

New Delhi Municipal Council (NDMC)



BIDDING DOCUMENT

for the

Name of work:- Providing 24x7 water supply in NDMC area.

Sub Head:- Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area.

(Following single stage two envelope bidding procedure)

Vol-1 Technical Bid

Issued on: 12.05.2018.

Invitation for Bids No.: RFP No.01/EE(WS)/2018-19

Employer: New Delhi Municipal Council

Country: India

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Chapter 1. **REQUEST FOR PROPOSAL NOTICE**

**WATER SUPPLY DIVISION, CIVIL ENGINEERING DEPTT.
NEW DELHI MUNICIPAL COUNCIL
ROOM NO.231, SHAHID BHAGAT SINGH PLACE, GOLE
MARKET, NEW DELHI
e-Procurement Tender Notice**

**Name of work:- Providing 24x7 water supply in NDMC area.
Sub Head:- Replacement of House Service Connection AMR Meters,
Water Quality Sensors etc. and Assessment of NRW for Continues
water supply system (Part-I) in NDMC area**

Date of release of RFP through e-procurement solution: 12.05.2018

**Date and time for pre-bid meeting, 21.05.2018, at 3.00 PM in the chamber of
CE(C-I), Room No.1601, 16th Floor, Sansad
Marg, Palika Kendra, New Delhi-01**

Last Date/Time for receipt of RFP through e-procurement solution: 11.06.2018 up to 3.00 pm

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

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

**Executive Engineer (WS)
NDMC, New Delhi**

Chapter 2. INVITATION FOR PROPOSAL

2.0 RFP Notice

This RFP Document is being published by the New Delhi Municipal Council, for the Project “Name of Work: Providing 24x7 water supply in NDMC area. Sub Head: - Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area.

Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. 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. This RFP document is not transferable.

2.1 Important Dates / Information

Sr. No.	Information	Details
1	RFP reference No. and Date	RFP No.01/EE(WS)/2018-19
2	RFP Fee	Rs.25,000/- (Rupees twenty five thousand)
3	Earnest Money Deposit	Rs.80,00,000/- (Rupees eighty lakhs only)
4	Bid Validity Period	180 Days from the Date of Opening the Bid
5	Performance Guarantee	5 % of the Contract Value
6	Last date for submission of written queries for clarifications. Email ID for sending pre-bid queries	21.05.2018 upto 12.00 Noon. Electronic mail address: To: Executive Engineer (WS) Cc: ee.ws@ndmc.gov.in , Queries will not be entertained other than received on above Email ID
7	Date & Time of pre-bid meeting	21.05.2018 at 3.00PM.
8	Place of pre-bid meeting	Office of The Chief Engineer, Chamber of CE, NDMC Office, Room No. 1601,16th Floor, Palika Kendra, New Delhi
9	RfP Purchase Date RfP Submission Date	12.05.2018 To 10.06.2018: till 3.00PM. 11.06.2018 till 3.30PM.
10	Place, Time and Date of opening of Technical proposals received in response to the RFP notice	Office of The Executive Engineer, Water Supply Department Room No. 231, SBS PLACE, Gole Market, New Delhi-110001 On 11.06.2018 at 1630 Hrs.

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11	Contact Person for queries	Office of The Executive Engineer, Water Supply Department Room No. 231, SBS PLACE, Gole Market, New Delhi-110001 E-mail: ee.ws@ndmc.gov.in , Phone:011-23745439 Superintending Engineer (PH), New Delhi Municipal Council NDMC Office, Room No. 1508, 15th Floor, Palika Kendra, New Delhi Phone:011-23366471 CC E-mail: seph.civil@ndmc.gov.in ,
12	Addressee and Address for the EMD & RFP Fees are to be submitted	Addressee for the EMD: 1. By online mode to the NDMC bank account only. 2. By demand draft/ treasury challan/ pay order or Banker Cheque or Deposit Receipt (drawn in favour of Secretary NDMC) shall be scanned and uploaded to the e-Tendering website within the period of bid submission & physically submitted in separate covers with the note on the covers.
13	Submission Type	Delhi Govt. E-procurement Portal https://govtprocurement.delhi.gov.in

Other Important Information Related to Bid:

S. No.	Item	Description
1.	Earnest Money Deposit (EMD)	Rs.80,00,000/- (Rupees Eighty Lakhs Only)
2.	RFP document fee	Rs.25000/- (Rupees Twenty Five Thousand Only)
3.	Bid Validity Period	One hundred and eighty (180) days from the date of opening of Bids.
4.	Last date for furnishing Performance Guarantee to NDMC (By preferred Applicant)	Within Fifteen (15) days of the date of issue of Letter of Acceptance (LOA).
5.	Performance Guarantee value (Performance Guarantee)	5% of Tender Value
6.	Performance Guarantee (PG) validity period	Performance Guarantee (PG) shall be initially valid up to the completion period plus sixty (60) days beyond that.
7.	Last date for signing the Concession Agreement	Fifteen days from the date of issue of Letter of Acceptance.

Chapter 3. INTRODUCTION & BACKGROUND

3.1 Brief History of Water Supply of NDMC Water Supply

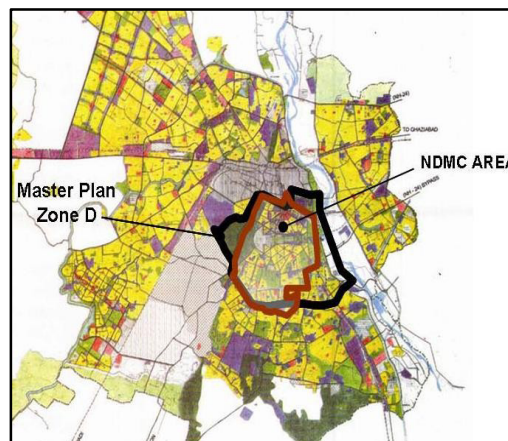
Delhi, the capital city of India is a rapidly growing metropolis. The National Capital Territory of Delhi extends over an area of 1486 Sq.km.

(148,600 hectares). Of this about 525 Sq.km.

are fully developed urban areas. This includes

the area under the New Delhi Municipal Council (NDMC) and the Delhi Cantonment.

The remaining area of 961 sq km in Outer Delhi consists of urban extensions and urbanized rural areas. At the time of preparation of this report, current overall population levels were estimated



by DDA to be about 13.8 Million (1.38 Crores) in 2001. In Delhi, Infrastructure requirements pertaining to power, water supply, wastewater management, and transportation are the responsibility. The state of Delhi is divided into three statutory urban regions - the Delhi Municipal Corporation (DMC), the New Delhi Municipal Council (NDMC) and the Delhi Cantonment Board. New Delhi Municipal Council (NDMC) is the municipal corporation of the city of New Delhi, India, and the area under its administration is referred to as the NDMC area. NDMC, covering an area of 42.74 km², is governed by a council with a chairperson appointed by the central government.

NDMC is not densely populated but there is a floating population. The population of New Delhi Municipal Council had reached 2,57,803 as per census data 2011

3.2 Existing Water Supply sources & Distribution

NDMC is directly responsible for complete water supply and sewerage services in areas under the jurisdiction of NDMC which accounts for 3 % of the total geographical area of Delhi. Present water demand for NDMC is 127.71 MLD (considering NDMC losses in the system). The present water supply to NDMC area is around 116 MLD out of which DJB is supplying about 115 MLD and about 1 MLD is being supplemented through deep tube wells.

3.3 Sources of Water Supply:

- 1) Treated Water Supply Through DJB, Metered Connections:

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NDMC receives its water supply from the Delhi Jal Board (DJB) through 13 nos. of locations through 19 nos. of tapping points. DJB has installed the flow meters to measure the quantum of water supplied to NDMC. NDMC is receiving an average of 120 to 125 MLD of water from DJB.

2) Ground Water Abstraction:

There are 21 numbers working tube wells within NDMC area. The water drawn from the tube wells is pumped into the underground reservoirs and in some cases directly feed to the distribution system.

3) Deep Bore Hand pumps:

In addition to above, some bore hand pumps have also been provided in different parts of NDMC area to meet water requirements in colonies.

4) Private Abstraction of Ground water:

Additionally, various establishments like Hotels, Restaurants and other buildings have drilled a number of tube wells.

5) Free Water Supply

There are 30 Static water tanks for meeting water requirements of Delhi Fire services. Free unmetered water connections exist for such tank.

3.4 Project Area Boundary & Water sources

DJB (Delhi Jal Board) is responsible for supplying drinking water to NDMC for its residents and commercial activities. The quantum of water received from DJB is of order of 120 to 125 MLD. The water is received through DJB Reservoirs at Jhandewalan, Talkatora, Hasanpur and Palam as well as through direct tappings from DJB transmission mains. The different WTP & Main UGR of treated water source to NDMC area are: 1) Jhandewalan UGR, 2) Tarkatora, 3) Hasanpur UGR, is being supplied water from Chandrawal WTP, 4) Palam UGR is being supplied water from Haidarpur WTP, 5) Hans Bhavan direct tapping on pumping main leading from Wazirabad WTP, 6) Nizamudin direct tapping from Sonia Vihar WTP. The total area of the project amounts to 42.74 sq km. The mapping of the project area has shown that there is 470 km of length of feeders and water distribution network. Most of

the pipes in the project area are of cast iron, PSC, DI, MS etc for diameters above 100 mm. For smaller diameters, Galvanised Iron pipes have been used extensively. In terms of house service connections, the existing total approximates water connection in project area are 30500 Nos. The project area comprises of three different administrative zones viz. Zone-1 (Gole Market), Zone-2 (JorBagh) & Zone-3 (Vinaymarg) for civil operations and administration. The map below showing the location of NDMC command area with tentative locations of water sources

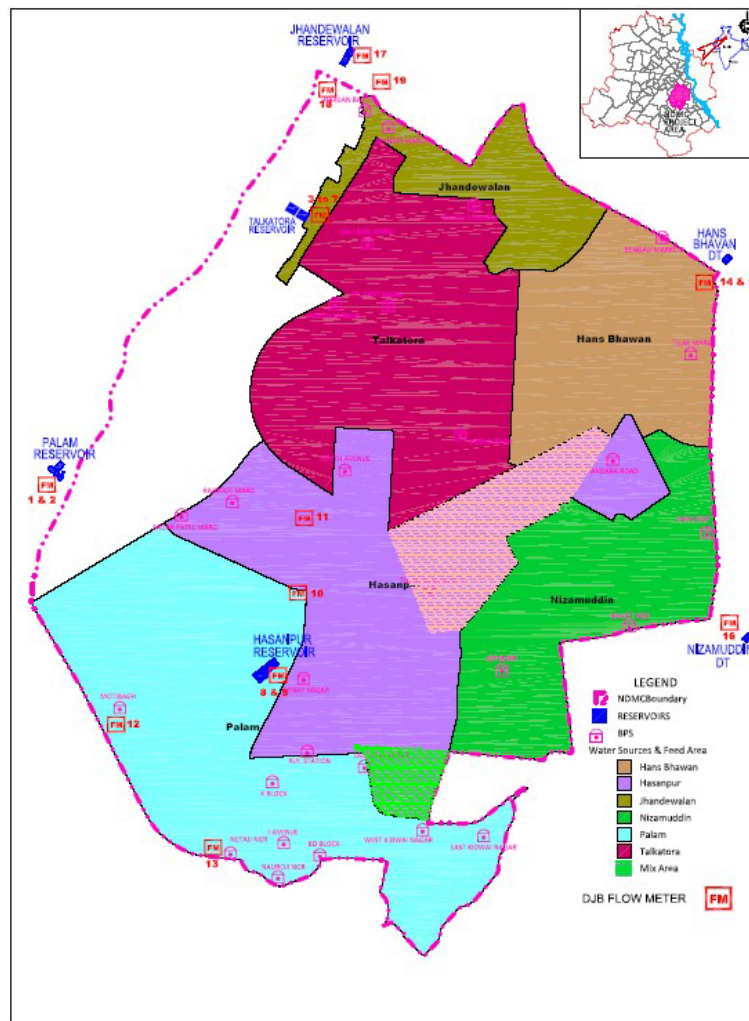


Figure 1: Water Sources

3.5 Project Background & Objective

As part of the on-going process of developing amenities and capacity building of its uninterrupted water supply & distribution system, NDMC intended to undertake study for NRW/ UFW with improvement in level of service to the water consumers and improvement of uninterrupted water supply and appointed the Consultant for baseline study of the project

area. Accordingly, Detailed Project Report for the project area is prepared by NDMC during 2011-12.

The overall objective of the NDMC Water Supply Project is to deliver a continuous, pressurized supply of safe water to the entire population of NDMC Command area while improving infrastructure services to its citizens. In this context, NDMC proposes to convert intermittent water supply system to continuous (24 x 7) water supply system covering a population of about 2.5 lakhs. The improvement work will be executed in phase wise manner. In first phase, Contractor shall be appointed and expected to carry out the baseline study, condition assessment and detailed investigation of the project area, update the GIS maps, design the hydraulic model and submit for NDMC approval. Contractor shall replace all the HSC connections with the consumer water meters, establish the DMA and carryout the pilot project to assess NRW levels within NDMC Command Area and submit the System Improvement Plan for the entire city, Operation and Maintenance of the house service connections and meters along with the control room including the other assets created any for 4 years. After scrutiny of the SIP program NDMC may decide about the further improvement program and construction works to be carried out under Phase-2. This tender bid is invited for the work of first phase only.

NDMC has hydraulic model and DMAs, which shall be shared with the successful bidder to use just as reference, however, bidder shall be total responsible to develop new hydraulic model, DMA and submit the same for NDMC approval.

3.6 About Project

New Delhi Municipal Council intends to carry out the 100% Smart Metering for the entire NDMC Command Area and establish the DMA's for further improvement works convert the existing intermittent supply to continuous (24x7) pressurized water supply system.

The objective of metering is conserving the water resource and improve the service delivery functions to user and make ease in daily operations. In order to achieve this, it is necessary to know how much water is being used and leaked at various stages in the process and hence it is important to measure the flow of the water supply in the distribution network and at service connections, therefore metering becomes must. In NDMC Command area apart from the leakages there is high per capita consumption since long. It is necessary to change the mind

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set while plugging the physical leakages. Therefore, two-pronged strategy may be adopted to conserve the water.

The project intends to implement universal Smart Metering for the water consumption and the application of the water charges based on the effective water consumption by the consumer.

NDMC intends to bringing down the NRW to the desired level of 15% by implementing 100% Smart Metering, regular conducting systematic leakage detection and monitoring repair activity to complete fast and preparing the water audit reports.

The commercial connections as per the definition existing today are found to fetch large revenue. Even though these connections are metered, the poor quality and type of meters and the reading efficiency of the staff indicate an urgent need to go for fixing the new meters for these connections, including changing the connection pipes and ferrules. The project is intended to be implemented in 1 years followed by Operation & Maintenance of the system as per the schedule mentioned below;

3.7 SCOPE OF WORK

Sr. No.	Project Time in Years	Mile Stones	Time period (in months w.e.f. date of signing of agreement)
1	1st Year	(a) Base line study, detail assessment of the water supply system, hydraulic modeling	1 st
		(b) replacement of 100% House Service Connection with the water meters	2 nd to 10 th
		(c) to establish the pilot DMA for successful continuous pressurized water supply system	2 nd to 10 th
		(d) Commissioning of central monitoring system as per NDMC requirements	6 th to 11 th
		(e) Deploy Technical expertise and manpower resources required to assist NDMC for water management in daily operations, Training to NDMC staff	12 th
2	2nd Year to 5th Year	O&M of installed water meters and house service connections including assets created- Central Monitoring system services and others if any (distribution pipeline repairs & maintenance are excluded)	
Note:			
(1) O & M of pilot DMA created and converted for continuous supply shall be the responsibility of NDMC			
(2) The above timeline is tentative, can be squeezed in mutual agreement with the Bidder to speed up the work and finish at the earliest depending on the requirement.			

3.7.1 Technical Specifications – Ultrasonic Water Flow Meters:

Inline battery powered ultrasonic water meter with automated meter reading (AMR/AMI) water flow meters shall be approved as per ISO 4064: 2014 standard or OIML R49 Regulations and MID Certified for Q3/Q1 ratio of minimum 315. The meters shall be of protection class IP 68 for which the manufacture shall provide a self- declaration of conformity assessment.

The meter manufacturer should submit compliance to the salient features of the meter, specifically:

- Ultrasonic Transit Time Technology

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- Sensors should be of high stability and accurate measurement and should not be mounted directly in the path of flow of water
- Solid State, no moving part
- In-line flow meter, with no separate measurement chamber
- At least two paths for flow measurement, three paths are preferable
- No air Measurement
- Accuracy as per Class 2 or better
- Low head loss of 0.16 bar at Q3 as per ISO 4064/OIML R49
- Maximum admissible pressure of 16 bar
- Suitable for Temperature Class T70
- Visual Liquid Crystal Display for volume and flow rate
- Very low starting flow; the bidder shall submit the flow chart for all sizes 15mm to 250mm in his offer
- Guaranteed battery life of 10 years post installation

All other constructional, material and test requirements shall comply with requirements indicated in ISO 4064: 2005 standard and specifically as laid down below:

The meter body shall be made of anti-corrosive metallic body (Brass/Bronze) for sizes 15mm to 40mm and shall be have threaded end-connections. The meter body shall be Cast Iron / Ductile for sizes 50mm to 250mm and shall have flanged end connections as per PN10/PN16.

All parts of the flow meter in contact with the water flowing through it shall be manufactured from materials that are non-toxic, non-contaminating and biologically inert. The choice of material selected shall be resistant to internal or external corrosion or protected by suitable surface treatment such as epoxy/polyester coating.

The sensors should not be mounted directly in the path of flow of water and hence, the meter should not be equipped with a strainer so as to ensure a head loss of max. 0.16 bar at Q3.

The direction of flow shall be clearly marked on the outer surface of meter body in raised letters for ease of correct installation.

The display shall be LCD type and shall be protected against scratching and breakage by a transparent lens made from molded heat-treated 6mm glass or engineering plastic of suitable material and factory sealed to avoid ingress of dust and moisture. The display shall be protected with a plastic lid which shall be snap-fit type.

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The electronic register shall as a minimum display:

1. Volume in m³
2. Flow rate in m³/hr.
3. Direction of flow
4. Low battery indication
5. Alerts / Alarms

The marking on the meter dial plate shall be in conformance to relevant standard and shall be pre-approved by NDMC after award of order.

The meters should be either inbuilt or directly connected to a RF Communication Module for Automated meter reading facility. The RF transmission frequency shall be in the unlicensed band as approved by WPC, DoT, GoI. The manufacturer should provide an undertaking to this effect on their company letterhead along with an approval test certificate issued by the WPC, DoT, GoI.

It should be possible to read these AMR Meters (equipped for RF transmission facility) using a handheld unit (HHU) reading device and being able to upload the meter read data to a suitable Meter Data Management (MDM) Software for further analysis and export to billing system. The MDM Software shall be hosted on a cloud server either by the meter manufacturer or the bidder for the complete duration of the contract and a web access should be provided to NDMC.

The upload of meter read data from the HHU to the MDM Software should be through GSM/GPRS Network or internet or suitable secure means.

As a minimum, the HHU should be rugged Tablet and should comply with or exceed the following specification requirement:

1. Powered through a 1.6GHz processor with 2GB RAM
2. Data storage on 64 GB hard disk drive
3. Microsoft Windows 7 OS or above/Linux/Android/Mac
4. Wide-screen TFT LCD display, readable under sun-light
5. On screen QWERTY keyboard
6. Battery pack supporting min. 5 hours of operation
7. Communication Options: USB Ports (including to RF transceiver for AMR) and LAN
8. GPS enabled

9. IP65, with operating temperature range up to 70 deg. C

As a minimum, the hosted MDM Software should offer the following functionalities:

1. Facilitate exchange of data between the MDM and HHU and MDM and billing software in open file formats
2. Support statistical analysis of meter data and consumption patterns
3. Allow viewing / generation / printing / export of various reports related to meter data, consumption pattern, consumer dashboard in tabular, charts, pdf and csv formats
4. Integral GIS system to allow ease of viewing meter installations, alarm/alerts, etc.
5. Storage of data in Microsoft SQL database
6. Option of web portal interface with NDMC, if required at a later stage

3.8 Water Meter- Automated Reading along with the system.

1. The completion period for supply, installation, and commissioning work is 12 months for the implementation and 4 years for Operation & Maintenance from the date of the issue of the work order for the contract.
2. The Bidder will have to ensure the supply & installation of all equipment as per the tender. Penalties will be levied for delay as per 5.5.12.
3. The Bidder shall be responsible to arrange the inspection at Manufacturer's Premises for a minimum number of two officers for inspection call at the Bidder's cost at the arrival of the first lot of meters at the project site, not later than 60 days from the starting date of the contract, a randomly selected sample of the meters shall be sent for testing at FCRI. The same procedure will be carried out at the arrival of the second lot of meters (if any) not later than 75 days from the starting date. During the supply of meters, samples from each lot may be obtained by random sampling basis from each lot. Number of samples depends on the size of the lot under supply. The lot size and corresponding sample size, and criteria of acceptance are mentioned below. The criterion for acceptance is based on the following table which is mentioned in IS 779: 1994. Second sample will be necessary only when the number of meters failed in first sample falls in between acceptance and rejection number.

4. Size of Lot T	Size of First Sample	Acceptance Number	Rejection Number	Size of Second Sample	Size of Cumulative Sample	Cumulative Acceptance Number
1-50	5	0	1	-	-	-
51-150	13	0	2	13	26	1
151-280	20	0	3	20	40	3
281-500	32	1	4	32	64	4
501-1200	50	2	5	50	100	6
1201-3200	80	3	7	80	160	8
3201-10000	125	5	9	125	250	12

monstration of the remote/automated water meter reading shall be carried out for a cluster of 20 meters. The bidder will have to bear the cost of demonstration including cost of meters and their fixing at site. In case the demonstration at the given demo area is unsatisfactory to the Project Management Consultant / Engineer-In-Charge, the whole procedure will become null and void, and the Project Management Consultant / Engineer-In-Charge will have the power to terminate the contract. In such case, the Bidder shall bear the cost for uninstalling the meters and re-establish the same conditions at site. The demonstration will include the following:

- a) On handing over the identified demo area, the bidder will fix the water meter (inclusive of all accessories).
 - b) Remote/automated reading of individual and groups of water meters through DCU or connector or IOT Platform or any other fixed network
 - c) The data transmission from the meter to the central control data center using appropriate technology interface.
5. Integration of meter reading data with existing system of Software for printing & e-publishing (SMS/Email) of the bills to the users.
 6. The data communication frequency used should be operating on free frequency band, and the water meter manufacturer has to produce the valid copy of license issued by Govt. of India / Dept. of Telecom (DOT), stating that the said operating frequency lies in the free band and has the permission to use the same. Any other technology like GPRS or fixed network or consideration of any can also be used by the contractor to bring data at central location.
 7. It will be mandatory for the successful bidder to provide the demonstration of his Remote/Automated water meter reading and the proposed scheme for bill preparation to the NDMC staff & Engineer-in-charge as and when required at his cost, before the installation of the meters starts.

8. The automated meter reading (AMR/AMI) scheme shall be formulated keeping in view that the water meter readings to be obtained by suitable communication technology, which shall be appropriate for the make & size of the water meters & its software, shall have an output format compatible with the System of NDMC.
9. Installation of the water meters means replacing the House connections (MDPE/any pipes) from distribution pipe/ferrule up to the water meter for all consumers along with plugging of existing drills on pipelines with suitable measure and fixing of new water meter, valve, pipe and ferrule inside the meter box to the satisfaction of Engineer in Charge.
10. Updating of existing GIS map and use it for all planning purposes along and the detailed investigations carried out the details indicated in the relevant Item's in Technical Specification, and which shall be kept updated throughout the 4 years of Operation & Maintenance.
11. The Contractor shall issue laminated photo identity cards under the joint signatures of Executive Engineer of the zone & Authorized representative of the Contractor to its personnel responsible for carrying out the meter installation and maintenance. While on work, the Identity cards will be displayed by the employees of the Contractor. The Contractor's employees will be courteous in their interaction with the consumer. It will be binding on the Contractor to discontinue the services of any of its employee with immediate effect on receipt of complaint (verbal or in writing) on verification by the engineer in charge.
12. Existing consumer meter, possibly found at work sites, shall be removed by dismantling existing threaded / flanged specials without damaging the specials. If the meter belongs to the consumer then the meter and all fittings shall be returned to the consumer. If the meter is marked as NDMC in consumer data provided by NDMC then meter and all fittings shall be deposited in NDMC's department.
13. The contractor shall submit a weekly progress report on water meters supplied & installed to the Executive Engineer & Superintending Engineer. The progress report will include details of the consumer connection where the water meter is installed and the date of installation. Non- submission of weekly report shall invite penalty of INR 1000/- maximum up to INR 50000/-. Format of the weekly progress will be designed by the bidder in consultation with NDMC.
14. All the rights to use of software and database provided by the Bidder shall remain with NDMC, the software license should be in favour of NDMC.

