

**AGREEMENT**  
**FOR**  
**“SUPPLYING AND INSTALLATION OF**  
**OUTDOOR FITNESS EQUIPMENTS AT VARIOUS**  
**LOCATIONS IN NDMC AREA”**



**EXECUTIVE ENGINEER (CONNAUGHT PLACE)**  
**CIVIL ENGINEERING DEPARTMENT**  
**NEW DELHI MUNICIPAL COUNCIL**  
**1611, 16<sup>TH</sup> FLOOR PALIKA KENDRA**  
**SANSAD MARG, NEW DELHI-110001**

**[www.ndmc.gov.in](http://www.ndmc.gov.in)**

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THIS DRAFT AGREEMENT is entered into at  
 .....on this the ----- day of ....., 2015

BETWEEN

New Delhi Municipal Council represented through Executive Engineer, Connaught Place, Room no. 1611, 16<sup>th</sup> Floor, Palika Kendra, Sansad Marg New Delhi-110001, hereinafter referred as the **NDMC or Engineer-in-Charge**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... through  
 .....(hereinafter referred to as the "**bidder**"/"**contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE MONTH AND YEAR FIRST ABOVE WRITTEN.

*For and on behalf of the Chairperson*

.....  
*New Delhi Municipal Council by The hand of*

Executive Engineer (CP)

*For and on behalf of M/s*

pursuant to the resolutions  
 passed by its Board of  
 Directors in this behalf on the

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## PREAMBLE

### WHEREAS

- A NDMC has conceived and is keen to implement a project envisaging **'Supplying, Installation and Maintenance of outdoor fitness equipments at various locations in NDMC area'** (more particularly described in RFP document).
- B NDMC has invited bids from a Bidding Company or the Lead Member of the interested Bidding Consortium for implementing the Project;
- C In response to the aforesaid invitation for bids, NDMC has received bids from bidders and after evaluating the aforesaid bids, accepted the bid submitted by the lowest bidder (herein after referred to successful bidder) and issued the Letter of Acceptance (LoA) No. D/\_\_\_\_\_/EE(CP)/2015 dated \_\_\_\_/\_\_\_\_/2015 to the successful bidder for execution of project.
- D NDMC has agreed to award the work of **'Supplying, Installation and Maintenance of outdoor fitness equipments at various locations in NDMC area'** to successful bidder on the terms, conditions and covenants hereinafter set forth in this Agreement.
- E There are approximate 18 (eighteen) locations where the equipment could be placed (as per Schedule - A). The locations may be altered as per requirement at the time of actual execution of work and as per site feasibility. The number of locations may deviate by **± 5 locations**.

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2. **PRINCIPLES OF INTERPRETATION**

- a. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations having legal capacity to sue and be sued in their names.
- b. Words importing the singular also include the plural and vice-versa where the context requires.
- c. Words importing one gender also include other gender.
- d. Any word not specifically defined herein shall have the same meaning as is given in the standard Oxford Dictionary, with reference to the context in which it is used.

3. **SCOPE OF PROJECT**

The Scope of Project is intended to define the work activities as accurately as possible. The Proponent is encouraged to use innovation when developing its proposal and propose revisions or alternatives that are considered beneficial to the project. NDMC is seeking proposals for **'Supplying, Installation and Maintenance of Outdoor Fitness Equipment at various locations in NDMC area'**. These Outdoor Fitness Equipments have also to be maintained for five years including the One year warranty in Supplying, Installation and Maintenance of Outdoor Fitness Equipments.

All the Outdoor Fitness Equipments shall be complied with the specified standards as per the indicative designs/ layouts defined in RFP. All the Outdoor Fitness Equipments shall be suitable, safe & durable and to be designed to withstand outdoor intense use by General Public and meeting all the relevant specifications, certifications, and shall be assembled & installed as per the manufacturer's specifications/ guidelines.

