA Rate Output Power : 3360 W Warranty : 02 Years.</p>	20.00	Each

6		Providing and fixing Solar Cells (3 KWp): Monocrystalline Solar cell (9 Cell of 335 Watt Peak i.e. total ward peak of 3015) Power Rating : 335W, 24V Warranty : 02 Years. (off grid)	180.00	each
7		providing fixing battery(150 mha) tubular technology capacity 150 Ah warranty 60 months	60.00	
8		Installation Solar Cell: (9 Cells of 335 Using MS angle of 25mm x 25 mm x 5 mm on the roof top of toilet complexes south facing as per requirement and specification.	180.00	Each
9		Providing and fixing PLC & SCADA System with the following requirement and equipment		
		1 control panel withPLC	20.00	Each
	(ii)	Level indicator:(Non -contact type, Ultrasonic, Please refer to attachment for technical specification). MULTISPAN / AIMTECH / UNITECH	40.00	Each
	(iii)	Pressure indicator with transmitter: (Cavitation, liquid hammer and pressure peaksin liquid filled hydraulic system with changes in flow velocity, e.g fast closing of valve or pump starts and stops) MULTISPAN / AIMTECH / UNITECH	20.00	Each
	(iv)	on-off switch: (15A): L&T/SIEMENS/SCHNEDIER	60.00	Each

	(v)	SCADA(Supervisory control and data acquisition) System with PC and printer(300 tags, lifetime single user software with license with support for various protocol,screen customization, scripting facility,hardware dongle): SCHNEIDER / SIEMENS / ABB	20.00	Eac h
10		Providing and Fixing IP Camera,Bullet IP,2MP Full HD,5 year Warranty, with 4channel DVR HD, and 1TB surveillance Hard Disk drive for CCTV with all compulsary fitting.	80.00	Eac h
11		Field Cabeling:		
	(i)	4 CORE X 4SQ. MM ARMOURED COPPER CABLE (20X200)=4000	4000.00	Mtr.
	(II)	2 PAIR X 1.5 SQ. MM SHIELDED ARMOURED COPPER CABLE(20X400=8000)	8000.00	Mtr.
	(III)	4 CORE X 1.5 SQ. MM ARMOURED COPPER CABLE(20X250=5000)	5000.00	Mtr.
	(iv)	1 CORE X 4SQ. MM COPPER FLEXIBLE CABLE FOR EARTHING.(20X150=3000)	3000.00	Mtr.
	(v)	SHIELDED COMMUNICATION CABLE FOR IP CAMERA(20X100=2000)	2000.00	Mtr.
12		Providing and fixing 9W LED Bulbs including all assecseries of aproved make.	720.00	Eac h
		Schedule for Operation & Maintenance		

1		<p>Operation & Maintenance of 40 Seater CTC including deployment of One Supervisor and Six Cleaners at each CTC, toilet block maintenance, Operation of Toilet Blocks, General Plant Maintenance and providing chlorination tables, Silica Gel, LUV Etc. (Rates are to be quoted for one year per CTC with 5% increase on base amount). Payment will be made per month per CTC on pro-rata basis.</p>	4.00	Each
2		<p>Operation & Maintenance of 20 Seater CTC including deployment of One Supervisor and Six Cleaners at each CTC, toilet block maintenance, Operation of Toilet Blocks, General Plant Maintenance and providing chlorination tables, Silica Gel, LUV Etc. (Rates are to be quoted for one year per CTC with 5% increase on base amount). Payment will be made per month per CTC on pro-rata basis.</p>	16.00	Each

Financial bid

Sr. No	Name of Work	Component	Quoted rate in Rs
		3	4
1	Faecal Sludge Management generated with DRDO Technology Bio-Digester Tanks from existing Community Toilet Complexes and MC Primary school toilets in EDMC Area	A Part A: 12months Design, construction and commissioning of Faecal Sludge &Septage treatment plant with DRDO Technology Bio-Digester Tanks along with all appurtenant structures, electrical, electronic works and allied works including all necessary approvals from various government departments etc. complete including testing, trial run for One month and commissioning of the plant to the satisfaction of the Engineer.	
		B Part B: 5 (five) years Post Commissioning operation and maintenance of the Faecal Sludge &Septage treatment plant for a period of 5 (five) years.	