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15. NDMC and the bidder will persuade the consumers for Changing the house connection & installation of new AMR/AMI meters. In case of denied access to the installation site, a 3-day notice will be served to the consumer.
16. The work of installation of meters will be supervised by the Engineer-In-Charge & its designated staff. All site disputes in respect of installation of meters will be sorted out from time to time by the Executive Engineer of the zone or his appointed representative.
17. The bidder shall install the water meters as per standard and good engineering practices. Bidder shall also educate the consumers' through pamphlets (Do's & Don'ts) to avoid damage to the installed water meters.
18. Working time: installation of meters will be carried out between 8 AM to 6 PM on all the 7 days of week as per the convenience of the consumers.
19. The bidder shall not at any time do, cause or permit such activity on the site or do anything, which shall cause unnecessary disturbance or inconvenience to the consumer, tenants or occupants of other properties and to the public in general.
20. If not already established, the Bidder shall be required to establish its sales/service center in New Delhi immediately after the award of the work. If not already comprised in his service center, a Lab Test Bench shall be established in New Delhi within 2 months from the starting date of the contract as per FCRI or some other relevant guidelines approved by NDMC. The Bidder shall set up a test bench to carry out minor repairs and to conduct accuracy test. Water Meter Test Bench is to be designed for measuring the accuracy and pressure losses of water meters of Dia. 15 mm and above **up to 100 mm** in the premises of the Bidder's sales/service center. The service center will continue to be maintained throughout the term of the Contract including maintenance period and it shall be equipped to carry out the required functions for installation, maintenance including calibrations and tests for ascertaining the accuracy of the meters, replacement/repair and stocking of spares, and any other obligations prescribed by the Contract. Proper record will be maintained for the meters tested / repaired in the service center workshop. All the receipt of supply & subsequent issue of meters shall be under the supervision of the Engineer-In-Charge.
21. The bidder shall ensure adequate arrangements/availability of water for construction & drinking purposes before start of work. In case water is provided from NDMC distribution network, it will be a metered connection under commercial category for

- drinking purposes only. Necessary piping work shall be done by the bidder at its own cost.
22. The bidder shall provide guarantee against all manufacturing defects for the supplied and installed meters/ equipment/sensors as mentioned in technical specifications. The guarantee period shall be reckoned from the date of issue of the certificate stating the successful commissioning of project.
 23. The bidder shall be responsible for maintain and repair the system during the guarantee period as mentioned in technical specifications. The maintenance shall include costs of all material required for repairs or replacement of meter with all labor required for removing of defective meter and fixing of tested meter and regular maintenance of all meters fixed, annual cleaning of meters' strainers/body/parts/circuit/equipment/sensors, cleaning of dial to keep reading easily readable, attending leakages from joints on either side of meter, etc. as applicable. During the Guarantee period if any meter becomes defective or not found as per specification, the same shall be repaired/replaced free of cost by the Bidder within 2 days, else penalty will be levied as the rate of domestic (up to diameter 40mm) – Rs. 100 per day & bulk (diameter above 40 mm) – Rs. 500 per day up to the installation of repaired/replaced meters.
 24. If the meter is found stolen, the same will not be covered under guarantee of the Bidder. Consumer is responsible for protection of the meter installed and its accessories against theft or any losses within their premises. It is the responsibility of the consumer to replace the meter under the above-mentioned conditions from the vendors mentioned by NDMC.
 25. Complaints regarding abnormal readings will also be treated as defective meters unless proved otherwise by conducting field test within consumer premises. The meter shall be tested on complaint & if found defective showing incorrect reading shall be treated as defective meter. The Bidder has to arrange for the replacement of such water meters with duly tested meters.
 26. The bidder shall keep sufficient stock of all consumable spares and tested meters during guarantee period and will maintain adequate infrastructure in the store in and around NDMC area for repairs of water meters supplied under the contract. The Bidder shall be equipped with all the tools, spares and personnel for carrying out the repairs & replacement. The work force engaged by the Bidder for the installation / inspection at site shall wear uniform displaying Bidder's logo & ID card for each

- person. The Bidder, within two months from starting date of contract, shall set up its establishments in New Delhi in concurrence with NDMC for efficient maintenance of supplied meters.
27. The defective meter will be removed and new tested meter would be installed immediately within 2 days after intimation by NDMC failing which a penalty of INR 100/- and INR 500/ for domestic (up to diameter 40mm) and commercial (diameter above 40 mm) respectively per meter per day of delay shall be levied and recovered from the contractor maximum up to INR 50000/-.
 28. If quantity of defective meters for each diameter supplied by the Bidder exceeds 5% of the total quantity supplied at any point of time, the defective meters shall be replaced at site and not repaired.
 29. The bidder shall keep tow percent (2%) a sufficient buffer stock of new meters for the purpose of replacement of out of order / damaged meters. In case the quantity of defective meters requiring replacement is in excess of 5% of the supplied quantity in a month period, then the 5% value of the cost of the defective water meter will be forfeited from the security deposited.
 30. If in case the meter is damaged beyond repairs the Bidder shall first record meter reading with NDMC before replacing the meter so that customer will not affected.
 31. The contractor shall appoint a full-fledged team of skilled technicians, tools & mobile van to attend and resolve the customer complaints of urgent nature viz. leakage from the body of meter & fittings, blockage of strainer of the meter as well water meter running fast or faulty reading of water meter, within 24 hours irrespective of any holiday. The Bidder will provide a help line number for contact and registration of complaints from the consumers. GPS mapping of installed meters on GIS map will also be in the scope of bidder for route management and other requirement during maintenance period.
 32. The contractor will be responsible for taking readings of water meters when required, uploading the reading data in the Computer at the Central Control Room for further processing and analysis for the fulfillment of needs and as specified by NDMC. The bidder shall collect the data from AMR/AMI water meters. The remote Server. in which the data will be stored shall have the requisite software to read the data received at central location. The remote Server shall also have the requisite software to cover these main functions:
 - a. Database of the consumers in each Water supply zone

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- b. Database for the information on the O&M carried out in each Water supply zone
 - c. Compile the data per Water supply zone and bring all the data concerning that Water supply zone together at the same time
33. The contractor shall arrange for the space and utilities for establishment of this lab. The verifications of accuracy of the meters will be done in NDMC area only.
 34. The test setup shall be designed for testing of Accuracy (Q_{min} , Q_t , Q_n & Q_{max}), Pressure loss & Pressure tightness of water meter.
 35. The test setups shall be for accuracy testing of 15, 20, 25, 40 & 50 mm sizes of water meters.
 36. The test setup shall be designed as per the conditions mentioned in the tender.
 37. The Contractor shall comprehensively maintain all the test setups & all the equipment's of meter test setup of 15, 20, 25, 40 & 50 mm sizes for the period of (1+04 years).
 38. Also, the bidder shall obtain calibration certificates as per requirement for all the instruments of all test setups during the warranty period (said 10 years), from the FCRI laboratory only. The contractor shall establish the meter testing laboratory as per FCRI guideline.
 39. Each water meter test setup shall be capable to test the following tests: -
 - a. Accuracy of the water meter at four flows rates i.e. Minimum flow (Q_{min}), Transitional flow (Q_t), Nominal flow (Q_n) and Maximum flow (Q_{max}).
 - b. Pressure loss testing.
 - c. Hydrostatic pressure test.
 40. Each water meter test setup shall be installed & commissioned after obtaining site clearance from NDMC and approval of the line diagram / flow chart of the test setup. This line diagram / flow chart will contain the detailed floor plan with dimensions, positioning of various valves, equipment's, measuring apparatus, instruments & flow control systems, central control panel, pipe work and software etc. NDMC reserves the right to inspect the test setup at manufacturer's works for evaluation purpose, before opening of price bid. The decision for such evaluation will be final & binding on the bidder.
 41. The bidder shall submit the following listed documents for each size of test setup i.
 - e. for 15mm, 20mm, 25mm, 40mm & 50mm, 80mm, 100mm along with the bid.

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- a. The size wise capacity of test setup i.e. number of meters installed for accuracy testing at one time.
- b. Line diagram / floor plan with positioning of pump, motor, meter under test, pipe work, test bed, apparatus / instruments & valves etc, for each size test setup. Electrical points, water inlet & outlet, etc.
- c. The space required for total installation & commissioning of each test setup.
- d. List of equipment's / measurement apparatus / instruments, etc. used in the test setup with its capacity, such as:
 - Electrical pump & motor
 - Central control panel
 - Water Storage & collection tank.
 - Air compressor,
 - Pipe Work.
 - Pressure gauge.
 - Reference devices, etc.

3.9 House Service Connection

Replacement of all existing house service connection with MDPE pipes only.

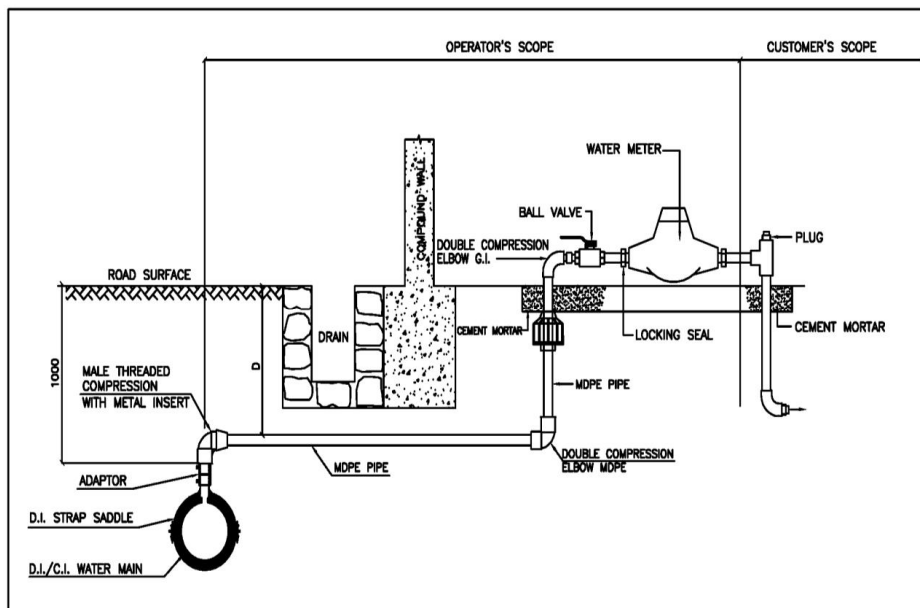
1. The scope includes replacement of total number of 25,000 Connections in selected or more operational zones. The actual number of connections may vary which may include many unauthorized ones. All existing service connections shall be replaced with the new connections.
2. NDMC will provide information about the existing authorized consumers. Contractor will use this information for verification of the same during HSC & meter replacement activity and also for identifying unauthorized service connections in existence during the Consumer Connection surveys. The results of such verification of authorized connections and identified unauthorized connections will be submitted to the Engineer-in-charge and NDMC for further needful action.
3. Existing authorized Connections: Contractor will replace the existing service pipe lines from distribution main pipe lines to the consumer premises with new saddles, ferrule, stop cock, MDPE pipe, GI pipe above ground etc. as per detailed specifications for the authorized consumers from the newly laid or existing distribution pipe lines under a DMA for a specified area. The work shall include excavation and cutting of

road surface as required, making connection with distribution line under pressure, installation of service pipe and accessories including water meter and refilling the ground and bringing the road surface to original condition. A water meter with a meter box will be provided at the end of the consumer service pipe line securely inside premises of the Consumer as per detailed specifications.

4. Contractor will provide new service pipe lines from distribution lines to the consumer premises with new saddles, ferrule, MDPE pipe, stop cock etc. as per detailed specifications for the unauthorized consumers from the newly laid or existing distribution pipe lines under a DMA of specified area on receiving approval from NDMC. A water meter with a meter box will be provided at the end of the consumer service pipe line securely inside the premises of the consumer as per detailed specifications. The work shall include excavation and cutting of road surface as required, making connection with distribution line under pressure, installation of service pipe and accessories including water meter and refilling the ground and bringing the road surface to original condition. Contractor will also be responsible for providing new consumer service connections from time to time on receiving approval from NDMC for the same. This will be an ongoing work during the entire contract period. The work of new service connections will be done as per detailed specifications within 3 days of receipt of approval from NDMC.
5. Services to the Urban Poor: In the case of urban poor areas in the Service Area, the Contractor, in accordance to the approved connections policy, shall undertake provision of individual. Such water connections shall also be provided with same specifications and procedures as mentioned above for regular consumer connections. However, the water meter and meter box shall be installed at a safe place as agreed with the Consumer and approved by NDMC.
6. Public Stand Posts: All public stand post shall be removed after providing individual connection or if NDMC instruct to install public stand post. All permitted public stand posts as per list to be provided by NDMC shall be rehabilitated and constructed with sturdy plumbing and good quality with seal and shall be provided with a Consumer meter for the purpose of accounting the consumption from the respective tap. The location and operation arrangement of each stand post will be determined in coordination with the future tap users. The Contractor is required to participate in the coordination process.

7. Bulk Water Supply Connections: In the case of bulk water supply connections of sizes equivalent or higher than 50mm dia. to bulk consumers such as apartments, housing societies or private layouts within the Service Area, the Contractor shall install a suitably sized, accurate consumption meter.
8. **Illegal Connections: The Contractor, based on the findings from the Consumer Connection survey, and in accordance to the approved connections policy, shall identify the illegal or un-authorized connections and inform NDMC for regularization / disconnections of the connections. On approval and after payment of prescribed charges by the Consumer, the Contractor shall then rehabilitate the connection with good plumbing material and a Consumer meter. Final decision on regularization or disconnection of such Consumers shall solely be the responsibility of NDMC and Contractor shall be more particular in bringing to the notice of NDMC such connections.**

The typical HSC diagrams are shown below;



9. While replacing old service connection, contractor shall check the condition of the distribution network pipe, note the details as per the approved format and report the Engineer in Charge. Engineer in Charge shall decide if replacement or maintenance service of the distribution pipe are required or not. Accordingly, contractor shall follow and continue the work.

3.10 Consumer Awareness program

1. The Contractor shall undertake at his own cost, all measures which shall promote the benefits of project and create public awareness about 24x 7 water supplies. Contractor shall also appoint a Public Relation team for such program. Contractor shall ensure cordial communication between Contractor, NDMC, public representatives, NGOs, consumer forum, Media, other Government Authorities etc.
2. The public campaign for the project & water conservation while conversing DMA's in to Continuous Pressurized Water Supply shall be responsibility of Contractor.
3. The Contractor shall conduct internal water audit or leak test for consumers those having history of high consumption. Contractor shall maintain the list of such consumers and identify them. Contractor shall identify all visible leakages while closing all known taps during supply hrs for period of 1 or 2 hrs. at consumer premises. Contractors shall submit report to Engineer after certification of same from consumer. Consumer shall be solely responsible for rectification of leakages within the premises of customer beyond consumer meter.
4. Contractor shall provide the checklist of probable leak points to consumers of DMA as part of Awareness program.
5. Digging within the consumer premises shall be completed in a day time. Contractor shall provide advance notice & time table for his work within the premises / colony / societies
6. Residents Welfare Association (RWA) / notified societies shall be informed about time table for digging & restoration work within the colony. The failure of Contractor to maintain the time table will attract penalty as decided by the Engineer. The penalty shall not exceed Rs. 5000 per day each colony/Society upto maximum Rs. 50000/-.

3.11 Assessment of NRW & Establishment of Pilot DMA

NDMC has hydraulic model, which may be shared with the successful bidder to use just as reference, however, bidder shall be total responsible to develop new hydraulic model, DMA and submit the same for NDMC approval. **Pilot DMA shall be selected up to two (2) square kilometer area having 1500 to 2000 house service connections. Contractor must install PRV as per the Hydraulic design requirements before starting the pilot DMA work.**

3.11.1 Assessment of Distribution System on DMA basis

1. The distribution network assessment and updating shall be based on DMA's selected under NDMC area. During this phase of the work the Contractor shall collect the data etc. and study the water transmission and distribution network within the Service Area
2. The Contractor shall review previous studies and reports; interview the existing key staff in the Service Area; line staff, other consultants, companies, and Contractors currently working on the distribution system in order to prepare a baseline report describing the water transmission and distribution system including water sources, boundary limits, storage, and supply zones; and their condition to include pipe materials, dimensions, age, and condition; extent of Consumer water connections, meters and their operating condition; current estimates of illegal connections.
3. Contractor shall review the Detailed Project Report for NDMC project area and shall immediately start working on assessment of NRW levels in distribution network based on DMA's. It is assumed that the available information and drawings in DPR are indicative and Contractor shall validate such information on pipeline location, length, diameters and materials on his own during baseline study. Contractor shall submit the condition Assessment Report of such network information.
4. The Contractor shall review the present network management practice and develop an improved robust network management practice for improving the services.

3.11.2 Distribution Network Improvement for pilot DMA

The Distribution Network Improvement shall be executed based on pilot DMA selected under operational zones / BPS command area. The Contractor shall provide the expert technical services to NDMC to finalize the boundaries of DMA while assessing the operational feasibility and proceed to isolate the same without affecting the adjoining areas for water supply. Contractor shall be responsible to all technical and manpower services to successfully establish the DMA as a pilot. After successful establishment of pilot DMA, improvement works will be identified and implemented by Contractor under supervision of NDMC. The Contractor/ NDMC shall, set up hydraulically isolated District Metered Area (DMA) within the Service Area/ operational zone of BPS/UGR as directed by Engineer in charge. The Contractor shall provide the manpower services for design water supply distribution network to ensure equitable, continuous, pressurized water supply to the Consumers by using the

hydraulic model and simulating both present (2017) and future (Year 2050) conditions. DMA preferably have one inflow point and be isolated by installing valves / end plugs. DMA at entry point will be provided with a bulk flow meter. DMA will have at least five Critical Measurement Points (CMPs) for continuous logging of pressure, and the CMPs shall be such that they should be at the highest and farthest points from the command BPS. Monthly meter readings will be taken and to access the NRW.

3.12 Establishment of pilot DMA's in the project area

1. The Contractor shall prepare the designs submit to the Employer and rehabilitate and build the distribution network for the pilot DMA's in NDMC project area. Contractor shall immediately prepare the procurement plan for pilot DMA using the items specified in the BOQ and scope of work (sensors, meters, equipment to be installed during the test) and clearly mention for the other major items like pipes, valves required from NDMC if any and inform NDMC and after the prior approval by the Engineer-in-Charge start execution of the construction works. All constructions items / works required shall be provided by Contractor at his cost however, Contractor shall also be responsible to provide all technical and expert services. This activity will be simultaneous with HSC connection activity and shall be completed within 90 days as decided by NDMC.
2. After successful establishment and implementation of all construction work and conversion of intermittent supply to continuous pressurized water supply in the pilot area, Contractor will maintain DMA for six months. NDMC will be responsible for O & M of the pilot DMA area after six months.

3.12.2 The scope of work for DMA establishment includes (but is not limited to):

1. Detailed site investigations, updating of distribution network drawings, complete with all trial holes that might be required to verify pipe connections (and the consequent re-instatement of road, sidewalk or any other surface);
2. Hydraulic modeling as basis for optimum DMA design and determination of feeder main diameter. The Contractor shall use either Water Gems or any equivalent software that has the same functionality or better.
3. Verification and finalization of suggested DMA boundaries; locating of existing boundary valves, functioning and tightness checks of existing boundary valves,

- identification of location for additional boundary valves to be installed, identification of locations where the pipes will be disconnected and capped.
4. selection of location for DMA inflow chamber;
 5. identification of customer service connections that have to be re-located from a trunk or distribution main outside the DMA (or in a neighboring DMA) to a distribution main inside the DMA.
 6. site survey for DMA inflow point, flow measurement and location of underground assets
 7. detailed design services include:
 - a. all pipelines that have to be laid
 - b. location and installation details of new boundaries valves
 - c. DMA inflow point arrangement design, pressure reducing valve chamber complete with all pipe work and structural design; inflow meter and PRV specifications; location and design of above ground instrumentation box
 - d. standard design and map with location of all customer connections to be relocated
 - e. all other civil, mechanical, installation or plumbing works that might be required
 - f. construction of PRV chamber, underground installation of electromagnetic flow meter, construction of above ground instrumentation box; including supply of all required pipes, materials, fittings and equipment, as per the specifications
 8. construction of the critical point above ground instrumentation box; including supply of all required materials, fittings and equipment, as per the specifications
 9. execution of all other civil, mechanical, installation or plumbing works, including supply of all required pipes, materials, fittings and equipment required for DMA establishment, as per the specifications;
 10. for all works carried out: reinstatement of road and sidewalk surface
 11. supply and installation of multiple channel data logger (two pressures and one flow channel) at the inflow point, setting up of data transfer to a central SCADA server/ server of NDMC (MS, GPRS or similar data transfer); supply and installation of respective software
 12. supply and installation of single channel data logger at the critical point (point with lowest pressure in the DMA), setting up of data transfer to a central server (SMS, GPRS or similar data transfer) with web enabled /cloud server facility along with application software.

13. execution of zero-pressure-test and execution of all subsequent investigations and works should the first zero pressure- test have failed until the test is successfully performed.
14. preparation of as-built drawings for all works executed.
15. In preparation of Sections of pilot DMA Works, the Contractor shall undertake a Consumer Water Connection survey in the concerned DMA. The parameters to be surveyed will at least include: type of Consumer (residential, commercial, governmental, etc.), geo-location, type of structure or dwelling, type of existing water connection. The Consumer Water Connection survey will determine the present status of water supply to each Consumer, whether they have an authorized water connection, illegal water connection or no water connection. The data so collected shall be shared / submitted to NDMC. The structure of data base and details of the Consumer Connection survey shall be finalized in consultation with the Engineer-in-charge. NDMC shall provide the consumer connections list with unique ID of existing billing database for consumers of selected DMA.
16. For pilot DMA, the Contractor shall apply hydraulic modelling as basis for verifying the optimum DMA design and determination of feeder main diameter. Flow velocities should be less than or equal to 1.5 m/s. Pressures shall not be less than 0.8 bar and should not exceed 2bar. The Contractor can use the hydraulic model used by the Employer or may use either Water Gems or any other software that has the same functionality or better. The data pertaining to reservoirs, pipes, valves and demand locations shall be included in the model. DMA specific hydraulic models shall be integrated into one Overall Hydraulic Network Model covering the entire Service Area to be covered Phase-II scope of services later.
17. A sufficient number of valves for future operation shall be provided for pilot DMA, in such a way to enable 4 or 5 steps for Step Test to be executed in leak detection campaigns.
18. The complete detailed design of the pilot DMA thus verified shall be submitted to the Engineer-in- charge for approval.
19. The Contractor shall construct the 5 pressure monitoring stations including protection encasement and data logger facility.
20. Monitoring stations and meters shall be installed at safe locations onto the sidewalk where possible. Optionally provision for GPRS/GSM automatic reading can be made. The Contractor shall supply and install a multiple channel data logger (three pressure

and one flow channel), setting up of data transfer to a central server (SMS, GPRS or other remote data transfer); supply and installation of respective software.

21. After the finalization of the construction, the pilot DMA will be commissioned according to the requirements set out for Testing and commissioning of the successful pilot.

3.13 System Improvement Plan (SIPs) requirements

1. Based on the experience & learnings of pilot DMA, Contractor shall prepare the System Improvement Plan for other project area of NDMC command area for further implementation of construction work. NDMC will take decision on SIP implementation under Phase-II program.
2. After implementation SIP plan for pilot DMA and upon successful commissioning of pilot DMA for continuous water supply NDMC will be responsible for further Operation and Maintenance of pilot DMA.

3.14 Central Monitoring System Pilot DMA.

1. The scope of services includes is to measure, record and real time monitoring for the parameters like flow, level, pressure, pH, turbidity, conductivity, residual chlorine of Water distribution network at specific locations like distribution trunk mains, pilot DMA, Inlet and outlets points of BPS/UGR etc. for which necessary input & output signals, sensors, PLC's / RTU's and transmitters etc. Shall be provided along with wireless Telemetry system / GPRS system to communicate the data/ information with Central Monitoring System. The communications media shall be either RF/LORA/Zigbee or GPRS / GSM or hybrid of both can be used depending upon actual line of sight for data communication. The proposed Monitoring system shall have real time data retrieving, monitoring, recording and web enabled facility for displaying the information through application software besides of Central data Server.
2. Brief Description of proposed system & sub-works;
 - (i) Instrumentation for parameters like Pressure, energy, Flow, Level, pH, Turbidity, Conductivity, Residual Chlorine @ BPS.
 - (ii) Installation of large LED display screen for monitoring the system.

- (iii) GPRS /GSM Data loggers at key locations or remote locations specified by NDMC which will communicate with Central Monitoring Station / Master Control station through GPRS.
 - (iv) Report Generation and Alert Notifications.
3. The scope of the works includes design, manufacture, testing at works (FAT), supply at site, storage at site, installation, erection & commissioning of RF/GPRS/Wired network and integrating with existing systems, providing, field testing (SAT) and development of integrated Monitoring system consisting of cloud server facility, PLCs/ RTUs at various locations with HMIs, flow meters, pressure transmitters, chlorine analyzers, data loggers etc. within NDMC water supply distribution network.
 4. The locations covered under the scope of proposed system for Integration and monitoring at Central Server locations are as following: -

At DJB Bulk Supply points / feeder mains:

- Interfacing with existing flow meters of NDMC at Tapping points of bulk supply
- At storage reservoirs/ BPS:
 - Flow, pressure, level, pH, turbidity, conductivity, residual chlorine
 - Water level.
- At pilot DMA (Tentative 1 Nos.):
 - Flow at the inlet point(s) (i.e. IMPORT) of DMA;
 - Flow at the Outlet point(s) (I.e. EXPORT) of DMA;
 - Flow meters within DMA / sub-DMA
 - Pressure at 5 Critical Measuring Points in DMA.

At Central Server Monitoring System (space provided by NDMC)

5. All existing and new instrumentation like flow meter, pressure sensor, residual chlorine, etc. (installed at various UGR / BPS locations) shall be integrated and interfaced should be compatible to proposed SCADA system/ existing Server. These instruments can be monitored/operated from the central control room or from local control panel.

PLC / RTU System:

6. PLC / RTU shall comprise of necessary processors, input/output (I/O) modules, communication interface modules and man-machine interface (MMI) or HMI required to perform the desired functions with adequate PLC handling capacity is need to be envisaged by Contractor considering the need to support Communication ports like serial RS 485, RS 232, Ethernet port and GSM cards and Ethernet connectivity, must be able to reprogram the external device connected to it and also support future add-ons cards, the memory (USB) and speed requirement.

PLC should be capable of the following

- Integrated Colour Graphic display with Touch/viewer screen and all specified memory units Built- in.
- Accurate recording of all events
- Effective alarm management for the personnel concerned
- Complete remote surveillance.