4. **GENERAL INSTRUCTIONS**

- 4.1. The Consortium shall, inter alia formed as a Special Purpose Company (SPC) registered in India for the implementation of the Project. The SPC would enter into the Contract Agreement and subsequently carry out all the responsibilities of the Successful Bidder and undertake the Project as stipulated in the Contract Agreement. The shareholding of the each members of the Consortium in the SPC must be minimum 26% (Twenty Six Percent) in compliance with the criteria specified in the RFP document. However, the membership structure of the contractor shall not be changed by the contractor without NDMC's prior written approval. The equity share holding of each member in the Consortium shall not be changed till the successful completion/implementation of project and shall not be less than 26% (twenty six per cent) during the AMC Period.
- 4.2. The Lead Member of the Consortium shall maintain a minimum equity component of at least 26% for the entire Five years.
- 4.3. Members of the Consortium shall be liable jointly or individually for the execution of the Project in accordance with the terms of the Contract Agreement.
- 4.4. The Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member of the SPC. Such Lead Member shall hold authorization in the form of Power of Attorney. The Proposal must designate one or more person(s) to represent the successful Bidder in its dealings with

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NDMC. Unless specifically advised to the contrary, NDMC will assume that the person(s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to enquiries and entering into contractual commitments on behalf of the successful bidder or the Consortium as the case maybe.

## CLAUSES OF CONTRACT

### 1. **CLAUSE – 1: PERFORMANCE SECURITY**

- 1.1. The selected bidder has to submit the requisite interest free Performance security equivalent to **10% (Ten percent)** of total awarded amount for the project in form of Bank Guarantee/ Demand Draft from a Scheduled Bank within **7 (Seven) days** from the date of issue of LoA and the validity of performance security shall be up to the end of the contract period.
- 1.2. The selected bidder has to submit certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution, delivery and performance of this Contract Agreement to NDMC within **7 (Seven) days** from the date of issue of LoA.
- 1.3. The Performance Security 10% of the total gross award of work furnished by the successful bidder will be released after completion of **5 (Five) years** maintenance period.
- 1.4. In case, the Performance security is not furnished by the successful bidder during the **10 (ten) days** time period then the Contract will be terminated and bid security will be forfeited. The bidder will be debarred for participating in future NDMC project at least for two years.

### 1A. **CLAUSE - 1A: DELETED**

### 2. **CLAUSE - 2: COMPENSATION FOR DELAY**

#### 2.1. **TIME ALLOWED TO SUPPLY & INSTALL THE EQUIPMENTS**

The Fitness Equipment Provider/ Contractor shall submit Plans/ Time Line and preliminary schedules to NDMC within **7 (Seven) days** from the date of signing of the contract agreement. Contractor should complete installation of all equipments within **100 (one hundred) days** from the date of signing of the contract agreement. Any extension of time schedule will be at the discretion of NDMC. Failure to comply the time schedule described in the agreement for execution of the project, will invite the penalty @ 1.0% (One per cent) of the cost for Part-A per week for delay subject to a maximum of 10% (Ten percent) of the cost for Part - A. NDMC may rescind/ terminate the work as per the Termination Clause - 3.

#### 2.2. **COMPREHENSIVE REPAIR AND PENALTY CLAUSE**

The selected bidder/ Contractor shall bear the cost of day-to-day repairs and maintenance including cost of all the parts as defined herein. All repairs shall be the responsibility of Contractor. The contractor will keep sufficient stock of the spares required frequently to attend the complaint within reasonable time.

- a) Small Complainants to be attended within **24 hours**.
- b) Major complaints to be attended within **7 days**.
- c) In case of non attending the complaints within the stipulated time, a penalty of **Rs. 500/- per day** for each equipment will be deducted from the running bills. In case of vandalism or theft, the requisite action will be taken as per law.

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2A. **CLAUSE 2A: DELETED**

3. **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 unworkman 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 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 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

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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, 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 (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the 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.

### 3A. **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. In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits.

- a) If the Tendered value of work is up to Rs. 45 Lac: 15 days.
- b) If the Tendered value of work is more than 45 and up to Rs. 2.5 Crore: 21 days.
- c) If the Tendered value of work exceeds Rs. 2.5 Crore: 30 days.

