

security/guarantee from the contractor (s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

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

## Clause 1. A

### Recovery of security deposit

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

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

The security deposit shall be collected from the running bill of the contract or at the rate mentioned above.

## Clause 2

### Compensation for delay

If the contract fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the NDMC on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

Compensation for delay of the work will be @ 1% per day of the estimated cost of Rs. 56,70,000/- to be computed on per day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the estimated cost of Rs. 56,70,000/-

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 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 –A or the rescheduled milestone (s) in terms of clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone (s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

#### **Clause 2A(Deleted)**

##### **Incentive for early completion**

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

#### **Clause 3**

##### **When contract can be determined**

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

- (i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un workman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agreed to give to any person in NDMC service or to any other person on his behalf any gift or consideration of any kind as and inducement or reward for doing or for bearing to do or for having done or for born to do any act in relation to the obtaining or execution of this or any other contract for NDMC.
- (vi) If the contractors shall enter into a contract with NDMC in connection with which commission has been paid or agreed paid by him or to his knowledge, unless the particulars of any such commission and terms of payments thereof have been previously disclosed in writing to the Engineer in Charge.
- (vii) If the contractor shall contract a contract with NDMC as a result of wrong tendering or other non - bonafide method of competitive tendering.

- (viii) If the contractor being an individual, if a firm or any partner thereof shall act any time be adjudged insolvent or have a receiving order or order of administration of his estate made against him or shall take any proceeding for liquidation for composition (Other than A voluntary liquidation for the purpose of amalgamation for reconstruction) under any Insolvency Act for the time being enforce or make any conveyance or assignment of his effect or composition or arrangements for the benefits of his creditors or purport so to do if any application be made under in any solvency act for the time being in force for the sequestration of his estate or if a trust did be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstance shall arise which entitled the court or the creditor to appoint a receiver or a manager for which entitled a court to make a winding up order.
- (x) The contractor shall suffer and execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (Engagement of labour on piece work basis or of labour with material not to be incorporated in work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer in Charge. When the contractor made him self liable for action under any of the cases aforesaid, the engineer in charge on behalf of NDMC shall have powers.
  - a. To determine the contract as aforesaid (of which termination or rescission notice in writing to the contract under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the security deposit already recovered and performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the NDMC.
  - b. After giving notice to the contractor to measure up the work of the contract and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

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

#### **Clause 3A Deleted**

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

#### **Clause 4**

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

If any case in which any of the power conferred upon the Engineer-in-Charge by Clause 3 hereof, shall have become exercisable and the same are not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for

compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the powers vested in him under the preceding clause he may. If he so desires, after giving a notice in writing to the contractor, take possession of (or at the sole direction of the Engineer-in-charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-charge) all or any tools plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work of any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final and binding on the contractor, otherwise the Engineer-in-charge by notice in writing may order the contractor or his clerk of the works, foremen or other authorized agent to remove such tool plant materials or store from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or sell them by auction or priGSTe sale on account of the contractor and at his risk in all respect and the certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

## Clause 5

### Time and extension for delay

The time allowed for execution of the works as entered in the tender or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from **the 10<sup>th</sup> day of written order to commence the work** or such time period as mentioned in letter of award after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, the NDMC shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee absolutely.

5.1 **The contractor shall submit a programme chart (time and progress) for each milestone along with performance guarantee** and get it approved by the Engineer-in-charge. The chart shall be prepared in direct relation to the time stated in the contract document for completion of item of the works. it shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the works, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone schedule 'A' given in Schedule 'A'.

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

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trade employed on the worker
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in charge in executing work not forming part of the contract, or
- (vi) non-availability of stores, which are the responsibility of the NDMC to supply, or
- (vii) non-availability or break down of tools and plant to be supplied or supplied by the NDMC or
- (viii) any other cause which, in the absolute discretion of the competent authority on behalf of the NDMC is beyond the contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately given notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best

endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

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

- 5.3 In case the work is hindered by the Department or for any reason / event, for which the Department is responsible, 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 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 or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) 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 decisions required to complete the contract 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 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. Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 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 E-in-C 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.
- 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.
- 5.3 Request for rescheduling of milestone and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event, causing delay on the prescribed form. The contractor may also if, practicable, indicate in such a request the period for which extension is desired.
- 5.4 In any such case, the competent authority on behalf of the NDMC may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-charge and this shall be binding on the contractor.

#### **Clause 6 Deleted**

#### **Measurement of work done**

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

All measurements of all items having financial value shall be entered in measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurement shall be signed and dated by the Engineer-in-charge and the contractor or their representative in token of their acceptance. If the contractor objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.