The data generated at the PLC / RTU shall be transmitted on continuous basis to the Master PLC / RTU. The data from the PLC shall be transmitted over wireless network using Radio telemetry / GPRS.

Every PLC / RTU at BPS/UGR / GSR to be connected via an intelligent switch to wireless telemetry

(reputed make) to be connected to the communication Modem.

The wireless communication shall enable seamless data transfer from each PLC / RTU to a centralized reception at the Central Control Room, wherein the data are stored in a suitable high- density storage data server.

The communication technology services require a service provider who shall set up and maintain necessary transmission devices. The transmission set up at each station shall include necessary equipment like firewall, routers, etc. for network security. The data transmission over the entire wireless network shall be secured and same shall be envisaged by setting up required equipment at each transmission/reception points. The communication network requires statutory requirements like statutory licensing, royalty charges, structural design, lightening arrestor, aviation lamp etc complete in all respect. shall be considered. The

communication network or technology should be proven & sufficient enough to handle the required traffic including water consumer data / readings.

End User Interface:

7. There shall be three levels of End user Interface

The Contractor has to integrate the complete system with NDMC website/App and command and control center.

(i) Central Monitoring System

The Central Monitoring System shall have the following main components

1. Screens to display the layout schematic of the system as per actual configuration on the field
2. Online and historical trends plotted with respect to benchmark graphs. The benchmarks are to be arrived at using practical data over a reasonable period of time
3. Settings screen for important parameters like timing, pressure and flow, residual chlorine
4. User login and authentication screens
5. Dashboards of important KPIs as specified by the Engineer-in-charge in Charge
6. Bar graphs as per Engineer-in-charge to be plotted against Benchmark levels

(ii) Cloud based web Pages

1. Important Data to be uploaded to the cloud using state of the art protocols like IOT drivers etc. and viewed using Http protocol. Any software/hardware/drivers required for the same shall be provided by Contractor
2. This shall be only in view mode and no changes shall be possible in this method
3. It should be possible to add a link to these webpages on the NDMC website. The link to be added by the customer using the services of the service provider/agency maintaining the website of NDMC

(iii) The Contractor has to integrate the complete system with NDMC App and command and control center.

3.14.1 Operation & Maintenance Services

Contractor shall be responsible for the operation and maintenance of the consumer water meters system and instrumentation commissioned under this Project and shall comply to the O&M services obligations specified under this document. However, followings are the minimum obligations covered under the scope of operation and maintenance.

1. Maintaining the minimum personnel and man power required for the maintenance of the water meters and instrumentations for central monitoring system as per the requirement of NDMC.
2. Compliance with the obligations under the contract.
3. Providing Consumer water meter readings to NDMC terminal.
 - a) O&M of assets within established DMA
 - b) Flow and pressure monitoring
 - c) New connections as per directives and approval by NDMC
 - d) Consumer services including attending to water meters complains received through NDMC and their resolution including water meter testing at test bench established with in NDMC area.
 - e) O&M of monitoring system of Project area with web-enabled facilities.
 - f) O&M of PLCS, Flow meters, chlorine analyser, water quality, level, pressure meters.
 - g) Information management and reporting.
 - h) O&M of existing and new instrumentation of Project area.
 - i) Consumer services like complain resolution.

3.14.2 PROPOSED TIMELINES

The project is intended to be implemented in 1 years followed by Operation & Maintenance for the period of 4 years as per the schedule mentioned below

Sr.	Project Stage	Description
1	1st Year	100% House Service Connection and commissioning of central monitoring system as per NDMC requirements Technical expertise and manpower resources to assist NDMC to establish the pilot DMA for successful continuous pressurized water supply system

	Milestone	First 3 months	1/8 th of whole work
		6 months	3/8 th of whole work
		9 months	3/4 th of whole work
		12 months	Full work
		In the event of not achieving the necessary progress as assured from running payment. 1% of the tendered value of work will be withheld for failure of each milestone.	
2	2nd Year to 5th Year	O & M of earlier installed water meters / assets created including Central Monitoring system services (distribution pipeline repairs & maintenance is excluded)	
		O & M of pilot DMA created and converted for continuous supply shall be for six months and thereafter it will be the responsibility of	

3.15 ASSESSMENT OF THE EXISTING NETWORK AND PROPOSED SOLUTION FOR PHASE-II

At the end of the pilot project, the contractor shall evaluate the complete hydraulic model performance again considering the details of the distribution network verified and surveys done during the project execution. Contractor shall prepare the cost benefit analysis, showing return on investment (RoI), strategic implementation plan etc. to develop city level continuous water supply system for the Phase 2 project.

Contractor prepare the assessment report and submit for the NDMC approval.

Chapter 4. EVALUATION OF BID

The Bidder must possess the technical know-how and the financial ability that would be required to successfully provide the services sought by NDMC, for the entire period of the contract. The Bidder's Bid must be complete in all respect, conform to all the requirements, terms and conditions and specifications as stipulated in the RFP document.

The evaluation process of the RFP proposed to be adopted by NDMC is indicated under this clause. The purpose of this clause is only to provide the Bidder an idea of the evaluation process that NDMC may adopt. However, NDMC reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.

4.1 Envelope-I (Technical Bid)

First of all, envelope-I of the RFP will be opened to verify its contents as per the requirements. If the various documents contained in envelope do not meet the requirements of the department, the RFP opening authority will record a note accordingly, and envelope-II of such bidder will not be considered for further action and the same will be rejected. NDMC shall appoint an RFP Evaluation Committee (EC) to scrutinize and evaluate the technical and commercial bids received. The EC will examine the Bids to determine whether they are complete response and whether the Bid format conforms to the RFP requirements. NDMC may waive any informality or nonconformity in a Bid which does not constitute a material deviation according to NDMC.

There should be no mention of bid prices in any part of the Bid other than the Commercial Bids

4.2 Envelope-II (Commercial Bid)

NDMC will open the Commercial Bids of only Technically Qualified Bidders, in the presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and published NDMC website. The lowest offered cost of whole work will be considered for deciding L-1 bidder.

Chapter 5. PRE-QUALIFICATION CRITERIA

5.1 The bid of the Applicant shall be evaluated on the basis of the following Eligibility Criteria:

S. No.	Basic Requirement	Eligibility Criteria	Document Proof	Scanned copy to be uploaded
1.	Applicant Entity	Legal entities duly registered under the Companies Act 1956/2013 is allowed. or A Consortium of registered agencies consisting of: Maximum 3 (Three) companies; and Lead member shall have more than 50% (fifty percent) of holding in the consortium	a) Certificates of incorporation; b) Registration Certificates; c) Copy of the consortium agreement in case of consortium, clearly specifying the role and area of specialization of the individual parties of consortium duly signed by Consortium parties on Rs.100 non-judicial stamp paper.	Pre-qualification document to be uploaded (PQ1)
2	Experience of the firm	(A)The Bidder should have successfully completed or commissioned at least (i) 03 THREE similar projects of costing not less the Amount Rs. 28 Crores each (ii) 02 (TWO) similar project of costing not less than amount 41 Crores each (iii) 01 (One) similar project of costing not less than Amount Rs. 55.00 Crores each in his own name with any Govt. / Semi Govt./PSU/ Autonomous organization in India or Abroad in last 07 (seven) years ending last day of the month previous to the one in which applications are	Case Study + Copy of work order + Completion/Phase completion Certificates from the client (Govt. / Semi Govt. /PSU/Autonomous organization in India or Abroad) In case the experience shown is that of the bidder's parent / subsidiary company, then the following additional documents are required: Letter from the Company Secretary of the bidder certifying that the entity whose experience is shown is parent/subsidiary Company Shareholding pattern of the bidding entity as per audit reports	

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		invited. Similar Works: Water supply Project with installation of water Meter		
		(B)The Bidder should have experience of installation of minimum 20000 water meters in last 7 (Seven) years ending last day of month previous to the one in which applications are invited.	Completion certificate/ Certificate from Client is required mentioning therein that the quantity of installation of water meter	
3	General Requirement	The bidder should have completed at least one project on NRW assessment for the DMA in urban water supply system with control center having more than 1000 service connections	Completion certificate/ Certificate from Client is required mentioning therein that the quantity of installation of water meter	Pre-qualification document to be uploaded (PQ2)
4	Turnover	(a) The Applicant / Consortium shall have an average annual turnover of at least INR 60 Crore in last 3 Financial Year (2015-16, 2016-17& 2017-18).	Audited financial statements for the last three financial years (FY 2015-16, 2016-17&2017-18) In case the financial statement for 2017-18 is not audited then the same will be duly certified by the Chartered Accountant.	Pre-qualification document to be uploaded (PQ3)
		Positive net worth of Rs.100 Crore as an end of financial year 2017-18 i.e. on 31.03.2018.	Certified Copy issued by Chartered Accountant to be submitted along with the bid.	
5	Solvency	The Applicant/ Consortium shall have bank Solvency certificate of not less than Rs.28 Crore (certificate issued within last six months from the date of issue of this RFP document will be considered for this purpose)	Certificate from Bank in this regard.	Pre-qualification document to be uploaded (PQ4)
6	Profit Making bidder	Profit before tax of the bidder should be positive in at least 3 (three) out of the	Certificate by the Chartered Accountant	Pre-qualification document to

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		last 5 (five) financial years.		be uploaded (PQ5)
7	Corporate Debt Restructuring	The Applicant who have applied for/are undergoing Corporate Debt Restructuring (CDR) or facing recovery proceedings from financial institutions or facing winding up proceedings or those under BIFR in the last 5 (Five) financial years ending 31-03-2018 shall not be considered.	certificate by the Chartered Accountant	Pre-qualification document to be uploaded (PQ6)
8	Registration under Tax Labour Laws Electrical Laws, etc.	The Applicant or the Lead Applicant should have a registered number of: (a) GST where his business is located (b) Income Tax PAN; (c) The ESI & EPF registration as per Labour Laws, if required	Copies of relevant(s) Certificates of Registration. In case the Applicant does not, ESI & EPF registration than the Applicant has to give the undertaking that he will get this registration within 45 days from the date of signing of Agreement for this work, if required as per law.	Pre-qualification document to be uploaded (PQ7)
9	No Barring Certificate	Any entity which has been barred, by the Central Government/ any State Government/ NDMC, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.	Undertaking by the authorized signatory as well as all member of consortium as per the form mentioned in Annexure- 1	as per Annexure -1
10	Pending litigation	The Applicant shall submit along with the bid details of all pending litigation as per attached Annexure.	Undertaking by the authorized signatory as well as all member of consortium as per the form mentioned in Annexure-3	As per Annexure -3
11	MoU with water meter manufacturer	The Bidder shall enter into a MoU with water meter manufacturer meeting the Specifications defined in	Annexure 5(b) duly Filled	The MOU as per Annexure 5(b)

		this RFP.		
12	Customer Care	The Bidder should give undertaking that they will create Customer Care Center in New Delhi City within 6(Six) months from the date of work order.	Undertaking by the authorized signatory as well as all member of consortium as per the form mentioned in Annexure- 4	As per Annexure 4
13	Integrity Pact	Duly signed Integrity Pact as per Annexure - 8	The Applicant has to submit has to submit duly signed Integrity Pact as per Annexure – 8 along with its proposal.	as per Annexure 8

5.2 For Meter Manufacturer

S. No.	Basic Requirement	Eligibility Criteria	Document Proof	Scanned copy to be uploaded
1.	Applicant Entity	Meter Manufacturer should have experience of design and manufacture of Measuring Instruments Directive (MID) Certified Ultrasonic Water Meter for the last 7 (seven) years ending last day of the month previous to the one in which applications are invited.	Documentary proof of MID Certificate should be submitted with the bid.	Supporting Documents
2	Experience	Meter Manufacturer should have successfully supplied at least 30000 Nos. Automated water meters of size 15mm-40mm and 300 Nos. AMR water meters of size 50mm-250mm in India in the last seven years ending last day of the month previous to the one in which applications are invited.	Declaration of Reference Customer List on Company Letterhead should be submitted with the bid.	Supporting Documents

“Note:

- (i) If the applicant is a 100% subsidiary of any legal entity, then the financial and technical capabilities of such parent legal entity may be considered for purpose of

Technical and Financial eligibility of 5.1 and 5.2, subject to the condition that the parent company will own the responsibility of its subsidiary company.

- (ii) In case of a Consortium, the combined technical capacity of those Members, who shall have an equity of at least 20% (twenty per cent) each in the consortium, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 1 (one) years from the date of commercial operation of the Project, hold equity not less than 20% (twenty per cent) of the equity of the consortium.

5.3 Miscellaneous:

Consortium as mentioned at serial 1 in the table above shall be subject to the condition mentioned above in serial 2 to 13. The concessionaire shall comply with all applicable laws, including labour laws, applicable at any point of time throughout the concession period.

Work Orders and Client Certificates for successful completion of such work confirming period and area of activities for the purpose of experience of the firm at serial 1 in the table above should be enclosed. Self-certification shall be submitted by the Applicant for works executed for internal purposes. NDMC has the right to verify the authenticity of claims made under such submissions / work orders / client certificates submitted by the Applicant through any means, including site visits, at any stage, and if such claims (in full or part) is found to be incorrect, then NDMC will have the right to terminate the concession agreement and forfeit all the assets and performance security under this RFP, without any liability to NDMC.

Concessionaire has to ensure that proposed OEM should not have been blacklisted by any sovereign government and barred from participating in government projects due to security reasons in the last three years.

The Applicant shall submit all the documents in the prescribed formats mentioned in the RFP document.

5.3.1 Consortium

1. Where the Applicant is a consortium, lead member along with other members of the consortium shall execute the Concession Agreement and implement the Project. Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or

obligations under the Agreement except with prior written consent of the NDMC. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. All the members shall comply with the following additional requirements:

- (i) number of members in a consortium shall not exceed 3 (three);
- (ii) the Application should contain the information required for each member of the Consortium;
- (iii) members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall hold more than 50% (Fifty percent) share of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-10, signed by all the other members of the Consortium;
- (iv) the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;
- (v) an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;
- (vi) undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member’s field of expertise;
- (vii) commit to the profit and loss sharing ratio of each member;
- (viii) commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
- (ix) include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement.

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- (x) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-21 (the “Joint Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:
- a) that notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;
 - b) that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;
 - c) that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement.
 - d) that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the NDMC against any losses or third-party claims arising due to the sub-contractor/consortium’s default
 - e) that the proposed roles and responsibilities, if any, of each member;
 - f) that the minimum stake commitment, to be held by each member
 - g) that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall have 20% (twenty percent) or more of the Consortium;
 - h) that members of the Consortium shall not dilute their stake in the Consortium throughout the concession period;
 - i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession

Agreement;

xi. except as provided under this RFP document, there shall not be any amendment to the joint Bidding Agreement without the prior written consent of the NDMC; and

xii. in case an Applicant is a Consortium, then the term Applicant as used in this RFP document, shall include each Member of such Consortium.

5.3.2 Change in composition of the Consortium

5.3.2.1 *Where the Applicant is a Consortium, change in composition of the Consortium may be permitted by the NDMC during the Bid Stage, only where:*

- a. the Lead Member continues to be the Lead Member of the Consortium;
- b. the substitute is at least equal, in terms of Technical Capacity or

Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the prequalification and short-listing criteria for Applicants; and

- c. the new Member(s) expressly adopt(s) the Application already made on

behalf of the Consortium as if it were a party to it originally and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

5.3.2.2 *Approval for change in the composition of a Consortium shall be at the sole discretion of the NDMC and must be approved by the NDMC in writing. The*

Applicant must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

- 5.3.2.3 The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney, substantially prior to the Bid Due Date.
- 5.3.2.4 The option of change in composition of the Consortium which is available under Clause 5.3.2 may be exercised by any Applicant who is either a Consortium or a single entity. In the case of a single entity Applicant adding a Consortium Member at the Bid Stage, the single entity Applicant shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be an Applicant or the member of a Consortium participating in this project
- 5.3.2.5 An Applicant shall not have a conflict of interest (the “Conflict of Interest”) as provided in RFP that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the NDMC and not by way of penalty for, inter alia, the time, cost and effort of the NDMC, including consideration of such Applicant’s proposal, without prejudice to any other right or remedy that may be available to the NDMC under the RFP Document and/ or the Concession Agreement or otherwise.
- 5.3.2.6 *The Applicant shall promptly inform the NDMC of any change in the status of The Applicant with reference to any of the eligibility criterion specified in clause*
- 5.3.2.7 *and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.*
- 5.3.2.8 *Financial bid of only those Applicants will be opened, who meet the eligibility criteria and technical specifications specified in Clauses 5.1*

5.3.3 Technical Presentation

If required, the Applicants, who will be found eligible in terms of Clause 5 above, will be asked to give a presentation on its proposal on date, time and place as communicated to the Applicant by the NDMC in writing.

5.4 INSTRUCTIONS TO BIDDER

The New Delhi Municipal Council, invites the reputed agencies to submit their technical proposals and financial offers for the project of “**Name of Work: Providing 24x7 water supply in NDMC area. Sub Head: - Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area with Four Years O & M**”, in accordance with conditions and manner prescribed in this Request for Proposal (RFP) document.

5.4.1 Cost of RFP

RfP Cost Rs. 25000/- in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt (drawn in favour of Secretary NDMC) should be deposited either in the office of Executive Engineer inviting bids or division office of EE(WS) NDMC within the period of bid submission, otherwise the bid will be rejected. The RfP documents can be downloaded free of cost from NDMC website.

5.4.2 Completeness of the RFP

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.

5.4.3 Proposal Preparation Cost

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NDMC to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. NDMC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. All materials submitted by the Bidder shall become the property of the NDMC and may be returned at its sole discretion.

5.4.4 Pre-Bid Meeting

NDMC will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in Chapter 2. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.

Queries submitted post the above given in Chapter 2. deadline or which do not adhere to the above-mentioned format may not be responded to. All the responses to the queries (clarifications/ corrigendum) shall be made the Delhi Govt. E-procurement Portal <https://govtprocurement.delhi.gov.in>

5.4.5 Amendment of RFP Document

At any time till 48 hours before the deadline for submission of bids, the NDMC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. The bidders are advised to visit the Delhi Govt. E-procurement Portal <https://govtprocurement.delhi.gov.in> on regular basis for checking necessary updates. NDMC also reserves the rights to amend the dates mentioned in this RFP for bid process. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the NDMC may, at its discretion, extend the last date for the receipt of Bids.

5.4.6 NDMCs' rights to terminate the Process

NDMC may terminate the RFP process at any time and without assigning any reason. NDMC makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by NDMC. The bidder's participation in this process may result in NDMC selecting the bidder to engage in further discussions and consultations toward execution of a contract. The commencement of such discussions does not, however, signify a commitment by the NDMC to execute a contract. NDMC may terminate RFP at any time without assigning any reason.

5.4.7 Earnest Money Deposit (EMD) and its amount

Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Secretary NDMC) shall be scanned and uploaded to the e-Tendering website within the period of bid

submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of EE(WS) NDMC within the period of bid submission. (The EMD documents shall only be issued from the place in which the office of receiving division office is situated). The EMD receiving Executive Engineer shall issue a receipt of deposition of Earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by RFP inviting EE(WS) in the RFP.

This receipt shall also be uploaded to the e-tendering website by the intending bidders' up-to the specified bid submission date and time.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for Six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited in the office of EE(WS) NDMC and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 3.30 PM on 11.06.2018.

5.4.8 The EMD may be forfeited:

If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or

In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP

During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

During the bid process, if any information found wrong / manipulated / hidden in the bid.

The decision of NDMC regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

5.4.9 INVALID BID

The bid submitted shall become invalid if: -

- (i) The bidders are found ineligible.
- (ii) The bidder does not deposit original EMD in the office of EE(WS) (The EMD documents shall only be issued from the place in which the office of receiving division office of EE(WS) is situated)
- (iii) The bidder does not upload all the documents as stipulated in the bid document including the copy of receipt for deposition of original EMD.
- (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of EE(WS).
- (v) Copy of certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically in the office of RFP opening authority.

5.4.10 Submissions of Bids

Complete bidding process will be online (e-tendering) in two envelope systems. All the notification & details terms and conditions regarding, this RFP notice hereafter will be published online on Delhi Govt. E-procurement Portal <https://govtprocurement.delhi.gov.in> Bidding documents can be seen and downloaded from the above website. The bid can be submitted in electronic format on the above website within the deadline as specified in Chapter 2, section 2.2 of the RFP.

Bids must be accompanied with scanned copy of EMD receipt. Bid shall be treated as invalid if scan copies are not submitted online along with the bid.

Bidder should upload information as scanned copies in PDF format for Pre-Qualification as mentioned in the RFP. If required, Bidder should submit original copies of scanned copies for verification during Technical bids opening.

Bidder should upload Bill of Quantity format as mentioned in the RFP. Time and date of opening of financial bids will be informed by email to technically qualified bidder. The guidelines to download the RFP documents and online submission of bids and procedure of RFP opening can be downloaded from Delhi Govt. E-procurement Portal <https://govtprocurement.delhi.gov.in>. The Chairmen, New Delhi Municipal Council, reserves the right to accept or reject any or all the RFPs without assigning any reason

5.4.11 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and NDMC, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

5.4.12 Bid Submission Format

The entire proposal shall be strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be liable for rejection.

5.4.13 Documents Comprising of Bids

The Bid document comprises of the following:

5.4.13.1 PART A – TECHNICAL BID

The following documents duly signed & scanned shall be submitted online:

- i) Covering letter on the letter head of the Bidder showing submission of RFP.
- ii) Copy of the Earnest Money Deposit receipt as mentioned in RFP.
- iii) Undertakings as per Chapter -8 Annexures 1,2,3,4
- iv) The supporting documents for financial and technical eligibility (proofs of qualification criteria) as given in the bid documents as per Chapter 5.
- v) Formats / Schedule as per forms given in Chapter 8 FORM I-VII.
- vi) GST Number, as issued by the government department, proof of having submitted the latest returns etc.

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vii) Document of PAN No.

viii) Power of Attorney authorizing the signatory of the bidder. As per Annexure 10,11

ix) Technical offer stating compliance with the required technical specifications as per the "Technical Specifications for the RFP", in particular:

Full-fledged detailed scheme, showing technology & methodology for fixing of the water meters, taking remote/automated water meter readings from the water meters.

Accuracy test certificate flow measurement.

Performance certificate of projects from competent authority such as EE for supply and installation of water meters executed in past Five to Seven years

Organization chart and qualification of Operation & Maintenance staff Undertakings on letter head as per format attached:

a) Regarding non-black listing and debaring from tendering by any of its clients. (Specimen given hereunder in the document as Annexure-1

b) Regarding being acquainted with the RFP document / condition and entering into contract agreement as described in Annexure-2

c) Including detailed information on Litigation on past contracts Annexure-3

d) Regarding Sales /service setup in New Delhi Annexure-4

Note: - Price bid should not be quoted anywhere in the Technical Bid, any mention to the Bid price in the technical Bid will cause disqualification of the Bid. Price bid of only those bidders shall be opened who qualify as per eligibility criteria. The price bid of bidders who are not considered qualified shall not be entertained.

5.5 PART B - PRICE BID:

- 1 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer.

- 2 The bidders are required to fill all the columns of the priced bid as uploaded. The Part B-Price bid shall be opened only for those bidders whose technical bid is considered substantially responsive to the RFP/Addendum/pre-bid replies issued by Employer. All taxes, duties, Labour cess, GST, License fee, Octroi/LBT, Road permit, FCRI Testing Charges, Transit Insurance, Transportation and other levies applicable on work contracts, shall be deemed to be included by the bidder in his offer. 'C' form will not be issued for inter-state purchases. New Delhi Municipal Council will not be liable to pay any taxes/duties, which the Bidder has not considered in his RFP by oversight or whatsoever reasons, though the same is applicable on the date of RFP. Further, the New Delhi Municipal Council will not be liable to pay the difference in taxes/duties if the percentage of taxes/duties applicable on the date of RFP or the amount is calculated by Bidder erroneously.
- 3 The quoted Cost shall remain fixed throughout the contract period, which shall also include loading, unloading, packing and forwarding, transportation / retransformation for local transfer, freight, transit insurance and all type of taxes, duties, etc. to complete the awarded work. The bidder shall not be entitled to claim any sort of concession, whatsoever on account of the rise in the prices of the articles in the market due to whatsoever reasons during the period of contract. The RfP rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
- 4 Bidders shall furnish the required information on their Pre-Qualification, technical and financial proposals in the enclosed format only. Any deviations in format may make the RFP liable for rejection. Discloser of Commercial information of the bid in Pre-Qualification or Technical Folder shall also be the sufficient ground for rejection of the bid.

5.5.1 Rejection of Bids

The bid shall be rejected if the bidder:

- a) Does not meet the eligibility criteria as specified under Chapter 5.0 or if supporting documents are not submitted.
- b) Stipulates the validity period of less than 180 days.
- c) Stipulates own condition or conditional bid rates.
- d) There are any criminal cases pending.
- e) Does not submit adequate amount of EMD as per condition in the bid.

- f) Does not submit Identification and financial data duly certified by the Chartered Accountant
- g) Does not disclose the full name / names and address of the Bidder / Partners / Directors in case of proprietorship / partnership / Ltd. / Public Limited concern firm if any.
- h) The GST Registration Certificate are not enclosed.
- i) The Firm Registration certificate / Manufacturing Registration Certificate of the bidder is not enclosed
- j) Does not prove its experience of executing similar type of work as per qualification criteria. The experience shall be documented by performance certificates be issued by superior rank officer at level of Executive Engineer or equivalent or any superior officer rank.
- k) The Power of Attorney of the person signing the Bid is not enclosed.
- l) The record of litigation and arbitration is not disclosed (as per Annexure-3)
- m) Tries to influence decision on bid evaluation, bid comparison or Contract award.
- n) The Technical Bid contains false information or omission of facts.
- o) Quotes any price tag in the Technical Bid.
- p) The RFP proposes any alterations in the work specified in the RFP or in the time allowed for carrying out the work or any other conditions.
- q) Any of the pages of the RFP are removed and/ or replaced or matter changed / deleted /added.
- s) Any errors made in the RFP.
- t) All conditions and additions not initiated by the bidder.
- u) The Bidder or in the case of a firm each partner thereof does not sign or the signature is/ are not attested by witness on the pages of the RFP in the space provided for the purpose.