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If PG is not released within prescribed time limit, then a simple interest @

0.25% per month shall be payable on PG amount to the contractor from the date of expiry of prescribed time limit.

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of tendered amount subject to maximum limit of Rs. 10 Lacs.

**4. 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.

**5. CLAUSE - 5: TIME AND EXTENSION FOR DELAY**

The time allowed for execution of the Works 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 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, NDMC shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the bid security & performance security absolutely.

- 5.1. The Contractor shall submit a Programme Chart (Time and Progress) for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by

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agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases complete the work as per mile stones.

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

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) any other cause which, in the absolute discretion 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 authority but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within seven days of the happening of the event causing delay. 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 authority may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority in writing. 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 and this shall be binding on the contractor.

6. **CLAUSE - 6: MEASUREMENTS OF WORK DONE** - Not applicable

7. **CLAUSE - 7: PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES** - Not applicable

7A. **CLAUSE - 7(A):**

The selected bidder/ contractor has to furnish either copy of application licenses/ registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time & Progress) within the period of **15 (Fifteen) days** from the date of issue of offer letter.

No running account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge. Junior Engineer incharge of work must certify an established that all payments to labourer employed on work have been fully paid by contractor through ECS or NEFT or by cheque or online transfer into their bank account.

8. **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

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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.

8A. **CLAUSE - 8A: Contractor to Keep Site Clean**

The work site shall be maintained clean without any malba or undesirable material. The building material and other equipments shall be stacked properly to avoid ugly look of work site: without waiting for the actual completion 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.

9. **CLAUSE - 9: Payment of Bills**

- 9.1. Running payments will be made as per progress of the work.
- 9.2. All the levies such as Income Tax, Cess and VAT etc. imposed by Government of India/ Government of NCT of Delhi time to time will be deducted from running payments.
- 9.3. The successful bidder/ contractor will get insured all the Outdoor Fitness Equipments from reputed insurance company every year in advance and submit the insurance certificates/documents to NDMC.

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- 9.4. The contractor shall at its sole expense and risk carry out procurement, installation, management and maintenance.
- 9.5. The rates quoted by the contractor for AMC for fitness equipment in form of percentage of value of fitness equipment for comprehensive maintenance for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> year separately are inclusive of all the required parts, consumables like oiling, greasing, polishing, painting and denting, welding, nut & bolts etc. The quoted rate for AMC shall be including all taxes (excluding Service Tax), maintenance and repairing spares, labour charges etc. Nothing will be paid extra for AMC keeping the equipments in functional condition at all time.

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- 9.6. The complete payment for Part – A shall be made after completion of Part-A and after deduction of all mandatory deduction mentioned herein, subject to 65% (sixty five per cent) of the total awarded value of the project or cost of Part-A, whichever is less. The payment for Part-B shall be made in quarterly basis after deduction of all mandatory deduction mentioned herein.
- 9.7. If there is any balance amount left on account of supplying and installation of outdoor fitness equipment as per the above, the remaining part (65% (sixty five per cent) of the total awarded value of the project minus the cost of Part-A) would be released in equal installments after the end of 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> years, along with applicable amount of part-B, if all terms and conditions of annual maintenance of the agreement are complied with satisfactorily by the contractor.

**9A. 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.

**10. CLAUSE - 10: MATERIALS TO BE PROVIDED BY THE CONTRACTOR**

- a. The contractor shall, at his own expense, provide all materials, required for the works.
- b. The contractor shall, at his own expense and without delay, supply to the Engineer-in- Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-

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in-Charge shall be issued after the test results are received.

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

10B. **CLAUSE - 10B: DELETED**

10C. **CLAUSE - 10C: DELETED**

10D. **CLAUSE - 10D: 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.