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

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer in- charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-charge and bear all charges and cost of testing

unless specifically provided for otherwise elsewhere in the contract of specifications. The Engineer-in-charge or his authorized representative shall at all times have access to the works and to all workshop and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

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

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

Engineer-in-charge or his authorized representative may cause either themselves or through another officer of the NDMC to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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



**CLAUSE 6 A****Computerized Measurement Book**

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

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

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

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

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

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

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

The contractor shall give not less than seven day's notice to the Engineer in Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and / or test checking the measurement of any work in order that the same may be checked and / or test check and correct dimension thereof to be taken before the same is covered up or placed beyond the reach of checking and / or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer in Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven day's inspect the



work, and if any work shall be covered up or placed beyond the reach of checking and / or of test checking measurement without such notice having being given or the Engineer in Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the material with which the same was executed.

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

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

## **CLAUSE 7**

### **Payment on intermediate certificate to be regarded as advances**

No payment shall be made for work, estimated to cost. Rs. twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over rupees twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the NDMC in triplicate on or before the date of every month fixed for the same by the Engineer-in-charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than half the average monthly value of contract, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-charge shall arrange to have the bill verified by taking or causing to be taken, where necessary the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-charge. The amount admissible shall be paid by 15th working day after of presentation of the bill by the contractor to the Engineer-in-charge together with the account of the material issued by the NDMC, or dismantled materials.

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

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the NDMC to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-charge in his sole discretion on the basis of a certificate from the Assistant Engineer to the effect that the work has been completed upto the level in quest make interim advance payments without detailed measurements for work done (other than foundations and items to be covered under finishing items ) upto lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

**Clause 7 “A”**

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

**CLAUSE 8****Completion Certificate and Completion Plans**

Within ten days of the completion of the work, the contractor shall give notice of such completion of the Engineer-in-charge and within thirty days of the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, as decided by SE(E)/ACE shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed all defects of works and also removed all scaffolding, surplus materials, rubbish and all tents and sanitary arrangements required for his work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of the building,

in, upon, or about which the work has been executed of which he may have had passion for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirements of this clause as to removal defects and scaffolding, surplus materials and rubbish and all tents and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-charge may at the expense of the contractor remove defects scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid. The decision of SE(E)/ Additional Chief Engineer shall be final and binding to contractor.

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

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

**CLAUSE 8 B****Completion Plans to be submitted by the contractor**

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

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work may be fixed by the Superintending Engineer/ Additional Chief Engineer/concerned and in this respect the decision of the Superintending Engineer/Additional Chief Engineer shall be final and binding on the contractor.

**CLAUSE 9****Payment of final bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further

claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified here in 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.

- a) If the Tendered value of work is up to 1 Crore : 2 months
- b) If the Tendered value of work is more than Rs 1 Crore and upto : 3 months  
Rs. 10 Crore
- c) If the Tendered value of work exceeds Rs. 10 Crore : 6 months
- (i) If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the deptt. after prescribed time limit , a simple interest @ 5 % per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor is found to be in order.

## **CLAUSE 9A**

### **Payment of contractor's bill to Banks**

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

## **CLAUSE 10 (Deleted)**

### **Materials supplied by NDMC**

Materials which the NDMC will supply are shown in Schedule of Materials given herein after which stipulated quantity, place of issue and issue rate to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-charge.

As soon as the work is awarded, the contractor shall finalize the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The contractor shall give in writing his requirement to the Engineer-in-charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may thereafter become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

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

The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statement supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-charge shall (whole decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting, assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract, all stores/materials so supplied to the contractor or procured with the assistance of the NDMC shall remain the absolute property of the NDMC and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-charge or his authorized representative. Any such stores/materials remaining unused shall be returned to the Engineer-in-charge in as good a condition in which they were originally supplied at a place directed by him, at place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials, the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the element of storage charges. The decision of the Engineer-in-charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust be liable to the NDMC for all advantages of profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores. Provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the NDMC within the original scheduled time for completion of the work plus 50% thereof or scheduled time plus 6 months whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the competent authority on behalf of the NDMC whose decision in this regard shall be final and binding on the contractor.

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

## **CLAUSE 10 A**

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

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

The contractor shall, at his own expense and without delay, supply to the Engineer-in-charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in charge that the materials so comply. The Engineer-in-charge shall within thirty days of supply of samples or within such further period as he may require intimate to the contractor in writing whether samples are approved by him or not. If samples are no approved, the contractor shall forthwith

arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-charge shall be issued after the test results are received.

The contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer in-charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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

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

#### **Clause 10. B (Deleted)**

##### **Secured Advanced on non-perishable materials**

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

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

##### **Mobilization Advance---- DELETED**

- (ii) Mobilization advance not exceeding 10% of tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more instalments to be determined by the Engineer-in-charge at his absolute discretion. The first instalment of such advance shall be released by the Engineer-in-charge to the contractor on a