5.5.2 Evaluation Process

The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by NDMC, for the entire period of the contract. The Bidder's Bid must be complete in all respect, conform to all the requirements, terms and conditions and specifications as stipulated in the RFP document.

The evaluation process of the RFP proposed to be adopted by NDMC is indicated under this clause. The purpose of this clause is only to provide the Bidder an idea of the evaluation process that NDMC may adopt. However, NDMC reserves the right to modify the evaluation

process at any time during the RFP process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.

NDMC shall appoint a RFP Evaluation Committee (TEC) to scrutinize and evaluate the technical and commercial bids received. The TEC will examine the Bids to determine whether they are complete, response and whether the Bid format confirms to the RFP requirements. NDMC may waive any informality or nonconformity in a Bid which does not constitute a material deviation according to NDMC.

There should be no mention of bid prices in any part of the Bid other than the Commercial Bids.

5.5.3 Opening of Commercial Bid

NDMC will open the Commercial Bids of only Technically Qualified Bidders, in the presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and published NDMC website.

The Commercial Bids will be evaluated by NDMC for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

The amount stated in the proposal form, adjusted in accordance with the above-mentioned procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

If the bidder does not accept the correction of errors, its bid will be rejected and the bid security may be forfeited.

5.5.4 Award Criteria

NDMC shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

5.5.5 NDMCs' Rights to Accept/Reject any or all Proposals

NDMC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for NDMCs' action

5.5.6 Notifications of awards and Signing of Contract

Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or by fax or email that its proposal has been accepted. The notification of award will constitute the formation of the Contract. Upon the Bidder's executing the contract with NDMC, it will promptly notify each unsuccessful bidder and return their EMDs. At the time NDMC notifies the successful Bidder that its bid has been accepted, NDMC will send the Bidders the Proforma for Contract, incorporating all clauses/agreements between the parties. Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to NDMC. Draft Format of the contract is given in the Annexure XXI.

5.5.7 Failure to agree with the Terms & Conditions of the RFP/Contract

Failure of the Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract.

5.5.8 Terms and Conditions of the RFP

Bidder is required to refer to the draft Contract Agreement, attached as Annexure 7 in this RFP, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during Project Implementation and Post implementation period. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the RFP Annexure. Please refer to the Interpretation Chapters/Sections of the Agreement for reference of the Annexure.

5.5.9 Right Reserved

- a) Right to reject any or all RFPs without assigning any reason there of is reserved by the NDMC (Competent authority), whose decision will be final and legally binding on all the Tender.
- b) The NDMC (Competent authority), New Delhi Municipal Council shall be the sole arbitrator.

5.5.10 PAYMENT TERMS

The total Contractor Payments for Works and Services comprises of two components:

- i) Payment for Water Meter Items, House Connection Item, Monitoring and instrumentation items, assessment of NRW per DMA etc.
- ii. Payment for O&M Services

5.5.11 Payment for Water Meter Items, House Connection Item, Monitoring and instrumentation items, etc.

The Payment for above work includes NDMC's share of maximum 100% shall be paid during the construction period.

Note: - (i) Additional Capex amount if any shall be paid as per BoQ, (ii) Any addition in O&M Service up to 10% shall be within the quoted price for O&M

The measurement shall be as per actual work done and certified by engineer in charge as per price bid and as per scope of work.

The below mentioned payment breakup is proposed by NDMC. The successful bidder shall submit sub breakup of the items mentioned. NDMC reserves the right to change components of sub breakup and payments for the items executed shall be as per the sub breakup approved by NDMC. (A) Cost of water meters & instrumentation:

1. For water Meters / instrument

The following payment conditions will be applied for the flow meter items:

a) 60% payment of cost of the item shall be released after receipt of confirmation of passing of tests carried out at designated laboratory for each sample randomly chosen as per the procedure described in the technical specifications for the RFP and successful supply & installation after inspection of the installation by the Engineer-In- Charge / third party inspection team appointed by NDMC.

b) 25% payment of the cost of the item shall be released after satisfactory testing of Data reading, transmission to the control center system with required compatibility with the software and the machines and proper report generation verified by the Engineer-In-Charge / third party inspection team appointed by NDMC

c) Out of the balance 15% payment of the cost of meter, 3.75% payment shall be released every year of satisfactory maintenance period of 4 years commencing after first year of commissioning.

The above payment will be released on pro-rata basis.

5.5.12 Penalties:

- 1) During the Guarantee period if any meter becomes defective or not found as per specification, the same shall be repaired/replaced free of cost by the Bidder within 2 days, else penalty will be levied as the rate of domestic (15 to 40mm diameter) – Rs. 100 per day & bulk (above 40 mm diameter) – Rs. 500 per day up to the installation of the repaired/replacement meters.
- 2) The contractor shall submit a weekly progress report on water meters supplied & installed to the Executive Engineer & Superintending Engineer. The progress report will include details of the consumer connection where the water meter is installed and the date of installation. Non- submission of weekly report shall invite penalty of INR 1000/- up to maximum INR 50000/-
- 3) Residents Welfare Association (RWA) / notified societies shall be informed about time table for digging & restoration work within the colony. The failure of Contractor to maintain the time table will attract penalty as decided by the Engineer. The penalty shall not exceed Rs. 5000 per day each colony/Society upto maximum Rs. 50000/-.

Chapter 6. **GENERAL CONDITIONS OF CONTRACT**

6.1 DEFINITION OF TERMS

1 'Employer' shall mean the client on whose behalf the enquiry is issued by the Engineer-In- Charge and shall include his successors and assigns, as well as his authority officers/ representatives.

2 'Bidder' shall mean the firm/ party who quote against an enquiry.

3 'Manufacturer' refers to a person or firm who is the producer and furnisher of the Material or Designer and Fabricator of equipment as per the Specifications, who in turn shall submit the same to the Employer under the 'Contract'. The term "Meter Manufacturer" here in case should be read and treated as "Water Meter Manufacturer"

4 'Inspector' shall mean the authorized representatives appointed by the Employer for purpose of inspection of Materials/Equipment/Works.

5 'Project' shall mean the project specified under Project Information in the 'RFP'.

6 'Site' shall mean the actual place of the proposed 'project' as detailed in the 'Specification' or other place where work has to be executed under the Contract.

7 'Month' shall mean calendar month.

8 'Specification' shall mean collectively the complete document including covering letter issued by the Employer for inviting bids and such Amendments, Revisions, Deletions or Additions, as may be made subsequently in writing pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under this

'Contract'. If any particular work or part or portion thereof is not covered by the 'Specification', the specification for such work shall mean the relevant Bureau of Indian Standards specification for or relative to the particular work or part or portion thereof shall mean standard engineering practice approved in writing by the Engineer-In-Charge with or without modification

9 'Bid' shall mean the proposal/document that the Bidder submits in the requested and

specified form in the 'specification'.

10 'Plant' or 'Equipment' and 'works' shall mean respectively the goods to be supplied and services to be provided by the Bidder under the 'Contract'.

11 "Contract" means the Conditions of Contract, the Employer's Requirements, the RFP, the Bidder's Proposal, the Bill of Quantities, the Letter of Acceptance (Work Order), the Contract Agreement (if Completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).

12 For the purposes of defining the different activities and obligations under the Contract, the Contract will be comprised of a "Works Contract" and an "O&M Contract", as defined in the following Clause 13 & Clause 14 below; such definitions are for convenience only and shall not affect the rights or obligations of the Employer or the Bidder under the Contract.

13 "Works Contract" means that portion of the Contract that relates to the Providing, Constructing, Supplying, Erecting, Testing & Commissioning of the Works and the remedying of any defects, but excluding Operation and Maintenance of the facilities for the Operation and Maintenance Period, in accordance with the provisions of the Contract.

14 "O & M Contract" means that portion of the Contract that relates to the Operation and Maintenance of the water meters installed for the Operation and Maintenance Period, as defined in the RFP Data Sheet, but excluding the portion of Providing, Constructing, Supplying, Erecting, Testing & Commissioning of the Works and the remedying of any defects, in accordance with the provisions of the Contract.

15 "Time for Completion" means the time for completing the Works, as stated in the RFP Data Sheet (with any extension under clauses 2 and 5, of the General Clauses of Contract calculated from the Effective Date of Contract. The Bidder will be required to take all possible measures to ensure that the Works are executed in conformity with the Technical Specifications, and that the whole of the Works are completed within the scheduled Time for Completion. The whole of the Works shall be completed and shall have passed the Tests on Completion, and successful installation within the Time for Completion of the Works as specified in the RFP Data Sheet. The Completion Certificate will be issued upon successful installation & inspection of the installation. After receiving the Completion Certificate, Operation and Maintenance of the facilities shall be carried out for the period as specified in the RFP Data Sheet.

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16 “Time for Operation and Maintenance” means the time for operating and maintaining the constructed facilities as stated in the RFP Data Sheet, calculated from the date upon which the Works have been completed, commissioned and as certified by the Engineer-In-Charge.

17 ‘Contract price’ shall mean the price agreed and mentioned in the Contract Agreement.

18 ‘Effective Date of Contract’ shall mean the Calendar date on which Employer have issued to the Bidder the ‘Letter of Acceptance/Work Order’ or any other date agreed between the Employer and the Bidder, specifically mentioned in the Letter of Intent/Contract.

19 “Contract period’ shall mean the period during which the ‘Contract’ shall be executed as agreed between Bidder and Employer in the ‘Contract’ and it starts with the Effective date of Contract.

20 ‘Guarantee period’ shall mean the period during which the ‘Plant or Equipment’ shall give the same performance as guaranteed by the Bidder in the Schedule of guarantee in the ‘Specification’.

21 ‘Approved’ and ‘Approval’ where used in the ‘Specification’ shall mean, respectively, approved by and approval of the Employer or the Engineer-in-Charge.

22 When the works’ Approved’, ‘Subject to Approval’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As directed’, ‘Where directed’, ‘When directed’, ‘determined By’, ‘accepted’, ‘Permitted’, or words and phrases of like import are used, the approval judgment, direction etc., is understood to be a function of the Employer or the Engineer-in-Charge.

23 Engineer-In-Charge’ instructions shall mean details, directions and explanations issued by the Engineer-in-Charge in writing, and drawings (s) and /or oral instructions to be ratified in writing within 48 (Forty-Eight) hours from time to time during the contract period.

24 ‘Writing’ shall include any manuscript, typewritten or printed statement under or over signature and /or seal as the case may be.

25 ‘Notice in writing’ or ‘Written Notice’ shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by registered post to the last known private or business address or registered office of the

addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.

26 'Bidder's Works' shall mean and include the land and other places which are used by the BIDDER for the manufacture of 'Equipment' for performing of the 'Works' 'Commercial Use' shall mean that use of the 'Equipment' or 'Work' which the 'Contract' contemplates or that for which the 'Contract' contemplates or that for which 'Equipment' or 'Work' is commercially capable.

27 'Drawings' shall mean all.

- i. Drawings furnished by the Employer or the Engineer-in-Charge as a basis for proposals
- ii. Supplementary drawings furnished by the Employer or the Engineer-in-Charge to clarify and to define in greater detail the intend of the 'Contract'
- iii. Drawings submitted by the Bidder with his proposal provided such drawings are acceptable to the Employer or the Engineer-in-Charge.
- iv. Drawings furnished by the Employer or the Engineer-in-Charge to the Bidder during the progress of the work; and
- v. Engineering data and drawings submitted by the Bidder during the progress of the work provided the same are prepared based on the accepted designs, such drawings are acceptable to the Engineer-in-Charge.

6.2 Daily diary & progress report

6.2.1 A daily diary register:

A daily diary register will be kept in the supervisor's office. The bidder will supply all detailed information every day at nine hours for the day preceding and diary will be jointly signed by the site supervisor and Bidder's representatives, every day in token of its correctness.

6.2.2 A works instruction book:

A works instruction book, serially numbered will also be kept in the site supervisors' office and all day-to-day instructions will be given in that book. The Bidder's representative shall

report every day to see these instructions and sign them at the bottom in token of his having seen them.

6.2.3 Material procurement and progress of work:

The Bidder shall supply all information regarding procurement of materials and progress of construction work, as it is required by the Engineer- In-Charge for compiling the progress reports. The Bidder shall provide a weekly plan for the execution of the work for coming week.

6.3 To remedy defective work and defects liability period.

- a. If the work or any portion thereof shall be damaged in any way excepting by the acts of the Employer, or if defects not readily detected by proper inspection shall develop before the final completion and acceptance of the whole work, the bidder shall forthwith make good, without compensation, such damages or defects in a manner satisfactory to the Engineer-In-Charge/Employer. In no case shall defective or imperfect work be retained.
- b. Forty-eight calendar months from the date of successful completion of performance run of the plant unless otherwise agreed in writing by the Employer/ Engineer-In-Charge will be deemed as the “Defects Liability Period”. In case any defects in the work due to wrong assumptions in designs, bad materials and / or bad workmanship developed in the work before the expiry of this period, the Bidder on notification by the Employer shall rectify or remedy the defects at his own Cost and he shall make his own arrangements to provide material, labour, equipment and any other appliances required in this regard. In case even on due notification by the Employer, the Bidder fails to rectify or remedy the defects the Employer shall have the right to get this done by other agencies and recover the cost incurred by deductions from any money due or that may become due to Bidder.
- c. The Employer may in lieu of such amending and making good by the Bidder, deduct from any money due to the Bidder a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of such due payment becoming insufficient, recover the balance from the Bidder together with any expenses to the Employer may have incurred in connection with such recovery.

- d. The Bidder shall remain liable under the provisions of this clause notwithstanding the passing by the Employer of any certificate, final or otherwise or the passing of any accounts.
- e. The Bidder shall see that the excavated material or debris from the work under the contract shall be placed at a place and in a manner, as designated by the Engineer-In- Charge and he shall remove it from time to time as required by the Engineer-In-Charge so that it shall not cause any interference or obstruction to the Employer or other Bidder's work in the adjacent areas.

6.4 Bidder to provide everything necessary

- a. The bidder shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from, and if the bidder finds any discrepancy therein shall refer the same immediately and in to the Engineer-In-Charge whose decision shall be final and binding on the parties.
- b. The bidder shall supply, fix and maintain at his cost, during the execution of any works all the necessary centering, scaffolding, staging planking, timbering, strutting, shoring, pumping fencing, hoarding, watching and lighting by night as well as by day, required not only for the proper execution and protection of the said works, but also for the protection of the public and the safety of any adjacent roads, streets, cellars, walls, houses, buildings and all other erections, matters or things, and the bidder shall take out and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring etc. as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and things disturbed during the execution of the works to the satisfaction of the Engineer-In-Charge. The Bidder shall be paid no additional amount for the above and for any access to be made to reach the construction site. The bidder shall submit design and drawing for shuttering & centering work for the approval of the Engineer-in-Charge before commencing the works
- c. All materials shall be new and of the best respective kinds described in the schedule of quantities and / or specifications and in accordance with the Engineer-In-Charge's instructions and the bidder shall upon the request of the Engineer-In-

Charge furnish him with all invoices, accounts, receipts, certificates and other vouchers, to prove that the materials comply herewith. The bidder shall at his own cost arrange for and / or carry out any test of materials which the Engineer-In-Charge may require.

- d. It shall be the responsibility of the Bidder to unload, store in a safe and acceptable manner all construction materials and equipment in whole or part, as directed by the Engineer-In-Charge.
- e. The bidder is required to provide and maintain all tools, and equipment and instructions necessary to perform his work. He shall provide all fuels, lubricants and compressed air for the operation and maintenance of his construction tools.
- f. The bidder is obliged to arrange for all his requirement of materials to complete the work as indicated in the specifications.
- g. The bidder shall provide facilities for his office, warehouse, tool room, change room or any other building required to execute his work.
- h. Samples of all material to be used, whether bricks, rubble stone, aggregate, sand, timber etc. Shall be tested in approved laboratory and submitted by the Bidder and must be got approved by the Engineer-In-Charge before they are used. Approved samples shall be kept with the Engineer-In- Charge and all supplies shall strictly conform to the samples. Materials not strictly conforming to the samples are liable to be rejected.
- i. The bidder shall not sell, assign, mortgage, hypothecate or remove partly or fully completed structures, equipment or materials which have been installed or which may be necessary for the completion of the contract.

6.5 Submission and approval of drawings etc.

- a. If any construction drawings will be provided to the Bidder for execution of the Civil works during the project period. Bidder shall keep the drawing in good condition and shall use the latest revision(s) if any, for execution purpose. For mechanical and Electrical Equipment's and for any work for which designs are needed to be submitted by the bidder it shall submit the same in Three sets of which will include detailed design calculations / specifications equipment. The Engineer-in-Charge will review the Designs and Drawings of the Mechanical and Electrical works as and when submitted and based on the acceptability instruct the Bidder for any clarifications etc., in Designs and Drawings. Engineer-in-Charge will only, after

reviewing, the Designs and the respective Drawings submitted by the bidder and found suitable and which are in line with the Quality as per the specifications, forward the same to the Engineer-In-Charge who in turn will sent the same to the bidder. Only after having received the go ahead, the bidder can use the approved drawings and designs for further manufacturing and subsequent procurement. One set of such approved drawings/design calculations/specifications will be returned to the Bidder for the purpose of using them in the execution of work.

- b. Any additional information, further detailed calculations will have to be furnished by the bidder on demand by the Engineer-In-Charge in Charge for the purpose of approval as described above.
- c. The Bidder shall have to submit all the working drawings/ sketches, diagrams to be used for the work to the Employer and all such drawings/ design calculations/ specifications shall have to be approved from the Engineer-in-Charge who in turn will forward the same to the Engineer-In-Charge for further process and issuing to the bidder, before starting of any work related to them.
- d. Even though the drawings/ design calculations/ specifications submitted by the bidder are approved by the Engineer-In-Charge, such approval shall not absolve the Bidder from his duties, responsibilities and liabilities as expected for carrying out the work.

6.6 Bidder's Supervision

- a. The bidder shall, during the whole time of the work is in progress, employ qualified personnel as stated in the RFP document, to be in charge of the works with adequate experience in handling of jobs of this nature and with the prior approval of the Engineer- In-Charge. The personnel shall be constantly in attendance at the site during working hours. During Bidder's absence during working hours, if unavoidable, and also beyond working hours, when it may be necessary to give directions, orders may be given by the Employer/Engineer- In-Charge and shall be received and obeyed by the bidder's superintendent or even foreman who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the Employer/ Engineer-In- Charge shall confirm such orders in writing. Any direction, instructions or notices given by the Engineer-In-Charge to him, shall be deemed to have been given to the bidder. The required powers and authority shall be given to the

- bidder's representative (Personnel) by the bidder so as to engage labour or purchase materials and proceed with the work as required for speedy execution
- b. None of the Bidder's personnel's, supervisors or labour should be withdrawn from the work without due notice being given by the Employer / Engineer-In-Charge, further no such withdrawals shall be made from the work when in the opinion of the Engineer-In- Charge such withdrawals will jeopardize the required pace of progress/successful completion of the work.
 - c. The bidder shall employ in or about execution of the works only such persons as are careful, skilled and experienced in their respective trades. The Employer shall be at liberty to object to and require the bidder to remove any persons employed by the bidder, in or about execution of works who in the opinion of the Employer/ Engineer-In-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not be employed upon the works without prior permission of the Employer.
 - d. Neither the bidder, nor the Engineer-In-Charge shall hire or employ any employee of the other party without mutual consent

6.7 Setting out works

- a) The bidder shall set out the works and shall be responsible for true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work, the Bidder shall at his own expense rectify such error, if called upon, to the satisfaction of the Engineer-In- Charge.
- b) The Bidder shall provide all facilities, instruments and attendance to the Engineer-In-Charge or his deputed representative to check his work. Instrument brought by the Bidder shall be in good working condition and are subject to approval of the Engineer-In-Charge. Checking in part or full or setting out or any line or level by the Engineer-In-Charge shall not in any way relieve the bidder of his responsibility for the correctness thereof.
- c) The bidder shall establish and maintain base lines and bench marks adjacent of the various sections of work. All such marks and stakes must be carefully preserved by

the bidder and in case of their destruction by him or any of his employees; they will be replaced at the bidder's expense.

- d) The bidder shall be responsible for the accuracy of all dimensions within the various sections of the work according to the figures of dimensions on the drawings.

6.8 Access

- a) The Engineer-In-Charge, his representatives and the Employer shall at all reasonable times have free access to the works and / or to the workshops, factories or other place where materials are being prepared or constructed for the contract and also to any place where the material are laying or from which they are being obtained the bidder shall give every necessary facility to the Engineer-In-Charge and his representatives for inspection and examination and test of the materials and workmanship even to the extent of discontinuing portions of the work temporarily or of uncovering or taking down portions of finished work.
- b) If any work is to be done at place other than the site of the works, the Bidder shall obtain the written permission of the Engineer-In-Charge for doing so.

6.9 Construction Supervision and Workmanship

- a) The Engineer-In-Charge will engage his own supervisory staff of works as may be deemed fit. The Bidder shall provide the supervisor every facility and assistance for examining the works and materials for checking and measuring the works and materials. The supervisors shall have no power to revoke, alter, enlarge or relax any requirement of the contract, but may sanction only day work, additions, deviations or omissions, or any extra work whatever as may be authorized by the Engineer-In-Charge.
- b) The supervisors will act as representatives of the Employer and shall have the power to give notice to the Bidder or to his Foreman of non- approval of any work or materials, and such work shall be suspended or the use of such material shall be discontinued, until the decision of the Engineer-In-Charge is obtained.
- c) The work shall be conducted under the general direction of the Engineer-In-Charge and is subject to inspection by his supervisors to ensure strict compliance with the terms of the Contract. No failure of the Engineer- In-Charge or his supervisors during the progress of the work to discover or to reject materials or work not in accordance with the requirement of this Contract, shall be deemed as acceptance thereof or a

waiver of defects therein and shall be considered to be an acceptance of the work or materials which are not strictly in accordance with the requirements of this Contract. No changes whatsoever to any provision of the specifications shall be made without written authorization of the Employer.

- d) The Bidder shall execute the whole and every part of the work in the most substantial and workman like manner as regards material and in all other respects.
- e) The provisional acceptance of sections of the work shall not be considered so as to prevent the Engineer-In-Charge from requiring replacement of defective work that may become apparent after the said provisional acceptance and shall not be constructed in any way on the basis for a claim of extra compensation for any cause whatsoever by the Bidder.

6.10 Contractor to Keep Site Clean

All soil, dirt or other matter of an offensive nature taken out of any excavation, trench, sewer, drain, cesspool or other place shall be carried away by the Bidder to some pit or place provided by him away from the site or work and approved by local authorities.

As a part of the work included in this contract, the bidder shall completely remove and satisfactorily dispose of all temporary buildings, shall remove or grade, to the extent directed, all embankments or coffer dams made for construction purposes, shall satisfactorily fill excavations as directed, shall remove all plant and equipment, shall satisfactorily dispose of all rubbish resulting from the operations under this contract and shall do all work necessary to restore the territory embraced with the site conditions to at least as good order and conditions at the beginning of the work under this contract.

In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

Chapter 7. GENERAL CLAUSE OF CONTRACT

7.1 CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

(i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the NDMC as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NDMC to make good the deficit.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/ other work after construction of same building and services/other works, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

(iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the NDMC is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: -

- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay NDMC any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

(iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the NDMC.

CLAUSE 1 A

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit NDMC at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by NDMC by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the NDMC as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NDMC to make good the deficit.

. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by NDMC on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the

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State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Secretary NDMC , any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

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

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

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

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

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

CLAUSE 2

Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion, as per clause-5 (excluding any extension under Clause-5.5) as well as any extension granted under Clauses-12 and 15, he shall, without prejudice to any other right or remedy available under the law to the NDMC on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in

schedule 'F' may decide on the amount of Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

(i) Compensation for delay of work @1 % per month of delay to be computed work 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 Sectional part of work as mentioned in Schedule "F" for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule "F" during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under Clause-12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in charge under Clause-3 for delay in performance and claim of compensation under that clause.

In case action under Clause-2 has not been finalized and the work has been determined under Clause-3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the

schedule on date of determination, as assessed by the authority in Schedule-F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the NDMC. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 2A: DELETED

CLAUSE 3

When Contract can be Determined

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of

completion; and the Engineer in charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer in Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in NDMC service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for NDMC.

(vi) If the contractor shall enter into a contract with NDMC in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor had secured the contract with NDMC as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor

shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns, (excluding parts of work assigned to other agency(s) by the contractor as per terms of contracts), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the NDMC shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the NDMC.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

- (I) If the Tendered value of work is up to Rs.45 Lac: 15 days.
- (ii) If the Tendered value of work is more than 45 lac and up to Rs. 2.5 Crore: 21 days.
- (iii) If the Tendered value of work exceeds Rs.2.5 Crore: 30 days.

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

CLAUSE 4

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

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

contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer in charge, whichever is later. However, the handing over of site by Engineer in charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance Guarantee shall be forfeited by the Engineer in charge and shall absolutely at the disposal of the NDMC without prejudice to any other right or remedy available in law.

5.1 As soon as possible but within twenty-one days of award of work and in consideration of

(a) Schedule of handing over of site as specified in the Schedule "F"

(b) Schedule of issue of designs as specified in the Schedule "F"

(i) The contractor shall submit a time and Progress chart for each milestone. The Engineer-in-Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-charge. The work programme shall include all details of balance drawing and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and

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further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule F'.