11. **CLAUSE - 11: WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.**

#### **INSTALLATION OF OUTDOOR FITNESS EQUIPMENT ON STRONG FOUNDATION**

- 11.1. The Locations where the Outdoor Fitness Equipments are to be placed will be informed by NDMC after the signing of Contract Agreement. Then the successful bidder/ contractor will make foundation, etc. as per requirements for installation of Outdoor Fitness Equipments. They install the equipments in the said premises at their own cost and expenses. No alterations or damage should be caused

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to the area. In case any damage is caused to NDMC's assets/premises by the successful bidder/ Contractor, the cost of same shall be recovered from the successful bidder/ contractor by NDMC. The contractor will make his own arrangements at his cost to get the equipments installed/erected strictly as per the approval given by the NDMC.

- 11.2. The space arrangements for Outdoor Fitness Equipments shall be strictly as per NDMC's approval in accordance with the standard. The quality of Outdoor Fitness Equipments and its foundation shall be of very high standards and sound enough and it should not spoil the look/aesthetics of the project site. If in the opinion of NDMC, the quality/standard of Outdoor Fitness Equipments and its foundation is not up to the mark, NDMC may instruct replacement of such Equipments and the same shall be binding on the contractor to demolish and recast the constructed foundation. No claim in the sub-standard material / equipments / foundation etc. will be entertained by the NDMC.
- 11.3. The structural design of the cement concrete foundation for all the Outdoor Fitness Equipment shall be vetted from reputed institution like IIT's, DTU, NCB - Ballabgarh etc.
- 11.4. After installation of the Outdoor Fitness Equipments, a safety certificate is to be issued by the Third party Quality assurance agency or reputed approved Agency for certification for safely installation of Outdoor Fitness Equipment for Open area for General Public and the equipments are installed as per the required standard/ specifications of the manufacturer. Third party quality Assurance agency may be specified by the manufacturer for their products / equipments.
- 11.5. All the Outdoor Fitness Equipments at the location shall be installed in one lot and simultaneously not more than six locations, the work shall be carried out.
- 11.6. The Contractor at his own cost shall take the necessary statutory certificates and approvals as per government rules time to time.
- 11.7. The Contractor should maintain such equipment in a neat and good working condition during AMC period and shall apply with all applicable laws and ordinances.
- 11.8. The Contractor will ensure that the installed Outdoor Fitness Equipments are in good working condition and safe for General Public all the time.
- 11.9. The Contractor shall ensure that all the equipments are properly assembled and fitted. No claim for damages or compensation for inconvenience in this regard will be entertained by NDMC.
- 11.10. 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 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.
- 11.11. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and

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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.

- 11.12. Contractor must provide all the details/ information regarding the safety precautions for the users for all the outdoor fitness equipments and also inform the authorized/ reputed agency available in Delhi/ NCR for certifications of the installed outdoor fitness equipments in NDMC area as per the relevant standard/specifications.

## 12. **CLAUSE - 12: DEVIATIONS/VARIATIONS EXTENT AND PRICING**

There are approximate 18 (eighteen) locations where the equipment could be placed (as per Schedule - A). The locations may be altered as per requirement at the time of actual execution of work and as per site feasibility. The number of locations may deviate by **± 5 locations**.

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.

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.

## 13. **CLAUSE - 13: FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If at any time after acceptance of the tender, Engineer-in-charge shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor 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.

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The contractor shall be paid at contract rates, full amount for works executed at site in view of the foreclosure;

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.

14. **CLAUSE - 14: DELETED**

15. **CLAUSE - 15: SUSPENSION OF WORK**

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

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

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

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

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

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

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

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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.

16. **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 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

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in time) for this default.

**17. 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 premises 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 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 performance security deposit.

**18. CLAUSE - 18: CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.**

The contractor shall provide at his own cost all materials, machinery, tools & plants, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his performance security deposit.

**18A. 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 performance 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

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his giving to NDMC full security for all costs for which NDMC might become liable in consequence of contesting such claim.

**18B. 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 or under the Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by NDMC Contractors, NDMC will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the NDMC under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, NDMC shall be at liberty to recover such amount or any part thereof by deducting it from the performance 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.