(ii) In case of non-submission of construction programme by the contractor the program approved by the Engineer in charge shall be deemed to be final

(iii) The approval by the Engineer in charge of such programme shall not relieve the contractor of any of the obligations under the contract.

(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs.2500/- (for works costing upto Rs.20 Crores)/ Rs.5000/-(for works costing more than Rs.20 Crores) shall be made onper week or part basis in case of delay in submission of the monthly progress report.

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 employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
- (vi) Non-availability of stores, which are the responsibility of NDMC to supply or
- (vii) Non-availability or break down of tools and Plant to be supplied or supplied by NDMC or,
- (viii) Any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge for entry in the hindrance register (physical or web-based as prescribed in Schedule-F) but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for event listed in sub clause-5.2

5.3 In case the work is hindered by any reasons, in the opinion of the contractor, by the department or for someone for whose action the department is responsible, the contractor may immediately give notice thereof in writing to the Engineer in charge in the same manner as prescribed under sub Clause-5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule F shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of nonapplication by the contractor for extension of time Engineer in charge after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.

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

5.4 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing with within fourteen days of the happening of the event causing delay on the prescribed form i.e. form of application by the contract for seeking rescheduling of milestones (Appendix XVI) or form of application by the contractor for seeking extension of time (Appendix-XVII) respectively to the authority as indicated in Schedule 'F'. the contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract. The contractor shall produce a revised programme which

shall include all details of pending drawings and decision required to complete the contractor and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule "F" shall be made on per day basis in the case of delay in submission of the revised programme.

5.4 .1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of milestones shall be communicated to the contractor by the authority as indicated in schedule "F" in writing within 30 days of the date of receipt of such request from the contractor in prescribed form. In event of non-application by the contractor for extension of time Engineer in charge after affording opportunity to the contractor may give supported with a programme (As specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event

~~Non-application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/ rescheduling of the milestones by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.~~

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer in charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause-5.4 and beyond the justified extended date; without prejudice to right to take action under clause 3, the Engineer in charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time

CLAUSE 6: DELETED

CLAUSE 6A

Computerized Measurement Book

Engineer-in-Charge shall, except as otherwise provided a certain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his

authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorised 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 contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

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

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

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Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7: DELETED

CLAUSE 7A: DELETED

CLAUSE 8

Completion Certificate and Completion Plans

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

CLAUSE 8A

Contractor to Keep Site Clean

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

notice in writing to the contractor.

CLAUSE 8B

Completion Plans to be Submitted by the Contractor

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1% of tender value or limit prescribed in Schedule- "F" whichever is more as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.

The contractor shall submit completion plan for Internal and external Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer in charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.

CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.

(i) If the Tendered value of work is up to Rs. 45 lac : 2 Months

(ii) If the Tendered value of work is more than 45 and up to Rs. 2.5 Crore: 3 Months

(iii) If the Tendered value of work exceeds Rs. 2.5 Crore:

6 Months

In case of delay in payment of final bills after prescribed time limit, a simple interest @10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis provided the final bill submitted by the contractor found to be in order.

CLAUSE 9A

Payment of Contractor's Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by NDMC or his signature on the bill or other claim preferred against NDMC before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

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

CLAUSE 10: DELETED

CLAUSE 10A

Material to be provided by the Contractor

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

The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by

the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of material to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests as such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contractor's specifications. The Engineer-in-Charge or his authorized representatives shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full power to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full power to require other proper material to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

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

CLAUSE 10B: DELETED

CLAUSE 10C

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

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If after submission of the tender, if the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and 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 variation of rate in GST applicable on such material(S) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in GST), NDMC shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

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

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

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For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled mazdoor, fixed under any law, statutory rule or order.

CLAUSE 10CA: DELETED

CLAUSE 10CC: DELETED

CLAUSE 10 D

Dismantled Material NDMC Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as NDMC property and such materials shall be disposed off to the best advantage of NDMC according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 11

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

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the

contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12:

Deviations/Variations Extent and Pricing

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

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

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

12.2 Deviation, Extra Items and Pricing

(A) For project and original works:

In the case of Extra items (items that are completely new, and are in addition to the items contained in the contract), the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis which shall include invoices, vouchers etc. and manufacturers specifications for the work failing which the rate approved later by the Engineer in charge shall be binding and the Engineer-in-charge shall within

prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determined the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved.

(B) DELETED

Deviation, Substituted Items, Pricing

(A) For project and original works:

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

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

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

(B) DELETED

Deviation, Deviated Quantities, Pricing

A) For project and original works:

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration

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to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In case the rates are not determined within following time limits:

- (i) If the Tendered value of work is up to Rs. 45 lac: 30 Days
- (ii) If the Tendered value of work is more than 45 lac and up to Rs. 2.5 Crore: 45 Days
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore: 60 Days

And no contrary intimation is given to the contractor within time limit prescribed above and the work is also allowed to continue at site as ordered for extra/substitute/ deviated items then it is construed that the rates claimed by the contractor are accepted by the Engineer-in-charge.

(B) DELETED

12.3 (A) For project and original works:

The provision 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 Schedule F and the Engineer-in-charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipts of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates

(B) DELETED

12.4 The contractor shall send to the Engineer-in-Charge once every three months, a upto date account giving completed details of all claims for additional payments to which the contract or may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits.

12.5 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

- (i) For Buildings: All works upto 1.2 meters above ground level or upto floor 1 level whichever is lower.

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- (ii) For abutments, piers and well staining: All works upto 1.2m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures: All works upto 1.2 meters above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works upto 1.2 meters above the ground level.
- (v) For basement: All works upto 1.2m above ground level or upto floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of subbase.

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

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

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii) NDMC shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery

from suppliers (for incorporation in or incidental to the work) provided, however NDMC shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by NDMC, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

- iii) If any materials supplied by NDMC are rendered surplus, the same except normal wastage shall be returned by the contractor to NDMC at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to NDMC stores, if so required by NDMC, shall be paid.
- iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

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

In the event of action being taken under clause-13, to reduce the scope of work, the contractor may furnished fresh Performance Guarantee on the same conditions, in the same manner and

at the same rate for the balance tender amount an iNitially valid up to the extended the date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer in charge may returned the previous performance Guarantee.

CLAUSE 14

Carrying out part work at risk & cost of contractor

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to NDMC, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

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

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on

account of loss or damage suffered by NDMC because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certified of the Engineer-in-charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by NDMC in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by NDMC as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to NDMC in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

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

CLAUSE 15

Suspension of Work

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

- (a) On account of any default on the part of the contractor or;
- (b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) For safety of the works or part thereof.

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

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

(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which

progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by NDMC or where it affects whole of the works, as an abandonment of the works by NDMC, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by NDMC, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 15 A

The contractor shall not be entitled to claim any compensation from NDMC for the loss suffered by him on account of delay by NDMC in the supply of materials in Schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the NDMC. This Clause 15A will not be applicable for works where no material is stipulated.

CLAUSE 16

Action in case work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly

accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

CLAUSE 17

Contractor Liable for Damages, defects during maintenance period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb,

fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

CLAUSE 18

Contractor to Supply Tools & Plant etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools, & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not, or which maybe 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 she is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the

work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

CLAUSE 18 A

Recovery of Compensation paid to Workmen

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

CLAUSE 18 B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, NDMC is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and safety arrangements for workers employed by NDMC Contractors, NDMC will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to

the rights of the NDMC under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, NDMC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NDMC to the contractor whether under this contract or otherwise NDMC shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the NDMC full security for all costs for which NDMC might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Contractor

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the Inters-State Migrant Workmen (regulation of Employment and conditions of service) Act, 1979.

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

Any failure to fulfill these requirements 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 19 B

Payment of wages: -

(i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

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

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

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

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's

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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 contractor shall indemnify and keep indemnified NDMC against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19 C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per NDMC Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

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

- (1) The number of labourers employed by him on the work,
- (2) Their working hours,

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- (3) The wages paid to them,
- (4) The accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

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

CLAUSE 19E

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

CLAUSE 19 F

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

1. Leave: -

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

2. Pay:-

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

(ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

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

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

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the NDMC a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties. Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the NDMC Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore

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

CLAUSE 19 H

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

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

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

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

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

(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutchra but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding

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ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

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

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

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

(iii) Water supply - The contractor(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 river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available and shall pay all fees and charges therefore.

(iv) The site selected for the camp shall be high ground, removed from jungle.

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

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

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

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

CLAUSE 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

CLAUSE 19J

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

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

CLAUSE 19K

Employment of skilled/semi-skilled workers

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The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC PMKVY (Pradhan Mantri Kaushal Vikash Yojna) or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall have skill card and skill certificate features a quick response code (QR Code) skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer –in- charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

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

Clause 19L

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order. Contractor will submit site wise, month wise, electronic challans cum returns (ECR) and submit its reference number (TRR No.) to Engineer-in-charge for reimbursement of ESI & EPF.

CLAUSE 20

Minimum Wages Act to be Complied with

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

CLAUSE 21: DELETED

CLAUSE 22

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

CLAUSE 23

Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

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 used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge or if the Engineer in charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer or where there is no Chief Engineer, the Chairman, NDMC who shall refer the disputes to Disputes Redressal Committee(DRC) within 15 days alongwith a list of disputes with amounts claimed if any in respect of each such dispute. The disputes Redressal committee(DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days extendable by 30 any day's by consents of both the parties from the receipt of reference from CE/Chairman, NDMC. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule "F". Provided that no party shall be represented before the Dispute Redressal Committee by an advocate /legal counsel etc. if the Dispute Redressal Committee(DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of dispute Redressal Committee(DRC) or expiry of time limit given above, then either party within a week of decision of the DRC may invoke jurisdiction of the Arbitrator and disputes shall be referred to the Sole Arbitrator after mutual agreement as per provision of the Arbitrator and conciliation Act,1996 (as amended). The "seat" as well as the "venue" of the Arbitration shall be at 'New Delhi'.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The CE/Chairman shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to

arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/Chairman for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

- a. A party fails to appoint the second Arbitrator, or
- b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Chairman, NDMC shall appoint the second or Presiding Arbitrator as the case may be.

(ii) Disputes or difference shall be referred for adjudication through arbitration by a tribunal having sole arbitrator where Tendered amount is Rs.100 Crore or less. Where Tendered Value is more than Rs.100 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC.

It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer. This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996(26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases 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 the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act.

The place of arbitration shall be as mentioned in Schedule-“F”. In case there is not mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in Consultation with both the parties. Failing any such agreement, then the arbitral tribunal shall decide the Venue.

CLAUSE 26

Contractor to indemnify NDMC against Patent Rights

The contractor shall fully indemnify and keep indemnified the NDMC against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against NDMC in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the NDMC if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-charge in this behalf.

CLAUSE 27:DELETED

CLAUSE 28

Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above,

the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 29

Withholding and lien in respect of sum due from contractor

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-charge or NDMC will be kept withheld or retained as such by the Engineer-in-charge or NDMC till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the

Contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in charge or the NDMC shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(ii) NDMC shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for NDMC to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by NDMC to the contractor, without any interest thereon whatsoever.

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

CLAUSE 29A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or NDMC or any other contracting person or persons through Engineer-in-charge against any claim of the Engineer –in-Charge or NDMC or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer–in-Charge or the NDMC or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-charge or the NDMC will be kept withheld or retained as such by the Engineer-in-charge or the NDMC or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or

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damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30: DELETED

CLAUSE 31

Unfiltered water supply

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

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

CLAUSE 31 A

Departmental water supply, if available

Water if available may be supplied to the contractor by the department subject to the following conditions: -

- (i) The water charges @ 1 % shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the NDMC water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32

Alternate water arrangements

- (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the NDMC, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- (ii) **DELETED**

CLAUSE 33: DELETED

CLAUSE 34: DELETED

CLAUSE 35: DELETED

CLAUSE 36

Employment of Technical Staff and employees

Contractors Superintendence Supervision, Technical Staff & Employee:

- (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor

in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

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

If the Engineer-in-charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a

certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of this duties or whose employment is otherwise considered by the Engineer-in-charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 37

Levy/Taxes payable by Contractor

(i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and NDMC shall not entertain any claim whatsoever in this respect. Except as provided under clause-38.

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

(iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the NDMC and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the NDMC and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 38

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

(i) All tendered rates shall be inclusive of any tax, levy or Cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and other construction workers Welfare Cess or any Tax, levy or Cess applicable on inputs.

However, effect of variation in rates of GST or Building and other constructions workers Welfare Cess or imposition or repeal of any other Tax, levy or Cess applicable on outputs of the works contracts shall be adjusted on either site, increase or decrease.

Provided further that for Building and other contraction workers Welfare Cess or any Tax (other than GST), levy or Cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of Taxes/levies/Cess.

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

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the NDMC and/or the Engineer-in-charge and shall also furnish such other information/document as the Engineer-in-charge may require from time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39

Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the NDMC shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40

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

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

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

CLAUSE 41

No Engineer to work as Contractor within one year of retirement

No engineer or other officer employed in NDMC shall work as a contractor or employee of a contractor for a period of one year after his retirement from NDMC service without the previous permission of NDMC in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of NDMC as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 42

Return of material & recovery for excess material used

(i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance – (see Clause 10), theoretical quantity of materials issued by the NDMC for use in the work shall be calculated on the basis and method given hereunder: -

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(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.

(d) For any other material as per actual requirements.

(ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor. For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

(iii) The said action under this clause is without prejudice to the right of the NDMC to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 43

Compensation during warlike situations

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

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

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-charge.

CLAUSE 44

Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 45

Release of Security deposit after labour clearance.

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

7.2 N.D.M.C. SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

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3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least ¼" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6 (a) Excavation and Trenching – All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

6. (b) safety measures for digging bore holes: -

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(i) If the bore well is successful, it should be safety capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse.

(ii) During drilling, sign boards should be erected near the site with the address of the drilling contractor and the Engineer in Charge of the work;

(iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

(iv) After drilling the bore well, a cement platform (0.50mX0.50mX1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing.

(v) After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;

(vi) After the bore well is drilled the entire site should be brought to the ground level.

7. Demolition – Before any demolition work is commenced and also during the progress of the work,

(i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

(ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

(iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

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The following safety equipment shall invariably be provided: -

- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
- iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to: -
 - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

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p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-charge regarding the steps to be taken in this regard in an individual case will be final.

vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -

a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. An additional clause (viii)(i) of New Delhi Municipal Council Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

v) Overall shall be worn by working painters during the whole of working period.

vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

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vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of NDMC

viii) NDMC may require, when necessary medical examination of workers.

ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -

i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good

working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension

Shall be of durable quality and adequate strength, and free from patent defects.

ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify

the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting an appliance should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-charge of the department or their representatives

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

7.3 Models Rules for the Protection of Health and Sanitary Arrangements for Workers

Employed by N.D.M.C. or its Contractors

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

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

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

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

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

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.

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10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 12. Ointment for burns.
 13. A bottle of suitable surgical antiseptic solution.
- b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.
1. 12 small sterilized dressings.
 2. 6 medium size sterilized dressings.
 3. 6 large size sterilized dressings.
 4. 6 large size sterilized burn dressings.
 5. 6 (15 gms.) packets sterilized cotton wool.
 6. 1 (60 ml.) bottle containing two per cent alcoholic solution iodine.
 7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.

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

4. DRINKING WATER

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

5. WASHING FACILITIES

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

6. LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale namely:-
 - (a) Where females are employed, there shall be at least one latrine for every 25 females.
 - (b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

(ii) Every latrine shall be under cover and so partitioned off as to secure privacy and shall have a proper door and fastenings.

(iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

(iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.

(b) The notice shall also bear the figure of a man or of a woman, as the case may be.

(v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen,

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as the case may be exceeding 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.

(vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in clean and sanitary condition at all times.

(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

(vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

(viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

(ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

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

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

8. CRECHES

(i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children

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under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b & c.

(ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

(iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.

(iv) The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

(v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

(i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

(ii) The canteen shall be maintained by the contractor in an efficient manner.

(iii) The canteen shall consist of at least a dining hall, kitchen, and storeroom, pantry and washing places separately for workers and utensils.

(iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

(v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.

(vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

(vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

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(viii) Suitable arrangements shall be made for the collection and disposal of garbage.

(ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

(x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10sqft) per diner to be accommodated as prescribed in sub-Rule 9.

(xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

(b) Washing places for women shall be separate and screened to secure privacy.

(xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule

(xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provide

for the cleaning of utensils and equipments.

(xiv)The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

(xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.

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(xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:

(a) The rent of land and building.

(b) The depreciation and maintenance charges for the building and equipments provided for the canteen.

(c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils

(d) The water charges and other charges incurred for lighting and ventilation.

(e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.

(xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

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

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

12. AMENDMENTS

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

7.4 CONTRACTOR'S LABOUR REGULATIONS

1. SHORT TITLE

These regulations may be called the Contractors Labour Regulations.

2. DEFINITIONS

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i) Workman means any person employed by N.D.M.C or its contractor directly or indirectly through a subcontractor with or without the knowledge of the New Delhi Municipal Council to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person: -

a) Who is employed mainly in a managerial or administrative capacity: or

b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or

c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.

ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

3. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

(iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

(b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled rest day wages at the rate applicable to the next preceding day, provided he has worked under contractor for a continuous period of not less than 6 days.

c) Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. PAYMENT OF WAGES

i) The contractor shall fix wage periods in respect of which wages shall be payable.

ii) No wage period shall exceed one month.

iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his Bank Account.

vii) All wages shall be paid Through Bank or ECS or online transfer.

viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-charge under acknowledgment.

x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.

xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form: -

"Certified that the amount shown in column Nohas been paid to the workman concerned through bank account of labour on..... at"

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following: -

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

(e) Any other deduction which the NDMC Central Government / Delhi Government may from time to time allow.

(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note: - An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X

(iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

(iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

(v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

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

7. LABOUR RECORDS

(i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)

(ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).

(iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).

(iv) Register of accident – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

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

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

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

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

(vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)

(viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

8. ATTENDANCE CARD-CUM-WAGE SLIP

(i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form (Appendix-VII)

(ii) The card shall be valid for each wage period.

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

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS

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

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

13. REPORT OF LABOUR OFFICER

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

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

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
 - a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - a) An officer of an association of employers of which he is a member.
 - b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.

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c) Where the employer is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSIONS OF RETURNS

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

18. AMENDMENTS

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

Appendix ‘I’

PROFORMA OF REGISTER

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the Contractor.....

Name and location of the work

Name of the employee	Father’s/husband’s name	Nature of employment	Period of actual employment	Date on which notice of confinement
1	2	3	4	5

Date on which maternity leave commenced and ended

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

Leave pay paid to the employee

In case of delivery		In case of miscarriage		Remarks
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

Appendix ‘II’

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT
ADMISSIBLE TO THE CONTRACTOR’S LABOUR IN

New Delhi Municipal Council WORKS

Name and address of the contractor.....

Name and location of the work

.....

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

Appendix ‘III’

Labour Board

Name of work

Name of Contractor

Address of Contractor

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

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

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

Name of Labour Enforcement Officer.....

Address of Labour Enforcement Officer

Incase of delivery		Incase of miscarriage		Remarks
Rate of leave pay	Amountpaid	Rate of leave pay	Amountpaid	
11	12	13	14	15

Weekly holiday.....

Wage period

Date of payment of wages

Working hours

Rest interval

Appendix – ‘IV’

Form-XIII (See Rule 75)

Register of Workmen Employed by Contractor

FORM XIII

Name & address of contractor.....

Name & location of work.....

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

Name & address of Principal Employer.....

Sr. No	Name & surname of workmen	Age and sex	Father's/Husband Name	Nature of employment/ designation	Permanent home address of the workman (Village & The Tahsil, Taluk & District)
1	2	3	4	5	6

Local address	Date of commencement of employment	Sig. or thumb impression of the workman	Date of termination of employment	Reasons for termination	Remarks
7	8	9	10	11	12

Appendix-V

Form-XVI (See Rule 78(2)(a))

Muster Roll

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer.....For the Month of
fortnight.....

Sl.No.	Name of workma	Sex	Father's/ husband 's name	Dates					Remarks
				1	2	3	4	5	
1	2	3	4	5					6
				1	2	3	4	5	

APPENDIX -VI

FORM XVII (See Rule 78 (2)(a))

REGISTER OF WAGES

Name & address of contractor.....

Name & location of work.....

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

Name & address of Principal Employer.....Wage period:
Monthly/Fortnightly.....

	Name of workman	Sl. No. in the register of workman	Designation/nature of work done	No. of days worked	UNits of work done	Daily rate of wages/piece rates
1	2	3	4	5	6	7

Amount of wages earned	Deductions if any (indicate nature)	Net amount paid	Sig. or thumb impression of the workman	Initials of contractor or his representative

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Basic wages	Dearness allowances	Over time	Other case payment (indicate nature)	Total				
8	9	10	11	12	13	14	15	16

Appendix-VII

WAGE CARD

Wage Card No:.....

Name and address of Contractor.....Date of issue:.....

Name and location of work :.....Designation :.....

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

Date	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Morning																
Evening																
initials																

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

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

Signature

Appendix ‘VII’

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

Wages Slip

Name and Address of contractor

Name and Father’s/husband’s name of workman.....

Nature and location of work

For the Week/Fortnight/Month ending

1. No. of days worked
2. No. of units worked in case of piece rate workers.....
3. Rate of daily wages/piece rate
4. Amount of overtime wages
5. Gross wages payable
6. Deduction, if any
7. Net amount of wages paid

Initials of the contractor or his representative

Appendix ‘VIII’

Form-XIV [See rule 76]

Employment Card

Name and Address of contractor

Name and address of establishment under which contract is carried on

Name of work and location of work

Name and address of Principal Employer

1. Name of the workman.....

2. Sl. No. in the register of workman employed

3. Nature of employment/designation

4. Wage rate (with particulars of unit in case of piece work)

5. Wage period

6. Tenure of employment

7. Remarks

Signature of Contractor

Appendix – ‘IX’

Form-XV (See Rule 77)

Service Certificate

Name and address of contractor

Nature and location of work

Name and address of workman

Age or date of birth

Identification marks

Father’s Husband’s Name

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

Name and address of Principal Employer.....

Sr No.	Total Period for which employed		Nature of Workdone	Rate of wages (with particular of unit in case of piece work)	Remarks
	From	To			
	2	3	4	5	6

Appendix 'X'

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of NDMC.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the NDMC or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.

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15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.

Department and for which the contractors are compelled to undertake rectifications.

16. Making false complaints and/or misleading statements.

17. Engaging on trade within the premises of the establishments.

18. Any unauthorized divulgence of business affairs of the employees.

19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.

20. Holding meeting inside the premises without previous sanction of the employers.

21. Threatening or intimidating any workman or employer during the working hours within the premises.

APPENDIX – ‘XI’

Form-XV (See Rule 77)

FORM XII (See Rule 78 (2) (d))

REGISTER OF FINES

Name & address of contractor.....

Name & location of work.....

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

Name & address of Principal Employer.....

Sl. No.	Name of workman	Father's/Husband Name	Designation/ nature of employment	Act/Omission for which the fine imposed	Date of offence	Whether workman showed cause against fine
1	2	3	4	5	6	7

Name of person in whose presence employee's explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realized	Remarks
8	9	10	11	12

APPENDIX – ‘XII’

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

Name & address of contractor.....

Name & location of work.....

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

Name & address of Principal Employer.....

Sl. No.	Name of workman	Father's/Husband Name	Designation/nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction
1	2	3	4	5	6	7

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

APPENDIX – XIII

FORM XXII (See Rule 78(2)(d))

REGISTER OF ADVANCES

Name & address of contractor.....

Name & location of work.....

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

Name & address of Principal Employer.....

Sl. No.	Name of workman	Father's/Husband Name	Designation/ nature of employment	Wage and payable	period wages	Date and amount of advance given
1	2	3	4	5	6	6

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

APPENDIX – XIV

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

Name & address of contractor.....

Name & location of work.....

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

Name & address of Principal Employer.....

Sl. No.	Name of workman	Father's/Husband Name	Sex	Designation/ nature of employment	Date on which overtime worked
1	2	3	4	5	6

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

APPENDIX XV

Notice for appointment of Arbitrator

[Refer Clause 25]

To

The Chairperson, NDMC,

.....

.....

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:-

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed

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13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant

(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully,

(Signature)

Copy in duplicate to:

Executive Engineer,
Water Supply Department,
New Delhi Municipal Council,
Room No. 231, SBS PLACE, Gole Market, New Delhi-110001

Appendix-XVI

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING OF MILESTONES

[Refer Clause 5.3]

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Rescheduling of milestones done previously

Milestone No. already rescheduled	EE's letter No. and Date	Reschedule of milestones done	
		Original date	Rescheduled Date
(A) 1 st Milestone			
(B) 2 nd Milestone			

Rescheduling of milestones applied for

Milestone No. for which rescheduling is applied	Original /rescheduled Date	Details and period of hindrances	Comments of Executive Engineer	Proposed rescheduled date of
(A) 1st Milestone				
(B) 2nd Milestone				

Submitted to the Sub divisional Officer
contractor/dated

Signature of

Note*With respect to Sr. 1 above, the Executive Engineer will make suitable provision in the tender schedules to enable the contractor to exercise the option (Clause-6 or 6A) at the time of tender submission for works with Estimated Cost Rs.15 Lakhs or less.

Executive Engineer (Civil)

Appendix-XVII

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIMES

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

	Letter No. and date	Extension granted	
		Months	Days
(a) 1 st extension			
(b) 2 nd extension			
(C) 3 rd extension			
(d) 4 th extension			
(e) total extension previously given			

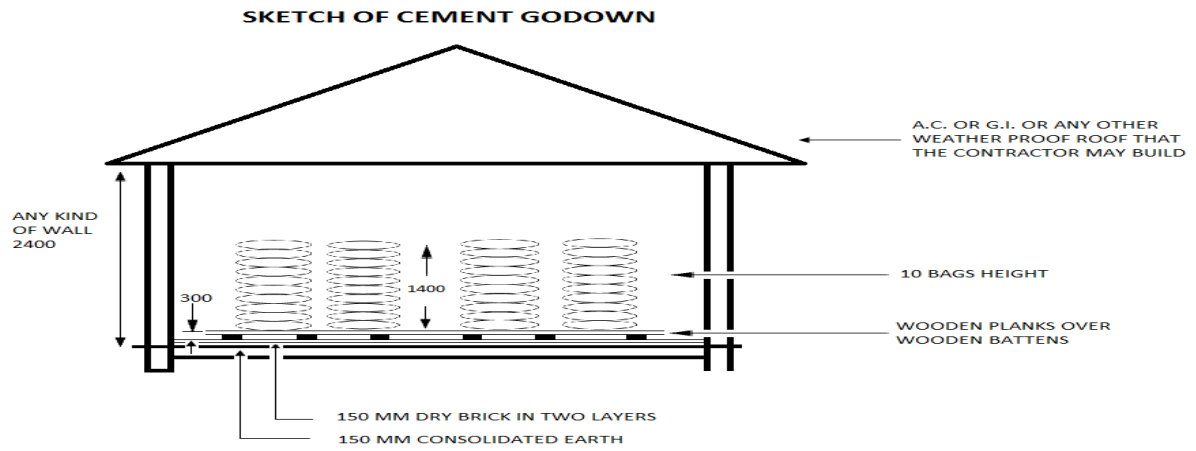
9. Reason for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for.
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely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

Submitted to the authority indicated in Schedule F with copy to the Engineer in charge and Sub Divisional officers

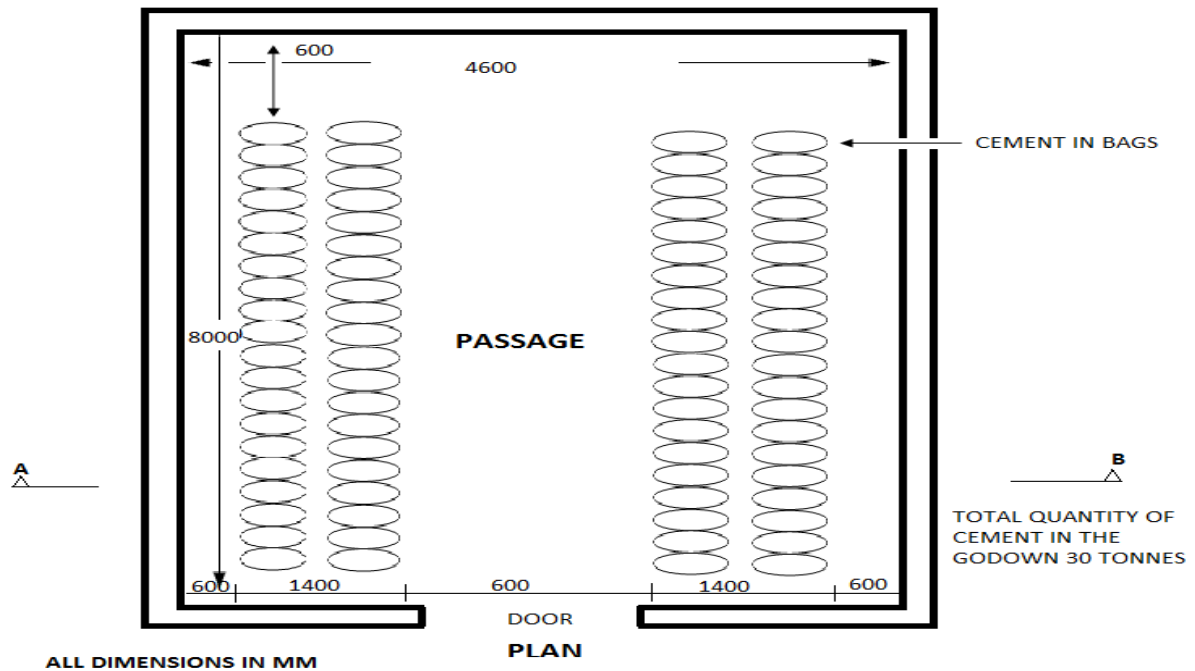
Signature of contractor

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Dated:-



SECTION AB



Performa for Earnest Money (Bank Guarantee)

In consideration of the New Delhi Municipal Council (hereinafter called “The NDMC ”) having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called “the said Contractor(s)”) for the work..... (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the NDMC an amount not exceeding Rs. (Rupees..... Only) on demand by the NDMC.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the NDMC stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said bank further undertake to pay the NDMC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be

enforceable till all the dues of the NDMC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Secretary NDMC on behalf of the NDMC certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the NDMC that the NDMC shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NDMC against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the NDMC or any indulgence by the NDMC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the NDMC in writing.

8. This guarantee shall be valid up tounless extended on demand by the NDMC.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

Bank Guarantee Bond

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound upto Secretary,NDMC in the sum of Rs..... (Rs. in words) for which payment well and truly to be made to the said Secretary NDMC the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20.. . THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Secretary NDMC either up to the above amount or part thereof upon receipt of first written demand, without the NDMC having to substantiates its demand, provided that in his demand the NDMC will note that the amount claimed by NDMC is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

Transforming Water Supply System in NDMC Area Phase 1

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the NDMC, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....

WITNESS.....

SIGNATURE OF THE BANK

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 90 days for single bid works and 180 days for two bid system from last date of receipt of tender.

Transforming Water Supply System in NDMC Area Phase 1

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities as Per BOQ

SCHEDULE 'B' : DELETED

SCHEDULE 'C' : DELETED

SCHEDULE 'D'

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

SCHEDULE 'E'

Name of Work	Providing 24x7 water supply in NDMC area.
Sub-Head:	Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area
EarnestMoney	Rs. 80,00,000/- (Rupees Eighty Lakhs Only) (To be returned after receiving performance guarantee)
PerformanceGuarantee	5%of tenderedvalue of the work.
SecurityDeposit	2.5% of tendered value plus 50% of PG for contracts involving maintenance of the building and services/ other work after construction of same building and services/other work.

SCHEDULE 'F'

GENERAL RULES& DIRECTIONS: Officerinvitingtender	Executive Engineer (WS)
Maximumpercentageforquantityof items ofwork tobe executedbeyond which rates areto be determinedinaccordancewith Clauses12.2&12.3:	See below
DefiNitions:	Executive Engineer (WS).
2(v) Engineer-in-Charge	As per delegation of power.
2(viii) AcceptingAuthority	15%
2 (x)Percentageoncostof materialsand Labourtocoveralloverheadsand profits:	DSR-2016 CPWD with upto date correction slips
2 (xi) StandardScheduleof Rates	Civil Engineering Department
2 (xii) Department	NA
9 (ii) Standard NDMC ContractForm	15 Days
Clause 1 (i) Timeallowedforsubmissionof PerformanceGuarantee, Programme Chart (Time and Progress) and applicable labour licenser, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof fromthedata of issueof letterof acceptance	15 Days
(ii)Maximumallowable extension with late fee @ 0.1%	15 Days

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per day of Performance Guarantee amount beyond the period provided in (i) above	
Clause 2 Authority for fixing compensation under clause 2	As per delegation of power.
Clause 2A Whether Clause 2A shall be applicable	No
Clause 5 Number of days from the date of issue of letter of acceptance for reckoning date of start	15 Days

Clause-5,

Schedule of handing over of site.

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	100%	NA
Part B	Portions with encumbrances		NA
Part C	Portions dependent on work of other agencies.		NA

Schedule of issue of Designs

Part	Portion of Design	Description	Time period for issue of design reckoned from date of receipt of tenders.
Part A	Portion already included in NIT		NA
Part B-1	Portion of Architectural designs to be issued		NA
Part B-2	Portions of Civil Designs to be issued		NA
Part B-3	Portions of E&M Designs to be issued.		NA

Clause-5.2

Clause-5.2

Nature of Hindrance Register - Physical

Transforming Water Supply System in NDMC Area Phase 1

(Either Physical or Electronic).

Clause-5.4

Schedule of rate of recovery for delay in submission of the modified programme in terms of delay days.

Sl. No.	Contract Value	Recovery Rs.
I	Less than or equal to Rs.1.00 Crore	500.00
II	More than Rs.1.00 Crore but less than or equal to RS.5.0 Crore	1000.00
III	More than Rs.5.00 Crore but less than or equal to RS.20 Crores	2500.00
IV	More than Rs.20.00 Crore	5000.00

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

Sr. No.	Description of mile stone (physical)	Time allowed in months (From date of start)	Amount to be withheld in case of non-achievement of milestones
1.	1/8 th of whole work	3	In the event of not achieving the necessary progress as assured from running payment. 1% of the tendered value of work will be withheld for failure of each milestone.
2.	3/8 th of whole work	6	
3.	3/4 th of whole work	9	
4.	Full work	12	

Time allowed for execution of work : One Years.

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Authority to decide	
(i) Extension of time	As per delegation of power.
(ii) Rescheduling of milestones	Superintending Engineer in charge.
(i) Shifting of date of start in case of Delay in handing over of site	Superintending Engineer
Clause 6, 6 A Clause applicable –(6 or 6A)	6 A
Clause 7 Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	
Clause 7 A Whether Clause 7A shall be applicable.	

Clause-8B

- (i) This shall not apply for maintenance or upgradation contracts not involving any services
(ii) For other works, the limit shall be as below:-

Sl. No.	Contract Value	Limit
I	Less than or equal to Rs.1.00 Crore	2,000.00
II	More than Rs.1.00 Crore but less than or equal to Rs.5.00 Crore	5,000.00
III	More than Rs.5.00 Crore but less than or equal to Rs,20.00 Crore	25,000.00
IV	More than Rs.20.00 Crore	50,000.00

Clause 10 A

List of testing equipment to be provided by the contractor at site lab

Test to be got done throughout side / NDMC Labs.

Clause 10 B (ii)

Whether clause 10 B (ii) shall be applicable

No

Clause 10 C

Component of labour expressed as percent of value of work

5%

Clause10CA: DELETED

Clause10CC: DELETED

Clause 11 Specifications to be followed for execution of work	CPWD specification Vol I & II of 2009 with upto date correction slips and RFP Volume III.
Clause 12 i) Type of Work	Original Work - Up-gradation work.
ii) 12.2 & 12.3 Deviation Limit beyond which clauses (12.2) & (12.3) shall apply for building work	30% (Thirty) percentage
Clause 12.5	30% (Thirty) percentage

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(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work) (ii) Deviation Limit for items in earth work subhead of DSR or related items	100% (Hundred) percentage
Clause 16 Competent Authority for deciding reduced rates.	Chief Engineer (Civil)
Clause 18 List of mandatory machine. Tool and plant to be deployed by the contractor at site	As per requirement and direction of Engineer– in–Charges

Clause 25.

The place of arbitration shall be as mentioned in Schedule-“F”. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the **Arbitral Tribunal in Consultation with both the parties. Failing any such agreement, then the arbitral tribunal shall decide the Venue.**

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC
DRC shall constitute _____ Members	Chairman / Chairperson, NDMC

Clause 36 (i)

Requirement of technical representative and recovery rates.

Sr. No	Minimum Qualifications and experience required for Principal Technical Representative.	Discipline	Designation (Principal Technical / Technical representative)	Minimum experience (years)	Number	Rate which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer Or	Civil Or	Project Manager)	20 Years (and having experience of one similar nature of work)	1	Rs. 60,000/- P.M.	Rs. Sixty Thousand only per month
2	Graduate Engineer	Civil	Dy. Project Manager	12 Years (and having experience of one similar nature of work)	1	Rs. 40,000/- P.M. per person	Rs. forty Thousand only per month per person

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3	Graduate Engineer or Diploma Engineer	Civil	Project Planning /site/billing Engineer	05 Years or 10 Years	2	Rs. 25,000/- P.M. per person	Rs. Twenty Five Thousand only per month per person
4	Graduate Engineer	Civil	Quality Engineer	08 years	1	Rs. 25,000/- P.M.	Rs. Twenty Five Thousand only per month
5	Diploma Engineer	Civil	Surveyor	08 years	1	Rs. 15,000/- P.M.	Rs. Fifteen Thousand only per month
6	Graduate Engineer	Civil	Project Planning /site/billing Engineer	06 years	1	Rs. 20,000/- P.M.	Rs. Twenty Thousand only per month

~~Assistant Engineer retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.~~

~~Diploma holder with minimum 10 years relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.~~

Clause 42	
(i) (a) Schedule / statement for determining theoretical quantity of cement and bitumen on the basis of Delhi Schedule of Rates,2016 printed by CPWD.	DSR-2016 CPWD with upto date correction slips
(ii) Variations permissible on theoretical quantities	± 3%

(a) Cement for works with estimated cost put to tender not more than Rs.5 Lakhs. For works with estimated cost put to tender more than Rs.5 Lakhs.	$\pm 2\%$ 2.5% plus only and nil on minus side.
(b) Bitumen for All works.	$\pm 2\%$
(c) Steel Reinforcement and structural steel sections for each diameter, section and category.	NIL
(d) All other materials	

CEMENT:

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the Bidder.	
		Excess beyond permissible variation	Less use beyond permissible
1.	Cement	--	---
2.	Steel Reinforcement	---	
3.	Structural Sections	---	---
4.	Bitumen issued free	---	---
5.	Bitumen issued at stipulated fixed price	---	---

7.5 GENERAL CONDITIONS

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

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

2. No. revision in rates due to change/closure of sources of materials: - Collection of materials at the site of work for the proper execution of the work as per specifications shall include all leads and lifts. The rates of various items of work shall hold good irrespective of the quarry or source from which materials are brought so long as these conform to the specifications. Closure or change of any particular quarry or source shall not entitle the contractor to claim any revision in rates.
3. Some restrictions may be imposed by the police authorities etc. on the working and/or movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and no claim of payment on this account whatsoever shall be entertained.
4. Compensation for damage by rains, floods or other natural calamities: - No compensation for any damage caused to the work or materials by rains, floods or other natural calamities shall be paid to the contractor. The contractor shall have to make good all such damages at his own cost as per the directions of the Engineer-in-charge failing which the damages shall be made good by the Engineer-in-charge at the risk and cost of the contractor.
5. Work on Sundays and holidays: - If the contractor shall execute any work not in ordinary working hours in the absence of the Engineer-in-Charge or his authorized representative and without having previously given him sufficient notice in writing that such work was about to be executed, he shall take up and reconstruct any work so executed at his own cost and expenses if ordered to do so by the Engineer-in-Charge in writing under his hand.
6. Work not done in ordinary working hours: - If the contractor shall execute any work, not in ordinary working hours, in the absence of the Engineer-in-charge or his authorized representative and without having previously given him sufficient notice in writing that such work was about to be executed, he shall take up and reconstruct any work so executed at his own cost and expenses, if ordered to do so by the Engineer-in-charge in writing under his hand.

7. Clearance of site: - The contractor shall clear the site of work simultaneously as the work proceeds failing which the same shall be got cleared by the Engineer-in-charge at the risk and cost of the contractor by giving him one day notice.
8. Disposal of materials of offensive nature: - All night soil, filth or other materials of an offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface of any street, road or where it is likely to be a nuisance or passed into any sewer or drain but shall at once be removed by the contractor from the site to suitable dumping ground.
9. Facilities to other contractors:- The contractor shall in accordance with the requirements of the Engineer-in-charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly authorized agency which may be employed at the site on execution of any work not included in this contract or of any contract which the N.D.M.C may enter into in connection with or ancillary to the work.
10. Work in different parts to be executed simultaneously: - The contractor shall progress in the different parts of the work simultaneously as far as possible so that minimum breakage and repairs are involved. The entire work shall be handed over in a satisfactory finished state.
11. Conditions regarding taking over completed portion of work :- During the progress of the work, completed portions of the work may be put to use by the Engineer-in-charge and the contractor shall remain fully responsible for maintenance of the work till the entire work covered by the contract is satisfactorily completed and a certificate of completion given by the Engineer-in-charge. Maintenance of the work during the defect liability period shall be governed by the relevant clauses of conditions of contract.
12. Possession of site: - The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the contractor shall be defined and/or marked on the site plan and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the contract, such use or occupation shall not confer any right of tenancy of the land to the contractor and the contractor shall vacate the land on demand by the Engineer-in-charge.

13. Occupation of private land: - The contractor shall not, except with the consent of the occupiers thereof, form temporary roads nor cart any earth or materials nor place any excavated or other materials and T & P upon private land and any damage done to any property whatever contiguous to the work or otherwise shall be at the sole risk and cost of the contractor. The contractor shall also pay for all damages caused by or incidental to the work in whatever manner occasioned and shall indemnify the N.D.M.C from any liability in respect thereof, and the amount of any claim made upon it in consequence of such damages by the contractor, which it may have to pay, shall be deducted by the Engineer-in-charge from any money due to or may become due to the contractor.
14. The contractor shall not occupy or obstruct by his operations more than one half of the width of any road or street at any one time. However, in unavoidable conditions the contractor shall obtain the consent of the Engineer-in-charge in writing before closing any road to vehicular traffic and the footwalks shall be kept clear at all times. The contractor shall at his own expense and charges, provide and maintain in good working condition all fencing, boarding, strutting, diversions, barricades, cautionary signs, signals, speed limit boards, red and green flags and red light at night with sufficient number of chowkidars and other safety measures while the work is in progress or blocking or cutting roads and laying pipe lines or where ever otherwise necessary and all enclosures for materials or T & P on works, for protection of public and proper guidance of traffic. The signs set up shall be of approved design and of reflectory type if so desired. Temporary warning lamps installed at all barricades during the hours of darkness shall be kept lit at all times. The contractor shall also provide suitable passage ways over the trenches for access to various buildings, roads and service lanes etc.
- In case the contractor fails to comply with the aforesaid arrangements, the same shall be made by the Engineer-in-charge at the risk and cost of the contractor.
15. The contractor shall store materials, whether brought by the contractor or supplied by the N.D.M.C keep the T & P, install water & power system, electrical and mechanical equipments and construct all temporary structures etc. on the site only at places approved by the Engineer-in-charge. Should such places be required by the Engineer-in-charge for any other purposes, the contractor shall clear the places within such time as may be instructed by the Engineer-in-charge. In case of default, the same shall be got cleared by the Engineer-in-charge at the risk and cost of the contractor.

16. Temporary access to the site: - The contractor shall provide on-site temporary access to the site and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damages done to the site.
17. The contractor shall be bound to bear the expenses of defence of every suite, action or other proceedings at law that may be brought by any person for injury sustained or damages to any property, whatsoever, which may arise out of or in consequence of the construction and maintenance of works owing to neglect of the proper precautions and to pay any damages and costs which may be awarded in such suite, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by such person. He shall also indemnify and keep indemnified the N.D.M.C against all damages and costs consequent upon such claims arising from any such injuries or damages to person(s) or property.
18. All other provisions remaining unchanged, the contractor shall be allowed to pitch tents only as per the instructions of the Engineer-in-charge in place of huts (now not allowed) of walls and roofs of prescribed specifications for labour and other alike structures, temporary or otherwise including sanitary arrangements, as per the provisions of Model Rules and Fair Wage Clause
19. Income tax deductions: - Income tax, as applicable under the Income Tax Rules framed from time to time by the Govt. of India, at the prescribed rates shall be recovered from each bill of the contractor.
- 19A. GST deductions: - GST applicable under GST Rules, Department of Trade and Taxes, Govt. of NCT of Delhi at the prescribed rates shall be recovered from each bill of the contractor.
- 19B Cess @ 1% of the cost of construction/work incurred by an employer for the purpose of Building and other Construction workers (Regulation of Employment and conditions of service) Act 1996 shall be deducted at source from the Bills of the Contractor/firms.
- 19 C. DELETED
- 19 D. “The goods, including for works contract, shall be supplied by bidder or its authorized distributor in Delhi and against a sale invoice issued from Delhi. The delivery of goods shall also be made from Delhi. The bidder dealer or its authorized distributor, as the case may be, who supplies the goods should be

registered with the GST Department and carry a valid Tax Identification Number issued by it. The bidder shall, however, be responsible for compliance with all conditions, warranties/guarantees, irrespective of the fact that the goods are supplied by him directly or through its authorized distributor, Further, the quoted bid price in the tender shall be inclusive of all taxes and duties.

The pre-authorized agencies shall also ensure the following: -

“Delivery of goods is made from Delhi and against a sale invoice issued from Delhi. The dealer supplying goods should be registered with the GST Department and carry a valid Tax Identification Number issued by it”.

20. Treasure, trove, fossils, etc.: All fossils, coins, articles of value or antiquity, any structures and other remains or things of geological and archaeological interest discovered on the site shall be absolute property of the N.D.M.C and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer-in-charge with such discovery and carry out the Engineer-in-charge's directions as to the disposal of the same.
21. Arrangements for electric & water connection: - The contractor shall make his own arrangements for obtained electric & water connection, if required, and make necessary payments direct to the department concerned.
22. Cutting of C.I. Pipes: - The damaged portion of the cracked C.I. pipes, if issued from the N.D.M.C stores, shall be cut at a point 15 cm. beyond the visible extremity of the crack and cracked portion received from the stores plus 15 cm shall be treated as C.I. scrap. No claim for cutting of C.I. pipes, carriage of cracked portion from the stores and returning back the scrap to the stores shall be entertained.
23. The costly parts such as spindles of valves etc. shall be removed by the contractor from the valves and kept in his safe custody and the same shall be re-fixed before completion of work or as and when desired by the Engineer-in-charge. No claim on this account whatsoever shall be entertained.
24. The contractor shall submit, if desired, samples, drawings, equipment characteristics and capacity data etc. of equipments, accessories, devices etc. that he proposes to use in the installations (if any) to the Engineer-in –charge for approval.

25. Provision of appliances at site: - The contractor shall provide and maintain at his own cost appliances at site in good working condition required for conducting tests at site such as balance, set of standard sieves and dial type thermometer etc. complete as per requirements of the Engineer-in-charge in order to enable the Engineer-in-charge or his representative to conduct field tests etc. to ensure that the quality of work is in accordance with the prescribed specifications.
26. Potholes and depressions shall be repaired at least one day prior to surfacing of the road.
27. The contractor shall remove all bitumen spots on kerbs and channels and all heaps of wasted mix from gully gratings, bell mouths and other interception arrangements at the end of day's work failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor.
28. Conditions for building and allied works: -
- (a) Whenever recessed fittings are required to be provided, the contractor shall keep necessary recesses in building work during its execution itself failing which the contractor shall make all such recesses, grooves etc. and make good the damages at his own cost unless otherwise specified in the schedule of quantities.
 - (b) The Engineer-in-Charge shall require, where he may deem so necessary, to provide grooves of approved pattern between various surfaces such as timber/plaster, concrete or exposed concrete/brick work, ceilings/wall, skirting/plaster, between contractor's rates for various items are deemed to include the cost of making such grooves.
 - (c) For concrete and RCC work, no extra payment shall be made for leaving recesses, holes and other openings for services and finishing them to correct sizes and making sunk positions or troughs for carrying pipes or fixing other fittings, marking RCC members of different shapes and thick nesses as per drawings, embedding hooks, suspenders, dowels, clamps holts, pipe sleeves etc. as directed, leaving slits, grooves, rebates and drip moulds in required positions, providing holes for embedding railings, protecting fresh concrete against damage by rain, making brackets of required shapes, laying concrete to different slopes, cambers and curves, allowing other authorizes agencies (if any) to work simultaneously for completing their part of the work and resetting minor displacements in form work or reinforcement after other agencies have completed their part of the work.

(d) The structural and architectural drawings (if any) shall be properly correlated at all time before executing any work Architectural requirements shall be fully satisfied in those items where specific mention is made “Architect’s Drawings”, Architect’s design “Architect’s Approval”, etc. In addition, for finishing items samples shall be prepared for prior approval before starting the work on these items.

29. The aforesaid conditions shall be read and construed as forming integral part of contract.

Additional Condition

1. The contractor shall get himself registered as per section –7 of the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and all the workers employed on the work shall be registered as beneficiary as per section – 12 of the said act before release of payment.
2. The contractor shall properly maintain Register of beneficiaries, Health Register, Register of wages / muster roll and report of accident as per various forms under the Delhi Building and other construction workers (Regulation of Employment and conditions of service) Rules, 2002.
3. The contractor shall submit the proof of payment to their labour/workers through ECS alongwith each running account/ final bill.
4. The CEMENT and STEEL shall be arranged by the contractor.

7.6 SPECIAL CONDITIONS

1. The bidder has to execute agreement after award of contract with water meter manufacturer to satisfying specification of meter mention in the RfP documents Vol 3 with clear mention of roles and responsibilities of bidder and meter manufacturer.
2. The bidder shall provide an undertaking to create Customer Care Centre in New Delhi / NDMC Area within 6 (six) months from the date of work order.
3. The bidder shall provide an undertaking to create a meter calibration test bench and service centre in NDMC Area within 6 (six) months from the date of work order. The bidder shall operate and maintain the test bench for the entire contract duration and then hand-over the same in proper working condition to NDMC at the end of the contract duration.
4. NDMC is presently using a billing system. The bidder is required to provide the meter consumption data in suitable format for use with the existing billing system.
5. The water meter manufacturer nor bidder are allowed to withdraw or cancel the agreement between them during the bid process. Failing which the bid will be canceled.
6. The space required for creating Water Meter Calibration, Test bench and service center in New Delhi has to arrange by bidder with discussion and approval by Engineer In charge. NDMC will not provide any space or land required for the same.
7. The bidder shall provide 1 (one) SUV vehicle to the department during the period of execution of the work. The cost of fuel, insurance, driver payment shall be borne by the contractor and will not be reimbursed.
8. If any new connection is given by NDMC the bidder shall also install all new connections even if the bidder has completed the installation in a particular area.
9. Insurance of the machine & staff engaged, road tax, fitness, pollution, permit etc. as required by the Transport Department, Delhi for legally plying vehicles/machines for execution of project on road, violation for traffic rules, any accident & damage/loss to the equipment/their operational staff or to the public during transportation or doing work, any police case, court case etc. pertaining to the machine or the staff deployed by the agency or effected party should be the sole responsibility of the agency & nothing would be provided to the agency by the NDMC.