**19. 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 licence until the completion of the work. The contractor shall also comply with provisions of the interstate migrant workmen (Regulation of employment and conditions of service) Act 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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.

**19A. CLAUSE - 19A: NO LABOUR BELOW THE AGE OF FOURTEEN YEARS SHALL BE EMPLOYED ON THE WORK.**

**19B. 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

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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 New Delhi Municipal Council 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 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

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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. 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.

**19C. CLAUSE - 19C:**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per NDMC Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty 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.

**19D. CLAUSE - 19 D:**

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

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

Failing which the contractor shall be liable to pay to NDMC, a sum 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.

**19E. 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.

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**19F. 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.

**19G. 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 tendered value of the work. 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-

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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).

19H. **CLAUSE - 19 H:**

The contractor shall at his/their own cost provide his/their labour with a sufficient number of huts of the required specifications as per labour laws, on a suitable plot of land to be approved by the Engineer-in-Charge.

19I. **CLAUSE - 19I:**

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.

19J. **CLAUSE - 19J:**

It shall be the responsibility of the contractor to see that the site of work is not occupied by anybody unauthorizedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete work site. If such work site though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said work site 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.

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**19K. CLAUSE - 19K: EMPLOYMENT OF SKILLED/SEMI SKILLED WORKERS**

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from RIPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate 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 tendered cost being less than Rs. 5 crores.

**19L. CLAUSE - 19L:**

The contractor shall have registration with EPFO and ESIC. 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.

**20. 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.

**21. CLAUSE - 21: WORK NOT TO BE SUBLET. ACTION IN CASE OF INSOLVENCY**

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

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employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the NDMC shall have power to adopt the course specified in Clause 3 hereof in the interest of NDMC and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

22. **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.

23. **CLAUSE - 23: DELETED**

24. **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.

25. **CLAUSE - 25: SETTLEMENT OF DISPUTES & ARBITRATION**

- 25.1. 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:
- 25.2. 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 on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within **15 (Fifteen) days** request the Superintending Engineer (Civil) in writing for written instruction or decision. Thereupon, the Superintending Engineer (Civil) shall give his written instructions or decision within a period of **1 (one) month** from the receipt of the contractor's letter.
- 25.3. If the Superintending Engineer (Civil) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer (Civil), the contractor may, within **15 (Fifteen) days** of the receipt of Superintending Engineer (Civil)'s decision, appeal to the Chief Engineer (Civil) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer (Civil) shall give his decision within **30 (Thirty) days** of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the Chief Engineer (Civil), the contractor shall within a period of **30 (Thirty) days** from the receipt of The Decision give notice to the Chief Engineer (Civil) for appointment

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of arbitrator, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- 25.4. Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairperson, NDMC, If there be no Chairperson, the administrative head of NDMC. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 25.5. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer (Civil) of the appeal.
- 25.6. It is also a term of this contract that no person, other than a person appointed by such Chairperson NDMC or the administrative head of NDMC as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 25.7. It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within **120 (One Hundred Twenty) days** of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the NDMC shall be discharged and released of all liabilities under the contract in respect of these claims.
- 25.8. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 25.9. It is also a term of this contract that the arbitrator shall adjudicate on only 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/- (Rupees One Lac), the arbitrator shall give reasons for the award.
- 25.10. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- 25.11. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part there of shall be paid and fix or settle the amount of costs to be paid.

26. **CLAUSE - 26: BIDDER 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

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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 therefrom, 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.

27. **CLAUSE - 27: DELETED**

28. **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.

29. **CLAUSE - 29: WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM BIDDER**

- (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 performance security, and for the purpose aforesaid, the Engineer-in-charge or the NDMC shall be entitled to withhold the performance security deposit, 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 performance 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

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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.

30. **CLAUSE - 30: DELETED**

31. **CLAUSE - 31: UNFILTERED WATER SUPPLY**

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

32. **CLAUSE - 32: ALTERNATE WATER ARRANGEMENTS**

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.