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10. The guidelines and safety code issued by the National Human Rights Commission shall be adhered during the execution of work which is available and can be seen in the office of the Engineer-in-charge.

11. Any point/clarification/conditions not covered above or discrepancy (if any), shall be dealt as per subsequent clarification /amendments issued with the approval of the competent authority

12. Contractor shall be responsible to provide following manpower resources cum specialist personnel during pilot DMA implementation with the consent of NDMC

A] NRW / DMA and Pressure Management Specialist(s)- having a minimum of 12 man-months of one or more person(s) meeting the following minimum experience criteria shall be required during pilot DMA establishment:

(a) 7 years' experience with water loss / NRW leakage reduction projects, particularly with pressure reducing valves, Hydraulic Modelling, controllers, data loggers and similar

(b) 2 years developing country experience

B] Leak Detection Specialist(s)- having a minimum of 12 man-months of one or more person(s) meeting the following minimum experience criteria shall be required during pilot DMA establishment:

(a) 7 years' experience with leakage reduction projects, particularly with pressure reducing valves, controllers, data loggers and similar

(c) 2 years developing country experience

The manpower required for the service after the completion of pilot DMA project shall be paid extra, if needed, as mentioned in the Annexure 22

It has to be understood that it might be necessary to bring additional specialists resources to the project in order to achieve the objectives of the Contract and shall be provided to NDMC with due consultation and mutually agreed terms.

EE(WS)

7.7 SPECIAL CONDITIONS FOR N.G.T

1. The contractor shall not store/dump construction material or debris on metaled road.
2. The contractor shall get prior approval from Engineer-in – charge for the area where the construction material or debris can be stored beyond the metaled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and /or other similar material to ensure that no construction materials dust fly outside the plot area.
4. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precaution that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
5. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
6. The contractor shall provide all medical help, investigation and treatment to the worker involved in the construction of building and carry of construction materials and debris relating to dust emission.
7. The contractor shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the contractors.
8. The contractor shall compulsory use of wet jet in grinding and stone cutting.
9. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines-2010.
10. The contractor shall carry out on road inspection for black smoke generating machinery the contractor shall use clearer fuel.

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11. The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
12. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by large extent by reducing the speed of a vehicle to 20kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
13. The contractor shall ensure that the construction materials are covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
14. The paving of the path for plying of vehicles carrying construction materials is more permanent solution to dust control and suitable for longer duration projects. The RFP approving authority shall carry out cost benefit ratio analysis of the same.

EE(WS)

Special conditions for cement

Cement required for entire completion of work shall be issued by the Department, however in case of non-availability of cement in N.D.M.C. store, the Chief Engineer may permit, the use of cement procured from market by the contractor himself for which nothing extra shall be payable on this account and where departmental issue of cement is not stipulated. In such case following conditions are to be followed.

The contractor shall procure 43 grade ordinary Portland cement conforming to IS 8112/ Portland Pozzolana Cement conforming to IS: 1489(Part-1) as required in the work, from reputed manufacturers of cement such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum as approved by Chief Engineer.

The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer (s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufactures, given by the tenderer, fully or partially.

The supply of cement shall be taken in 50Kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so.

- 1) The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-charge.

The cement godown of the capacity to store a minimum of 2000 bags of cement or as decided by the Engineer in Charge shall be constructed by the contractor at site of work for which no extra payment shall be made.

- 2) Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
- 3) The cement shall be got tested by the Engineer-in-Charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor/Department in the manner indicated below: -
 - (a) By the contractor, if the results show that the cement does not conform to relevant BIS codes.

- (b) By the Department, if the results show that the cement conforms to relevant BIS codes.
- 4) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need to be made.
 - 5) The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer-in-Charge.
 - 6) The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.

Chief Engineers may change the brand of Cement depending upon availability in local market, if needed. Instructions in this respect can be issued by them at regular intervals. The name of manufacturers should be finalized after taking into consideration the suggestions of contractors during pre-bid meeting, if any.

EE(W.S)

Chapter 8. ANNEXURES & FORMS

8.1 Annexure –1 UNDERTAKING

UNDERTAKING

(On an INR 100/- Stamp paper)

Format for the undertaking to be submitted by bidder that they have not been debarred or blacklisted as on date in any Organization/Department:

“IT IS HEREBY CERTIFIED THAT I/WE HAVE NOT BEEN DEBARRED OR BLACKLISTED IN ANY ORGANIZATION/DEPARTMENT AS ON DATE.....”

SIGNATURE

8.2 Annexure –2 UNDERTAKING

UNDERTAKING

(On an INR 100/- Stamp paper)

The information / documents submitted by us are true to our knowledge and if the information / Documents so furnished shall be found to be untrue or false, the bidder shall be liable to be disqualified and our Earnest Money accompanying Tender will be forfeited.

Also I am / we are aware that if the information / document found to be untrue or false during the period of Contract, our Contract liable to be terminated.

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the site conditions, all materials and labour on which I / We have based my / our rates for this Work. The specifications & conditions for this Work have been carefully studied and understood by me / us before submitting this RFP. I / We undertake to use only the best materials approved by New Delhi Municipal Council and shall abide by NDMC's decision.

I/ We agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the NDMC, should I/we fail to (i) Abide by the stipulation to keep the offer open for the period of 180 days from the date fixed for opening the same and thereafter until it is withdrawn by me/ us by notice in writing duly addressed to the authority opening the RFPs. (ii) Performance Guarantee Detailed in INSTRUCTION TO BIDDERS. The amount of earnest money may be adjusted towards the security deposit or refunded to me /us if so desired by me / us in writing, unless the same or any part thereof has been forfeit as aforesaid.

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Should this RFP be accepted I / we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited and pay to NDMC the sums of money mentioned in the said conditions.

Earnest Money (a) the full value of which is to be absolutely forfeited to NDMC should I/ we not deposit the full amount of Performance guarantee specified in the RFP.

I/ We agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the NDMC, should I/we fail to (i) Abide by the stipulation to setup a sales/service center in New Delhi within two months of awarding the contract or issue of Work Order.

Bidder.....

Address

.....

Date the day of

Signature of Bidder (Witness).....

Signature of Witness Address.....

(Witness).....

Signature of Witness Address.....

8.3 Annexure-3 Litigation Matters

{To be printed on the authorized Letterhead of the Applicant, including full postal address, telephone, fax and e-mail address }

Sr. No.	Name of applicant	Name of Bidder with which litigation and brief subject	Estimated financial	Present Status

STAMP

SIGNATURE OF BIDDER

8.4 Annexure-4 UNDERTAKING

UNDERTAKING

(On an INR 100/- Stamp paper)

I / We hereby declare that our Company has a Sales/Service Center in New Delhi located in -
----- (specify address), and adequate to fulfill all the requirements stipulated under the
Special Conditions of the Contract (7.6 (2)).

Or (whatever it may be the case)

I/ We hereby undertake that our Company shall establish and put in operation a Sales/Service
Center in New Delhi and that this facility shall be adequate to fulfill all the requirements
stipulated under the Special Conditions of the Contract, within a period of two months of
awarding the Contract or issue of Work Order.

Bidder.....

Address

Signature of Bidder (Witness).....

Signature of Witness

Address.....

8.5 Annexure–5 FORMATS

8.5.1 A. Format for undertaking to be issued by the original manufacturer

(To be submitted on the letterhead of original manufacturer in original and shall be signed in blue ink.)

Executive Engineer,
Water Supply Department,
New Delhi Municipal Council,
Room No. 231, SBS PLACE, Gole Market, New Delhi-110001

Sub.: Letter of authorization cum undertaking.

Ref.:RFPfor “Name of work:-Providing 24x7 water supply in NDMC area. Sub Head:- Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area.”

Dear Sir,

We NAME OF THE ORIGINAL EQUIPMENT MANUFACTURER having our registered office at REGISTERED OFFICE ADDRESS OF ORIGINAL EQUIPMENT MANUFACTURER hereby authorize NAME OF THE AUTHORISED DEALER having their registered office at REGISTERED OFFICE ADDRESS OF AUTHORISED DEALER to offer our test setup and its equipment’s & software System and as per the requirements of reference tender specifications.

We hereby agree that against reference RFP, our products have been offered to the NDMC, by NAME OF THE BIDDER and we undertake to extend them all required technical & service support / backup for the successful supply, installation, commissioning and testing of the Meters & test setup along with its maintenance & its guarantee etc., for the complete contractual project period, as per RFP specification

& as per our detailed technical offer enclosed in the RFP.

Thanking you, Yours faithfully,

For NAME OF THE ORIGINAL EQUIPMENT MANUFACTURER

AUTHORISED SIGNATORY WITH NAME & DESIGNATION

8.5.2 Annexure–5 B. Memorandum of Understanding

Memorandum of Understanding

(On an INR 500/- Stamp paper)

Made as of this DATE day of MONTH YEAR

Between

M/s. ORIGINAL EQUIPMENT MANUFACTURER, a company incorporated in COUNTRY and having its registered office at REGISTERED OFFICE ADDRESS OF ORIGINAL EQUIPMENT MANUFACTURER, herein

represented by NAME OF THE AUTHORIZED SIGNATORY, here in referred to as 'MANUFACTURER'

On the one hand

And

M/s. BIDDER, a company incorporated in COUNTRY and having its registered office at REGISTERED OFFICE ADDRESS OF BIDDER, here in represented by NAME OF THE AUTHORIZED SIGNATORY, herein referred

as 'BI DDER'

Reference:

For the RFP invited by the NDMC for "Name of Work: Providing 24x7 water supply in NDMC area. Sub Head: - Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area."

It is hereby agreed as follows:-

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That the above two parties have entered into Memorandum of Understanding for Selection of Contractor for “Name of Work:Providing 24x7 water supply in NDMC area.Sub Head: - Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC areawith Four Years O & M” Related Infrastructural Works for New Delhi City along with its software system and technical supports only for the above mentioned RFP of New Delhi Municipal Council, herein referred to as “CLIENT” to work together wherein “BIDDER” will be the tenderer to client and, herein referred to as ‘MANUFACTURER’ will be a sub – supplier to the ‘BIDDER’ for the supply, installation commissioning and testing of water meter

& test setup as per ‘CLIENT’s reference specification. ‘MANUFACTURER’ undertakes to extend all requisite technical pre and after sales support and all necessary spares as may be required for the entire duration of the contract, as dictated by the terms and conditions specified in the reference RFP.

“Clear identification of all the Roles &Responsibilities of Bidder and Meter Manufacturing Company should be mentioned in this document”

Total Pages in this agreement are XX.

For BIDDER.
NAME & DETAILS OF
AUTHORIZED SIGNATORY
SIGNATORY

For MANUFACTURER.
NAME & DETAILS OF
AUTHORIZED
AUTHORIZED

In witness of

1) Name & Signature:-

2) Name & Signature:-

8.5.3 Annexure–5 C. Format for Agreement between Bidder, Meter Manufacturing Company

Agreement between Bidder, Meter Manufacturing Company

(On an INR 500/- Stamp paper) Agreement

PARTY I

This undertaking is issued by 'NAME OF THE BIDDER' a company incorporated in India and having its registered office at REGISTERED OFFICE ADDRESS OF BIDDER hereinafter referred as "BIDDER", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its representatives, its successors and permitted assigns in favor of the NDMC.

PARTY II

This undertaking is issued by 'NAME OF THE ORIGINAL METER/EQUIPMENT MANUFACTURER' a company incorporated in India and having its registered office at REGISTERED OFFICE ADDRESS OF ORIGINAL METER/EQUIPMENT MANUFACTURER hereinafter referred as " NAME OF THE ORIGINAL METER/EQUIPMENT MANUFACTURER", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its representatives, its successors and permitted assigns in favor of the NDMC.

WHEREAS the Executive Engineer (water Supply), New Delhi Municipal Council has invited RFP for "Name of Work: Providing 24x7 water supply in NDMC area. Sub Head: - Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continuous water supply system (Part-I) in NDMC area with Four Years O & M" (hereinafter referred as Work) under the purview of The Executive Engineer, Water Supply Department, New Delhi Municipal Council, New Delhi.

WHEREAS the BIDDER' has requisite expertise Selection of Contractor for Replacement of House Service Connections, Assessment of NRW in Pilot DMA For Achieving Continuous (24x7) Water Supply with Four Years O & M & Related Infrastructural Works and has the requisite pre-qualification for the aforesaid Work.

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WHEREAS the NAME OF THE ORIGINAL EQUIPMENT MANUFACTURER' has requisite expertise in Design, Manufacture, Import, Sell, and Supply of water meters & test setup and has requisite expertise in the field

of consumer water metering and has the requisite pre-qualification for the supply of the said water meters for the aforesaid work.

WHEREAS as per RFP for the work the NDMC has stipulated specific condition to enter into a specific and binding UNDERTAKING by approved Bidder & water meter manufactures to design, manufacture, supply and provide all necessary technical backup, spares and services of the requisite test setups as per the technical specifications elaborated in the RFP& Operation and Maintenance during entire project period.

“Belowmentioned Roles & Responsibilities are just guidelines, Party I & Party II should mention clearly the Roles & Responsibilities of Bidder and Meter Manufacturing Company as per there understanding”

IN VIEW OF THE ABOVE AND IN THE EVENT OF THE WORK BEING AWARDED TO NAME OF THE BIDDER

BY NDMC, WE HEREBY AGREE TO UNDERTAKE AS UNDER:

BIDDER

1. Procurement & Supply of ultra-sonic AMR/AMI water meters as per RFP specifications.
2. Procurement & supply of ultra-sonic meter reading devices and reading software as per RFP specs.
3. Installation of ultra-sonic AMR/AMI meters under manufacturer guidance and as per RFP specs.
4. Providing accessories / fittings / couplings for meter fixing as approved by meter manufacturer.
5. Installation of ultra-sonic AMR/AMI water meters as per RFP specification.
6. Monthly Water meter Data collection by ultra-sonic AMR/AMI systems.
7. Meter data retrieval and providing at NDMC terminal

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8. Attend all consumers complaints related to Water meters along with water meter manufacturer.
9. Repair & maintenance or replacement of ultra-sonic AMR /AMI water meters for contract period.
10. Uninstallation & reinstallation of meters as and when required.
11. Resolution of Consumer complaints regarding meters.

METER MANUFACTURER

1. We have studied the RFP documents and the requirements therein in detail and hereby confirm to adhere to relevant terms and conditions.
2. To design and supply meters & test setups as per the implementation schedule finalized by bidder and also to provide all the necessary technical backup, spares and services during the entire period of the Contract. (Meters, Meter Reading software & required Hardwares).
3. The meter manufacturer will provide signed warranty contract for hardware for a period of 10 years from the date of successful installation of meters.
4. The meter manufacturer will provide Training & Support to civil associate to attend customer grievances / complaints related to Meter performance for contract period.
5. The meter manufacturer shall be responsible for repair the Meters and the ultra-sonic AMR/ AMI system during the guarantee period as mentioned in technical specifications. The maintenance shall include costs of all material required for repairs or replacement of meter. During the Guarantee period if any meter becomes defective or not found as per specification, the same shall be repaired/replaced free of cost by the meter manufacturer/ bidder.
6. The meter manufacturer shall keep a sufficient buffer stock of new meters for the purpose of replacement of out of order / damaged meters.
7. The meter manufacturer shall be solely responsible for replacement of defect / faulty ultra-sonic AMR / AMI water meters against supply of meters for assigned work contract.
8. The meter manufacturer shall appoint a full-fledged team of skilled technicians, tools & mobile van to attend and resolve the customer complaints of urgent nature viz. leakage from

Transforming Water Supply System in NDMC Area Phase 1

the body of meter, fittings, blockage of strainer of the meter, within 24 hours irrespective of any holiday.

9. The meter manufacturer will provide total support and training to Civil Contractor staff regarding AMR/AMI meter reading data collection by reading device with reading software & how to transfer reading data in CSV format for monthly billing purpose.

10. All the relevant terms and conditions of the RFP documents of the work shall be applicable mutatis mutandis (as it is basis) with respect to design, manufacture, supply & providing technical backup, spares and services during the entire period of the Contract.

11. In case of failure to adhere to delivery schedules / non-compliance of RFP specifications pertaining to our part, the NDMC can hold us equally responsible for such acts & deeds and shall reserve the right to initiate actions deemed fit in the interest of the work.

12. All decisions thus taken by the NDMC in this regard shall be final and binding on BIDDER & NAME OF THE ORIGINAL METER/EQUIPMENT MANUFACTURER'.

This Undertaking shall not be revoked till the Work is successfully completed as per the RFP conditions.

IN WITNESS WHEREOF, We issue this Undertaking on the day of Month/
Year .

For and on behalf of NAME OF THE BIDDER'

Authorised Signatory

We hereby confirm the above & agree to abide by the same.

For and on behalf of NAME OF THE ORIGINAL EQUIPMENT MANUFACTURER'

Authorised Signatory

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We hereby confirm the above & agree to abide by the same.

For and on behalf of NEW DELHI MUNICIPAL COUNCIL

Authorised Signatory

1. Witness:

2. Witness:

Name & Signature

Name & Signature

8.6 Annexure-6 FORMAT OF BANK GUARANTEE FOR FAITHFUL PERFORMANCE OF CONTRACT

FORMAT OF BANK GUARANTEE FOR FAITHFUL PERFORMANCE OF CONTRACT

(On an INR 100/- Non-Judicial Stamp paper)

Bank Guarantee No [XXXXXXX] in favour of: Ref. No:

Date:

To,

Executive Engineer,
Water Supply Department,
New Delhi Municipal Council,
Room No. 231, SBS PLACE, Gole Market, New Delhi-110001

WHEREAS..... [INSERT NAME AND ADDRESS OF THE CONTRACTOR] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No....., dated....., to [INSERT NUMBER, TITLE OF CONTRACT AND BRIEF DESCRIPTION OF SERVICES/WORKS/GOODS], (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Guarantee by a recognized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Guarantee;

NOW THEREFORE we hereby unconditionally and irrevocably affirm that we are the Guarantor and responsible to you up to a total of..... [INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS, INCLUDING CURRENCY], such sum being payable in the types and proportions of currencies in which

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the Contract price is payable, and we unconditionally and irrevocably undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [INSERT AMOUNT OF GUARANTEE] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein, and notwithstanding any objection by the Contractor.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until [INSERT DATE]

Name:

(Bank's common seal)

Name:

Signature and Seal of the Guarantor

Name of Bank

Address

Date

Bidder signature of Authorized Bidder signatory (with official seal)

Date :

Place :

Name :

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Designation : Address : Telephone & Fax : E-mail address :

Bidder signature of Witness 1

Bidder signature of Witness 2

8.7 Annexure -7

NEW DELHI MUNICIPAL COUNCIL

CONTRACT AGREEMENT FOR

“Name of Work:Providing 24x7 water supply in NDMC area.

Sub Head: - Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area”

RFP Notification No.:

BETWEEN

NEW DELHI MUNICIPAL COUNCIL

Through the Authorized signatory,

Executive Engineer,

Water Supply Department,

New Delhi Municipal Council,

Room No. 231, SBS PLACE, Gole Market, New Delhi-110001

&

Bidder

Through its Authorized representative

AGREEMENT

This Agreement made and executed on this th day of month 2018 at New Delhi .

BETWEEN

New Delhi Municipal Council

.

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Through the Authorised signatory,

Executive Engineer,
Water Supply Department,
New Delhi Municipal Council,
Room No. 231, SBS PLACE,
Gole Market, New Delhi-110001

Hereinafter referred to as “THE CLIENT” (which expression shall unless it is repugnant to the context or meaning there of shall mean & include its successor.)

.....THE PARTY OF THE FIRST PART

&

The Bidder

Through its Authorised representative

Hereinafter to as “THE BIDDER” (which expression shall unless it be repugnant to the context or meaning there of shall mean and include its permitted successors)

.....THE PARTY OF THE SECOND PART Whereas, New Delhi Municipal Council invited the RFP for the Selection of Contractor for Providing 24x7 water supply in NDMC area. Sub Head:- Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area.

And Whereas, the Bidder submitted its RFP and participated in the RFP process including pre-bid meeting.

And Whereas, the New Delhi Municipal Council accepted the offer after due negotiations and subject to certain terms and conditions.

And Whereas, Hon’ble Standing Committee of New Delhi Municipal Council vide its resolution no..... dated _____ has given its sanction to award the work and for entering into a contract with the Bidder.

And Whereas, Superintending Engineer, Water Supply Projects has accordingly issued Letter of Intent dated _____.

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And Whereas, in furtherance of the resolution of Standing Committee, the parties hereto have entered into this present agreement incorporating the terms and conditions relating to the “Name of Work:Providing 24x7 water supply in NDMC area.Sub Head: - Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC areawith Four Years O & M”.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS.

8.8 Annexure-8 PRE-CONTRACT INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20...., between on one hand the New Delhi Municipal Council acting through- of the first part(hereinafter called the “Principal/Owner) and M/s_____representative by Shri _____, (hereinafter called the “Bidder(s)/Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

Whereas the NDMC proposes to _____of the RFP documents No: (insert RFP documents No.) dated (insert RFP documents date), through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

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

NOW, THEREFORE,

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

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

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

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

Commitments of the NDMC.

1.1 NDMC undertakes that no official of the NDMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 NDMC will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor(s).

1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/Contractor(s)

3. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner,

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connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the NDMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government including NDMC for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government including NDMC.

3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates.

3.4 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers or intermediaries, in connection with this bid/contract.

3.5 The Bidder(s)/Contractor(s) further confirms and declares to NDMC that the Bidder(s)/Contractor(s) has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NDMC or any of its functionaries whether officially, or unofficially to the ward of the contract to the Bidder(s)/Contractor(s), nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NDMC or their family members, agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid

evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.

3.8 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.

3.9 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the NDMC as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertake to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of NDMC, or alternatively, if any relative of an officer of NDMC has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Contractor(s) at the time of filing of RFP. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956/section 2(77) of the companies Act-2013.

3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of NDMC.

4. Previous Transgression

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any PublicSectorEnterprise in India or any Government in India including New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the tender process.

4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s)) shall entitle NDMC to take all or any one of the following actions, wherever required: -

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

be further extended at the discretion of NDMC further NDMC shall have, the right to intimate other government departments /authorities /bodies for initiating any further action.

(viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.

(x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 NDMC will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (vii) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s)), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of NDMC to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Independent External Monitors

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

(i) Sh. V K Gupta IEM vinod101951@gmail.com

(ii) Shri D K Sharma IEM shharmadk@gmail.com

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

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6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.

6.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) confidentiality. In case of sub-contracting, the bidders(s)/contractor(s) shall take the responsibility of the adoption of Integrity pact by the sub-contractor.

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

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

6.9 The bidders(s)/contractor(s) shall not approach the courts while representing the matters to monitors and will await their decision.

7. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this pact or payment of commission, NDMC or its agencies shall be entitled to examine all the documents including

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the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction.

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

9. Other Legal Actions.

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

10. Validity

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

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

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

Principal/Owner

Bidder(s)/Contractor(s)

Name of the Officer,

Chief Executive Officer

Designation

Transforming Water Supply System in NDMC Area Phase 1

New Delhi Municipal Council

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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

Pre-bid Integrity Pact as per Annexure-8.

The bid of bidders / contractors who don't sign the integrity pact shall not be considered.

Detail of Independent External Monitor (IEM)

In case of any complaint about this RFP, the same can be addressed direct to IEM's or to Vigilance Deptt. of NDMC.

8.9 Annexure-9 Letter Comprising the Application for Bid Submission

Letter Comprising the Application for Bid Submission

Dated:

To,

Executive Engineer,
Water Supply Department,
New Delhi Municipal Council,
Room No. 231, SBS PLACE,
Gole Market, New Delhi-110001

Sub: “Name of Work: Providing 24x7 water supply in NDMC area.

Sub Head:- Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area.”

Dear Sir,

With reference to your RFP document dated, I/we, having examined the RFP Document and understood its contents, hereby submit my proposal for the aforesaid project. The Application is unconditional and unqualified.

2. I/ We acknowledge that the NDMC will be relying on the information provided in the Application and the documents accompanying such Application for Technical and Financial qualification for the aforesaid project, and we certify that all information provided in the Application and in Annexure 1 to 22 is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

3. This statement is made for the express purpose of selection of preferred applicant for the aforesaid Project.

4. I/ We shall make available to the NDMC any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

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5. I/ We acknowledge the right of the NDMC to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;

(b) I/ We do not have any conflict of interest in accordance with Clauses of the RFP document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Disclaimer of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the NDMC or any other public-sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clauses of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for this RFP process.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

14. [I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of Applicants seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP document, we shall intimate the NDMC of the same immediately.

16. The Statement of Legal Capacity as per format provided at Annexure-12 of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Annexure-11 and Annexure-10 respectively of the RFP, are also enclosed.

17. I/ We understand that the selected Applicant shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Contract Agreement.

18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Applicant, or in

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connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

19. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

20. I/ We certify that in terms of the RFP document, my/our Net worth is Rs.....
(Rupees in words) and the Aggregate Experience Score is (number in words).

21. We agree and undertake to be jointly and severally liable for all the obligations of the SI under the Contract Agreement till occurrence of Financial Close in accordance with the Contract Agreement.

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant/ Lead Member

Details of Applicant

1.(a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

1. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

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(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

(g) Fax Number:

4. Particulars of the Authorised Signatory of the Applicant:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

(e) Fax Number:

5. In case of a Consortium:

(a) The information above (1-4) should be provided for all the Members of the Consortium.

(b) A copy of the Jt. Bidding Agreement, as envisaged should be attached to the Application.

(c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role and responsibilities	Percentage of holding in Consortium

* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instructions of RFP document.

(d) The following information shall also be provided for each Member of the Consortium:

No.	Criteria	Yes	No.
-----	----------	-----	-----

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1	Has the Applicant/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Technical Capacity of the Applicant @

Applicant type*	Reference 5.1	Project Title	Project Value INR	Experience of Projects as per 5.1	Experience Certificate*
(1)	(2)	(3)	(4)	(5)	(8)
Consortium Member 1	Sr 2A				
	Sr 2B				
	Sr 2C				
Consortium Member 2	Sr 2A				
	Sr 2B				
	Sr 2C				
Consortium Member 3 Meter Manufacturer	Sr 1				
	Sr 1				
	Sr 2				
	Sr 2				

@ Provide details of only those projects that have been undertaken by the Applicant under its own name.

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored.

Add more rows if necessary.

Financial Capacity of the Applicant

(Refer to 5.1. of the RFP)

Applicant Member (1)	Member Code# (2)	Turnover					Net Worth•
		Year 17-18 (3)	Year 16-17 (4)	Year 15-16 (5)			Year 17-18 (8)
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							

Name & address of Applicant’s Bankers:

- An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.
- The Applicant should provide details of its own Financial Capacity.

Instructions:

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:

- reflect the financial situation of the Applicant or Consortium Members and its/their Associates where the Applicant is relying on its Associate’s financials;
- be audited by a statutory auditor;

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- (c) be complete, including all notes to the financial statements; and
- (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Annexure 21 of the RFP document.
6. The applicant shall also provide the name and address of the Bankers to the Applicant.
7. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with the RFP document.

Details of Eligible Projects

(Refer to Clauses 5.1 of the RFP document)

Project Code:

Member Code:

Item (1)	Particulars of the Project (2)
Title & nature of the project	
Category	
Year-wise (a) payments received/made for construction, (b) payments made for development of PPP projects and /or (c) revenues appropriated	
Location	
Project Cost	
Date of commencement of project/contract	
Equity share holding (with period during which equity was held)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	

Instructions:

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility & technical criteria specified in 5.1 and 5.2 of the RFP document, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
2. A separate sheet should be filled for each Eligible Project.

8.10 Annexure-10 Power of Attorney for Lead Member of Consortium

Power of Attorney for Lead Member of Consortium

Whereas the NDMC has invited applications from interested parties for the “Request for Proposal for Selection Contractor “Name of Work:Providing 24x7 water supply in NDMC area. Sub Head: - Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area with Four Years O & M “”.

Whereas,,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at,

M/s. having our registered office at,

M/s.having our registered office at, and

M/s. having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate,

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constitute, appoint and authorise M/s. having its registered office at
....., being one of the Members of the Consortium, as the Lead Member and
true and lawful attorney

of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably
authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf
of the Consortium and any one of us during the bidding process and, in the event the
Consortium is awarded the contract, during the execution of the Project and in this regard, to
do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as
are necessary or required or incidental to the pre-qualification of the Consortium and
submission of its bid for the Project, including but not limited to signing and submission of
all applications, bids and other documents and writings, participate in Applicants and other
conferences, respond to queries, submit information/ documents, sign and execute contracts
and undertakings consequent to acceptance of the bid of the Consortium and generally to
represent the Consortium in all its dealings with the NDMC, and/ or any other Government
Agency or any person, in all matters in connection with or relating to or arising out of the
Consortium’s bid for the Project and/ or upon award thereof till the Contract Agreement is
entered into with the NDMC.

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

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

For

(Signature)

.....

(Name & Title)

For

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(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

— The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

– Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

– For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

8.11 Annexure-11 Power of Attorney for the signing of Application

Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name),..... son/daughter/wife ofand presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed by the ***** (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the NDMC.

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

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

For.....

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(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Selection of SI for this PPP project

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

– The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

– Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

– For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

8.12 Annexure-12 Statement of Legal Capacity

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium. *

We have agreed that (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

* Please strike out whichever is not applicable.

8.13 Annexure-13 No Deviation Certificate

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated. _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

8.14 Annexure-14 Manufacturers'/Producers' Authorization Form

Manufacturers'/Producers' Authorization Form

(This form has to be provided by the OEMs of the water meter manufacturer. This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

Date: _____

To,

Office of the Executive Engineer

Water Supply Department
Room No. 236, SBS PLACE,
Gole Market, New Delhi-110001

Subject: Manufacturer's Authorization Form

Ref: RFP No. _____ dated. _____

Dear Sir,

We _____ (Name of the OEM) who are established and reputable manufacturers of _____ (List of Goods) having factories or product development centers at the locations _____ or as per list attached, do hereby authorize. _____ (Name and address of the Applicant) to bid, negotiate and conclude the contract with you against RFP No. _____ Dated. _____ for the above goods manufactured or developed by us.

We hereby extend, our warranty for the hardware goods supplied by the Applicant and or maintenance or support services for software products against this invitation for bid by _____ (Name of the Applicant) as per requirements of this RFP.

Thinking you,

Yours faithfully,

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(signature)

For and on behalf of: _____ (Name of the OEM)

Authorised Signatory

Name:

Designation:

Place:

Date:

Credential Summary

S.No.	Project Name	Client Name	Project Value (in INR)	Project Components	Documentary evidence provided (Yes/No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						

- Client type- Indicate whether the client is Government or PSU or Private
- Project Components- Indicate the major project components
- Documentary evidence provided- Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment.
- Project Status- Completed (date of project completion) or Ongoing (Project start date)

8.15 Annexure-15 Formats for Submission of the Pre-Qualification Bid

Formats for Submission of the Pre-Qualification Bid

Pre-qualification bid checklist

Sl No.	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid
1.	RFP Document fees		
2.	Earnest Money Deposit		
3.	Pre-Qualification Covering letter		
4.	Consortium Agreement, if applicable as per Annexure 21		
5.	<ul style="list-style-type: none"> · Copy of Certification of Incorporation/Registration Certificate · PAN card · GST registration · 		
6.	Audited financial statements for the last three financial years (FY 2015-16, 2016-17 and 2017-18). And Certificate from the Statutory Auditor		
7.	Declaration of non-blacklisting		
8.	Power of attorney for Lead Bidder of Consortium		
9.	Project Citations and Self-certifications, as Applicable		
10.	Total Responsibility Certificate		
11.	Valid ISO and MID certification of Meter/Equipment manufacturer		

A. Brief company profile (required for both bidder and consortium member)

SL. NO.	PARTICULARS	DESCRIPTION OR DETAILS
1.	Name of Bidder	
2.	Legal status of Bidder	
3.	Main business of the Bidder	
4.	Registered office address	

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5.	Incorporation date and number	
6.	GST number	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	
11.	Role in Consortium (if applicable)	Brief scope of work in the Consortium

B. Certificate of Incorporation (required for both bidder and consortium member)

C. Financial Turnover

The financial turnover of the company is provided as follows:

	2015-16	2016-17	2017-18
Annual Turnover			

Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover.

Positive net worth of Rs. 100 Crore as an end of financial year 2017-18 i.e. on 31.03.2018. Certified Copy issued by Chartered Accountant to be submitted along with the bid.

D. Certifications (required for both bidder and consortium member)

Provide copy of valid certification for ISO certifications as required in Pre-Qualification criteria as on release date of the RFP.

8.16 Annexure-16 Total Responsibility Certificate

Total Responsibility Certificate

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

8.17 Annexure-17 Self-certificate for Project execution experience

Self-certificate for Project execution experience

(In Bidding Entity's Letter Head)

This is to certify that <Name of the Bidding entity> has been awarded with < Name of the Project > as detailed under:

Name of the Project	
Client's Name, Contact no. and Complete Address	
Contract Value for the bidder (in INR)	
Current status of the project (Completed/Ongoing)	
Activities completed by bidding entity as on bid submission date <i>(N.B Only relevant activities as sought in the Criteria to be included)</i>	
Value of Work completed for which payment has been received from the client.	
Date of Start	
Date of Completion	

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal:

Date:

8.18 Annexure-18 Curriculum Vitae (CV) of Team Members

Curriculum Vitae (CV) of Team Members

1	Proposed Position				
2	Name of Firm				
3	Name of Expert				
4	Date of Birth		Citizenship:		
5	Education				
6	Membership in Professional Associations (Professional Certifications)	•			
7	Countries Of Work Experience	•			
Language Skills (mark Excellent/Good/Average)		Language	Read	Write	Speak
		English			
		Hindi			
		<Add Language>			
8	Employment Records				
From:		To:			
Employer					
Position Held					
From:		To:			
Employer					
Position Held					
From:		To:			
Employer					
Position Held					
9	Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned				
<i>Project Name</i>					
<i>Year</i>					
<i>Location</i>					

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<i>Client</i>		
<i>Main project Features</i>		
<i>Position Held</i>		
<i>Activities performed</i>		
<p>Expert's contact information:</p> <p>e-mail:</p> <p>phone:</p>		
<p><u>Certification:</u></p> <p>I, the undersigned, certify that to the best of my knowledge and belief that</p> <ul style="list-style-type: none"> • This CV correctly describes my qualifications and my experience • I was not part of the team who wrote the Scope of Work for this RFP. • I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. 		
Name of Expert	Signature	Date

8.19 Annexure-19 Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for Selection of Contractor for “Name of Work: Providing 24x7 water supply in NDMC area. Sub Head:- Replacement of House Service Connection AMR Meters, after Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area. ” against the RFP issued by Procuring Entity, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

8.20 Annexure-20 Non-Disclosure Agreement

Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, _____, having our principal place of business or registered office at _____, are desirous of bidding for RFP No. <<>> dated <<DD-MM-2018>> “Request for Proposal for Selection of contractor “Name of Work: **Selection of Contractor for Providing 24x7 water supply in NDMC area. Sub Head:- Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area.**

” (hereinafter called the said 'RFP') to the “[NDMC]”, hereinafter referred to as ‘Purchaser’

and,

WHEREAS, the Bidder is aware and confirms that the Purchaser’s business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser’s grant to the Bidder of specific access to Purchaser’s confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents,

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correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.

2. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e. is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly

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deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name: Place:

Designation: Date :

8.21 Annexure -21 Joint Bidding Agreement

Annexure-21

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of,
20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (Three).

WHEREAS

(A) New Delhi Municipal Council(NDMC), represented by its Chairman and having its principal offices at Palika Kendra, Sansad Marg, New Delhi (hereinafter referred to as the “**NDMC**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications**”) by its Request for Proposal No. dated(the “**RFP**”) **Selection of**

Contractor for “Name of Work: Providing 24x7 water supply in NDMC area. Sub Head: - Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continues water supply system (Part-I) in NDMC area”

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning prescribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Applicant and awarded the Project, it shall for entering into a Contract Agreement with the NDMC and for performing all its obligations as the SI in terms of the Contract Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and

on behalf of the Consortium from the Bidding Process, upto the end of contract period.

- (b) Party of the Second Part shall be the Member of the Consortium
- (c) Party of the Third Part shall be the Member of the Consortium; and

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, RFP and the Contract Agreement, till such time as the Financial Closer for the Project is achieved under and in accordance with the Contract Agreement.

6. Shareholding in the consortium

6.1 The Parties agree that the proportion of shareholding among the Parties in the consortium shall be as follows:

First Party:

Second Party:

{Third Party:}

6.2 The Parties undertake that the Lead member shall have more than 50% of the holding in the consortium and cannot assign or delegate its rights, duties or obligation under the Agreement throughout the contract period.

6.3 The Parties undertake that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall, for a period of 2 (two) years from the date of commercial operation of the Project, have 20% or more holding in consortium as at the time of submission of bid and may only be replaced by such other party having same or better technical capabilities as well as eligibility conditions with prior approval of the NDMC.

6.4 The Parties undertake that theLead Member will remain responsible for successful delivery of the project at all times throughout the contract period.

6.5 The Parties undertake thateach of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise

6.6 The Parties undertake the members of the consortium will commit to the profit and loss sharing ratio of each member

- 6.7 The Parties undertake the members of the consortium will commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations and duties under this Agreement
- 6.8 The Parties undertake that the technical and commercial capacity and Net Worth of the Members shall satisfy the conditions of eligibility as prescribed in this RFP
- 6.9 The Parties undertake that any change to the composition of the consortium can be done only with the prior approval of the NDMC. The Lead Member will be responsible for the scope of work to be delivered by the exiting member, whether he does it himself or through a new member of the consortium. In case of a new member, the Lead Member will take the prior approval of the NDMC, before on boarding the member, who is expected to possess same or better technical qualifications as well as eligibility criteria that is of the existing member to be replaced by such new member
- 6.10 The Parties undertake that they shall comply with all holding in consortium lock-in requirements set forth in the Contract Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
- (ii) violate any Applicable Law presently in effect and having applicability to it;
- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

- (iv) violate any clearance, permit, contract, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the EMD/Bid Security by the NDMC to the Applicant, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the NDMC.

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IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of

LEAD MEMBER by: SECOND PART by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

8.22 Annexure 22 Technical Expert Services

Sr	Technical Expert	Rate Rs per Month
1	NRW /DMA Pressure Management Specialist	
2	Leak Detection Specialist	

Note:

1. The above quoted rates are inclusive of all applicable taxes per person per month service
2. The working days shall be 25/26 days per month, Sunday will be holiday.
3. National Holidays and other applicable leaves as per the labour laws shall be given on prior approval basis.
4. Deduction for the absent days without permission shall be 1.5 times of the per day payment and in case of prior approval 1.0 times of the per day payment shall be considered.
5. NDMC shall decide the length of the service period required at the end of the pilot project and may reduce and relive person with 15 days' notice in writing to the bidder and person both.

8.23 Annexure 23 Details for ITEM NO. 1

Details for ITEM NO. 1 rate quoted by bidder (Submission required by L-1 Firm)

Item- 1

Item Sr	Description	Unit	Quantity	Rate	Amount (INR)
1.1	Topographical map by Undertaking topographical survey, Strip survey wherever required, distribution network surveys to confirm pipe routes, material and size, location of valves, pipe inter-connectivity, etc. and marking the information GIS and undertake house to house surveys to confirm meter details and functionality, illegal connections and consumption, etc. Conducting stip survey of the road, by carrying the nearest GTS benchmark @every 30m interval and junction points, marking the levels in the construction drawing to be submitted for approval. Contractor shall conduct Consumer Awareness program in entire NDMC area as explained in Volume-1 Clause 3.10 and as per the instruction of Engineer in Charge time to time. The available map showing existng distribution network map shall be made available for the reference.	Sq Km	43.00		0.00
1.2	Develop, up-date and maintain calibrated strategic and DMA network models using compatible software (WaterGEMs etc.) and, in accordance with the Specifications, design / establish district meter areas (DMAs) using the models, site survey data and any necessary additional site investigations to confirm District Meter, valve and pipe sizes and locations; identify (under-sized) pipe replacement requirements; prepare and submit DMA Design Reports; hand over the updated network models to Employer at end of contract.	Sq Km	43.00		0.00
1.3	Establish pressure/flow monitoring points and undertake Pressure Zero Tests (PZTs), make temporary flow measurements, and undertake regular pressure and flow monitoring for one DMAs in accordance with the Specification; prepare and submit PZT Completion Reports.	Sq Km	2.00		0.00
1.4	UFW Instrumentation Systems Designs and Drawings.UFW Instrumentation -Functional design specifications(FDS),as built drawings,documents and Operation & Maintainance /training manuals	No.s	1.00		0.00

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1.5	<p>Periodic and final reports for DMA and System Improvement Plan-SIP (SIP) for second phase. Prepare and submit monthly UFW levels reports submitted in six hard copy and one soft copy. Prepare and submit two Final Reports (1) for the DMA incorporating the Post Assessment on the DMA and (2) SIP, for total Contract area (considered for city level hydraulic model) as specified in the document. (six hard copies and one soft copy). The final reports should cover the Cost benefit analysis for the DMA and implementation plan for the second phase. These final reports should be submitted in a single volume after the completion.(after completion of Design and construction period i.e. 11 months). Simplified O&M manulas for the DMA in soft copy and six hard copies.</p>	No.s	1.00		0.00
1.6	<p>DMA EMF Meters Supply, Installation of EMF District Meters, Pressure transmitters, Air valve, tappings and all necessary fittings /reducers/ couplings/pipe specials and any pipeline modifications, above ground enclosures, commissioning, road cutting, excavation, backfill, disposal, supports and road reinstatement transferring data from DMA meters to UFW SCADA server via GPRS for the following diameters upto 2.5m depth to invert of pipe as per specification and as directed by Engineer. (inclusive of cost of GPRS/GSM transmitters, specials, air valves etc., other than meters as per drawing).(The meters proposed are of ABB, KRONE MARSHAL or SIEMONS make and should be Battery operated with GPRS transmitter). The rate shall be inclusive of warrantee for construction period and operation and maintenance period. The rate shall be inclusive of cost of stationaries, consumables, for all monitering equipments, communication systems and all accessories. The Contractor at the end of the defect liability period shal replace and install Batteries for all flow meters as per the original specification. For 200 mm diameter in road / footpath / verge.</p>	No.s	1.00		0.00
1.1	300mm diameter in road / footpath / verge	No.s	1.00		0.00

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1.14	Construct and Install CPP and AZP Monitoring Points and Temporary Flow/Pressure Measurement Points in DMAs Excavate, procure and install fittings (tapping bands, ferrules, minor pipework, plugs, etc.), construct small chambers where necessary, backfill and reinstate monitoring and temporary flow measurement points. Fix and remove pressure gauges, pressure transducers, insertion flow meters and data loggers, etc., as necessary. Rate to include for removal, backfilling and reinstatement of temporary installations.	No.s	10.00		0.00
1.15	Supply and installation and commissioning of pressure data loggers with inbuilt pressure sensors and GPRS transmitters. The rate shall be inclusive of warranty for construction period and operation and maintenance period. The rate shall be inclusive of cost of stationaries, consumables, for all monitoring equipments, communication systems and all accessories.	No.s	3.00		0.00
1.17	Site Acceptance Test (SAT) to demonstrate complete functioning of the Instrumentation system inclusive of real time data transfer from DMA and slum bulk flow meters.SAT duration will be of one week. Rate to be quoted for entire system.	No.s	1.00		0.00
1.18	Interoperability testing shall include testing with Existing NDMC SCADA or Any system with external OPC server and client software to ensure data portability and the system to be commissioned and ready for use in the monitoring of the mandatory works by the end of the 7th month from the date of commencement. Rate to be quoted for entire system.	No.s	1.00		0.00
				Total	0.00
				Say	

8.24 FORMS

FORM I

BIDDER DETAILS

Name of Manufacturer and Class of Registration with Validity			
Address for communication & Telephone No.			
Details of proprietor/ Partners/ Director /Owner			
Name	Address	Designation	Qualification and Experience
Annual Turnover Previous Financial year (Y-1) 2nd Previous Financial year (Y-2)			Certified copy of Audited Balance Sheet Profit /Loss statement attested (Yes/No)
Details of Black Listing & Litigation			
Remarks			

* Note: The turnover amount shall be certified and audited by CA of Bidder and separate sheet should be enclosed.

STAMP

BIDDER

SIGNATURE OF

FORM-II

DETAILS OF WORKS OF SIMILAR TYPE AND MAGNITUDE CARRIED OUT BY THE BIDDER (LAST 5 FINANCIAL YEARS)

Name of the Bidder:

Sr. No.	Name of Work	Type of Work	Name of Department	Name of Issuing Authority	Address and phone number of Issuing Authority	Cost of Work	Number and size of meters supplied	Date of Starting	Stipulated date of completion	Actual date of completion	Remark
1	2	3	4	5	6	7	8	9	10	11	12

STAMP
BIDDER

SIGNATURE OF

FORM III

LIST OF WORK IN HAND AS ON THE DATE OF SUBMISSION OF THIS RFP

Sr. No.	Name of work	Name of Department	Name of Issuing Authority at Department	Address and Phone number of Issuing Authority	Work in hand			Anticipated date of completion	Remark
					Tender Cost	Cost of Work Completed	Cost of remaining work		
1	2	3	4	5	6	7	8	9	10

STAMP
BIDDER

SIGNATURE OF

FORM-IV

LIST OF WORKS TENDERED AS ON THE DATE OF SUBMISSION OF THIS RFP

Sr. No.	Name of work	Name of Department	Name of Issuing Authority at Department	Address and Phone number of Issuing Authority	Work tendered for			Remark
					Estimated Cost	Date when award decision is expected	Stipulated date of completion	
1	2	3	4	5	6	7	8	9

Note: 25% to 50% estimated amount shall be considered based on stipulated period of completion

STAMP
OF BIDDER

SIGNATURE

FORM-V

LIST OF RELEVANT PLANT AND MACHINERY

Sr. No.	Name of Equipment	No.of Units	Kind& make	Capacity	Age& condition	Present Location	Remark
1	2	3	4	5	6	7	8
A)	Immediately Available						
B)	Proposed to be procured for the work						

STAMP
OF BIDDER

SIGNATURE

FORM-VI

DETAILS OF TECHNICAL PERSONNEL PROPOSED FOR THIS CONTRACT

Name of the Bidder:

Sr. No.	Name of personnel	Proposed Position	Technical Qualification	Whether working in field or in office	Experience of similar works	Period of work with the bidder	Period dedicated to work awarded in this contract	Remarks
1	2	3	4	5	6	7	8	9

STAMP
OF BIDDER

SIGNATURE

FORM-VII

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "II" & "III"

1. Name of the department, Name of authority, Designation, address, phone number
2. Name of work / Project & location
3. Details of work as the case may be
4. Agreement No.
5. Estimated Cost
6. Tendered Cost
7. Date of start
8. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
9. Amount of compensation levied for delayed completion, if any.
10. Amount of reduced rate items, if any.
11. Performance Report
 - (1) Quality of work Good / At par / Poor
 - (2) Financial soundness Good / At par / Poor
 - (3) Technical Proficiency Good / At par / Poor
 - (4) Resourcefulness Good / At par / Poor
 - (5) General behavior Good / At par / Poor

Dated:

Seal:

Assistant Commissioner/

Executive

Engineer / Superintending Engineer

8.25 RFP DATA SHEET

Sr.No.	Data Information
1	Scope of the works: “Name of Work: Providing 24x7 water supply in NDMC area. Sub Head: - Replacement of House Service Connection AMR Meters, Water Quality Sensors etc. and Assessment of NRW for Continuous water supply system (Part-I) in NDMC area”
2	Name and Address of Employer Executive Engineer , Water Supply Department, New Delhi Municipal Council, Room No. 231, SBS PLACE, Gole Market, New Delhi-110001
3	Period of Completion 12 calendar months from date of issue of work order (including Monsoon)
4	Amount of Earnest Money Deposit shall be as mentioned in the Press RFP Notice and shall be in form of NDMC treasury receipt / DD / Term deposit receipt / FDR from any Nationalized Bank valid for 180 days.
5	Deadline for submission of Tenders as mentioned in Press RFP Notice
6	Period of RFP Validity 180 days from Submission of RFP.
7	RFP opening, Venue, time and date shall be as mentioned in Press RFP Notice
8	Venue, time and date of Pre-RFP Meeting as mentioned in the Invitation of Proposal 2.1
9	Bidder shall submit his RFP by the process of e-tendering as already explained in 5.4 Instruction to bidder.
10	Contact Number : +91 11-23745439
11	Performance Security will be total of 5% of the RFP cost. The successful Bidder shall within 15 days of the award of contract submit performance guarantee as referred in the 7.1 Clause: 1 Release of Performance Guarantee The performance security deposit will be released progressively at equal installments at the end of every year of successful completion of O&M.
11	If the successful Bidder fails to perform or to execute the contract within the period as specified in RFP, his RFP Security (i.e. Earnest Money Deposit) shall be forfeited and the Bidder may be disqualified from further tendering for NDMC.

Chapter 9. LIST OF ABBREVIATIONS:

NDMC	New Delhi Municipal Council
24 X 7	Twenty-Four Hours & Seven Days
AMI	Advanced Metering Infrastructure
AMR	Automated Meter Reading
AVG	Average
AWWA	American Water Works Association
BPS	Booster Pumping Station
CM	Cement mortar
CPHEEO	Central Public Health Engineering & Environmental Organization
Dia.	Diameter
DCU	Data Control Unit
DJB	Delhi Jal Board
DMA	District Metering Area
DoT	Department of Telecommunication
EMD	Earnest Money Deposit
EMF	Electromagnetic Flow meter
EOI	Expression of Interest
FCRI	Fluid Control Research Institute
GL	Ground Level
GIS	Geographic Information System
GOI	Government of India

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HSC	House Service Connection
ICT	Information & Communication Technology
INR	Indian National Rupee
IoT	Internet on Things
ITB	Instructions to Bidders
IWA	International Water Association
JV	Joint Venture
LOA	Letter of Acceptance
LPCD	Litre Per Capita per Day
LPS	Litre per Second
MID	Measuring Instruments Directives
MIS	Management Information System
ML	Million Litres
MLD	Million Litres per Day
MOU	Memorandum of Understanding
NIT	Notice Inviting Tender
NRW	Non-Revenue Water
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
OIML	International Organization of Legal Metrology
PCC	Plain Cement Concrete
PG	Performance Guarantee
PT	Pressure Transmitter

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PERT	Program Evaluation and Review Technique
PLC	Programable Logic Controller
R/A	Running Account
RF	Radio Frequency
RCC	Reinforced Cement Concrete
RTU	Remote Terminal Unit
SIP	System Improvement Plan
TDR	Term Deposit Receipt
TDS	Tax Deducted at Source
TOR	Terms of Reference
UGR	Under Ground Reservoir
UFW	Un-accounted for Water
UPS	Uninterrupted Power Supply
W.E.F.	With effective from
WTP	Water Treatment Plant