33. **CLAUSE - 33: DELETED**

34. **CLAUSE - 34: DELETED**

35. **CLAUSE - 35: DELETED**

36. **CLAUSE - 36: EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES**

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Contractor's 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 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. 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 Engineer-in-Charge 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 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

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than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-charge.

- (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

**37. CLAUSE - 37: LEVY/TAXES PAYABLE BY CONTRACTOR**

- (i) Sales Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and NDMC shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
- (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.

**38. CLAUSE - 38: CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS**

- (i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the

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contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

- (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.

39. **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.

40. **CLAUSE - 40: IF RELATIVE WORKING IN NDMC THEN THE BIDDER NOT ALLOWED TO BID:**

The bidder shall not be permitted to RFP for works in the NDMC circle 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 bidder would render him liable to be removed from the approved list of bidders of this Department. If however the bidder is registered in any other department, he shall be debarred from bidding in NDMC for any breach of this condition.

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

41. **CLAUSE - 41: NO ENGINEER TO WORK AS BIDDER 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 bidder 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 RFP or engagement in the bidder's service, as the case may be.

42. **CLAUSE - 42: RETURN OF MATERIAL & RECOVERY FOR EXCESS MATERIAL USED - Not applicable**

43. **CLAUSE - 43: COMPENSATION DURING WARLIKE SITUATIONS: Not**

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applicable

44. **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 bidder shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

45. **CLAUSE - 45: RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE – Not Applicable**

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## GENERAL TERMS AND CONDITIONS OF AGREEMENT

### 1. TRANSFER OF PROJECT WORK

During the Execution of the Project i.e. **100 (one hundred) days** from the date of signing of Contract, the successful bidder/ Contractor shall not transfer, assign or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the project or to use any part thereof. All the equipments installed under this contract shall be the assets of NDMC exclusively.

The project site can only be used for installation of outdoor fitness equipments.

2. The Contractor shall carry out installation at the locations provided in strict compliance with all applicable laws.
3. Contractor is required to first obtain NDMC's written approval on his proposed drawings and specifications of all plans. If NDMC is not satisfied and raises any objections, the contractor shall be required to appropriately amend/ modify his scheme/ plans within a reasonable time frame and seek NDMC's approval once again. The deputed engineers of NDMC will have full and unfettered access to inspect and check the materials before and after installation. All instructions issued by them in this regard will be complied with in full and within time stipulated by the Engineer-in-Charge. No claim or compensation will be sought by the contractor on this account.
4. The Contractor shall be solely responsible and liable, at his own cost for all maintenance, upkeep and repairs of the equipments and its entire components up to completion of the work. The contractor shall also carry out rectification of defects in the design or construction of any component of the works at its own cost up to completion of project.

### 5. THE SPECIFICATIONS, MATERIALS AND SCHEMATIC LAYOUT OF EQUIPMENTS

- 5.1. The specifications and material for outdoor fitness equipments are given in Schedule – B and the schematic layout for outdoor fitness equipments are given in Annexure - 9 for information purpose. However the same may differ as per the manufacture's specification and its layout plan/ design for all the outdoor fitness equipments as mentioned in Annexure-6, for which all the details are to be submitted by the bidder in Technical Bid invariably such as;
  - 5.2. Single line layout plan of the location, where equipments are to be installed.
  - 5.3. Equipment Layout& its specifications with materials,
  - 5.4. Precautions and standards for maintaining equipments,
  - 5.5. Provisions and measures for safety.

### 6. SAFETY AND SECURITY MEASURES

- 6.1. The Contractor shall be solely responsible and liable, at his own cost, for all maintenance, upkeep and repairs of the equipments and its entire components up to completion of the work. The contractor shall also carry out rectification of defects in the design or construction of any component of the works at its own cost up to completion of project.
- 6.2. The Contractor shall be responsible at its cost, for procurement, transport, receiving, unloading and safe keeping of all equipment and

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other things required for the installation and maintenance of the equipments.

**7. ALTERATION AND RENOVATIONS**

7.1. The Fitness Equipment Provider/Contractor will be allowed to carry out any alterations or renovations, for which the Contractor will need to take prior written approval from NDMC through a written approval from NDMC through a written notice prior to commencement of any alteration works, if necessary NDMC reserves the right to ask for and review the renovation plan/ drawings before providing consent.

7.2. The Fitness Equipment Provider/Contractor will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas like parks, lawns, etc during the process of alteration. The Contractor will have to bear the cost of the damages.

**8. NOTICES**

That any notice under the terms of this Agreement shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorized representative giving such notice. Notice shall be addressed as follows:

OFFICE OF THE EXECUTIVE ENGINEER (CP),  
CIVIL ENGINEERING DEPARTMENT,  
NEW DELHI MUNICIPAL COUNCIL,  
ROOM No. 1611, 16th FLOOR, PALIKA KENDRA,  
SANSAD MARG, NEW DELHI-110001.

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Schedule ALocations for the Outdoor Gym Equipments can

Sl. No.	Location	Sets
1.	Sanjay Lake near Swimming poll, BHS Road	1
2.	Subhash Park, Netaji Nagar	1
3.	Jhanda park, Netaji Nagar	1
4.	Bharat Samaj Kendra, Netaji Nagar	1
5.	Nauroji Nagar Market Park	1
6.	Palika Gram Park Laxmi Bai Nagar	1
7.	Modern Park, Sec. 4 Gole Market	1
8.	Near Type-I, 750 Qtrs. Sec. 3, Gole Market	1
9.	57-70 block, Kali Bari Marg	1
10.	XY Block near Community Centre, Sarojini Nagar	1
11.	D G Block Park Sarojini Nagar	1
12.	Babar Road Park	1
13.	Todermal Lane Park	1
14.	Bapa Nagar Park	1
15.	Pandara Park	1
16.	B K Dutt, colony	1
17.	Veer Savarkar Park, Lodhi Colony	1
18.	Hanuman Road RWA Park	1
	<b>Total</b>	<b>18</b>





**Schedule - B****GENERAL SPECIFICATIONS FOR OUTDOOR FITNESS EQUIPMENT**

Subject	Standard for Outdoor Fitness Equipment
User weight	The fitness equipment should be designed for 120kg user weight.
TUV / CE certificate etc.	All the equipments shall be Third Party Quality certified as per the specified standard.
Safety and Quality standard	The Outdoor Fitness Equipments should be confirming to the required standard for safety and quality as per DIN / ASTM / CPSC / ES / BIS etc.
Nuts & Bolts	Stainless steel 316 & lock-nut etc.
Material	Galvanized Steel Pipe, cleaned by sand-blasting, then coated with phosphate solution, and finished with electro-static powder coating or other similar available material meeting the required standard
Anti Rust	Shot blast/grit blasting of equipment to clean the rust. Electrostatic powder coating technique: To process the pipe surface.
Column	The mild steel pipe, column footing plate screw with a pull-burst, the surface rust, acid degreasing, cleaning, phosphate rust after a special process, throwing sand, Imported plastic powder with a double surface household-level spraying layer, electrostatic spray, high-temperature plastic 200 degree baking powder, smooth surface, UV resistant or as specified by the manufacturer's specification.
Seat and plastics	LLDPE / metal with any protection / composite material with any protection infiltration of anti-ultraviolet, anti-static de-colorization element passing, strength, smooth surface, security assurances, weather resistance etc.
UV	Fully resistant
Platforms	High Strength punching plate, with a special process dealing with wavy surface microscopy, safe and beautiful non-slip resistance.
Fasteners	Stainless steel screws to be used, and at the contact point with the columns- rubber pads to be used, screw top cover with a plastic cap, to enhance its security

TECHNICAL BID

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FINANCIAL BID

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MINUTES OF PRE-BID CONFERENCE

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COMMUNICATIONS WITH BIDDERS

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