

TENDER NOTICE

Percentage online tenders are invited for and behalf of **THE DWARKA NAGARPALIKA, DWARKA, DIST. DEVBHOOMI DWARKA** from competent Contractors having with sound technical and financial capabilities fulfilling the qualifying requirements stated hereunder for the following work.

Name Of Work	Tender Amount	Earnest Money Deposit	Tender Fees	Time Of Completion
Renovation and Repairing Work of 4 Location Under 15th Finance Untide Grant Year 2023-24 in Different Area of Dwarka Nagarpalika At. Dwarka, Dist. Devbhumi Dwarka	Rs.3728000.00	Rs.38,000/-	Rs.1500.00 (Non Refundable)	6 months

Contractor Should have appropriate class Registration ("E1" Class or above) of R&B, PWD and other Govt. Recognize Department, Registration Certificate should necessary to Valid for current calendar year.

Earnest Money deposit mentioned above shall be paid by FDR & Tender Fee in favor of **Chief Officer Dwarka Nagarpalika, Dwarka (TENDER WITHOUT THE EARNEST MONEY DEPOSIT WILL BE REJECTED.)** The Tender shall submit along with tender details of equipment staff, Income Tax, GST Registration Certificate and P.F. number, Pan card etc.

Note:- The value of work carried out by bidders in previous year will be suitable considered taking in to account the price in subsequent year Submission of tender shall be done strictly as per "specific instructions" to tenderers contained in the tender document.

The Dwarka Nagarpalika Dwarka takes no responsibility for delay, loss or non receipt of tender documents sent by COURIER SERVICE, TELEX, TELEGRAPHIC, FAX OFFERS WILL NOT BE ACCEPTED. Dwarka Nagarpalika Dwarka reserves the right to reject any or all tenders without assigning any reasons thereof.

**The Chief Officer
Dwarka Nagarpalika
Dwarka**

TENDER DOCUMENTS, TERMS & CONDITIONS

CHIEF OFFICER, DWARKA NAGARPALIKA INVITES TENDER FOR Renovation and Repairing Work of 4 Location Under 15th Finance Untide Grant Year 2023-24 in Different Area of Dwarka Nagarpalika At. Dwarka, Dist. Devbhumi Dwarka

This is two bid tendering system and the tender documents consists of::

Qualification Criteria

- II. Necessary documents of Vendor to be submitted are mentioned as below:-
 - A. Registration Certificate "E1" – Class OR ABOVE in R&B, PWD, and other Govt. Recognize Department valid for current calendar year.
 - B. Solvency Certificate
 - C. PAN CARD Copy
 - D. GST Registration Details
 - E. PF Registration
 - F. Professional Tax Receipt
 - G. Experience Certificate (3A).
 - H. I.T. Returns of Last Three(3) Years
 - I. Machinery & Equipments list
 - J. Any tender Offer Submitted with physical documents must not mansion or indicates financial quotation in it. Financial Bid must be submitted online only.
 - K. **The amount shown in Schedule-B in the tender for this work excluded GST. So at the time of payment, GST will be paid in addition to the rate of schedule B as per the rules of the government.**
 - L. Free Defect liability period of this work 3 years. (after getting the work completion certificate from the department)
 - M. Bidder must online upload all necessary tender document (Tender Fee, EMD, Registration Certificate, Solvency Certificate, PF Registration Certificate etc. and Indicate as above (a to j) submit.
 - N. Bidders have to send tender fee and EMD only in hard copy. No other documents have to be sent in hard copy.

- O. The agency whose tender will be approved will have to show all the original documents uploaded to the municipality when asked by the Dwarka municipality.
- P. All tender documents are to be uploaded online for this work. Also, Dwarka Municipality will evaluate the tender based on the uploaded documents.
- Q. After the completion of the work, the contractor receives the completion certificate from the Dwarka Municipality and after completion of the free defect liability period of three years, the deposit equal to five percent will be refunded. In this period of three years, any damage, repairs, leakages etc. in the road should be done by the agency as per the instructions of Dwarka Municipality.
- R. Tender Fee and EMD must Name of “Dwarka Nagarpalika”.
- S. Before submitting the tender (Online Tender) for the work, the contractor should visit the Dwarka work site and study it, then obtain the site visit certificate from the Dwarka Municipality and attach it with the online tender documents. Otherwise, the tender will not be considered valid.

Firms who meeting all above eligibility criteria shall submit their bid, otherwise same will be rejected by concern authority.

FORM OF TENDER

Place:- _____
Date:- _____

Dear Sir,

Having examined the drawings, specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions, Schedule of quantities and conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

M E M O R A N D U M

1. **Description of :-** CHIEF OFFICER, DWARKA NAGARPALIKA INVITES TENDER FOR **Renovation and Repairing Work of 4 Location Under 15th Finance Untide Grant Year 2023-24 in Different Area of Dwarka Nagarpalika At. Dwarka, Dist. Devbhumi Dwarka.**
2. **Earnest Money :-** Rs. 38,000.00
3. **Time allowed for Completion of the works :-** 6 Months
From tenth day after the Date of written order to Commence work
4. Should this tender be accepted, Is we hereby agree to abide by and fulfill the terms and provision of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Employer the amount mentioned in the said conditions.
5. I/We have deposited a sum of **Rs.38,000.00** as earnest money with the office which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the employer.
6. I/We enclose herewith evidence of my/our experience of executing of works of similar nature and magnitude, carried out by me/us in the prescribed preformed and also details of equipments, staff, the income tax and sales tax clearance certificates and registration certificates.

Name of the partner of the :-

Firm authorized to sign :-

OR

Name of person having power :-

of Attorney to sign the

contract (Certified true copy :-

of the power of Attorney :-

should be attached :-

Yours faithfully

Signatures and addressed of witnesses :-

1.

2.

**GENERAL INSTRUCTIONS TO CONTRACTORS AND
SPECIAL CONDITIONS**

**ONLINE TENDERS SHOULD BE ADDRESSED TO THE DWARKA
NAGARPALIKA, DWARKA, DIST. DEVBHOOMI DWARKA. TENDER FOR
Renovation and Repairing Work of 4 Location Under 15th Finance Untide
Grant Year 2023-24 in Different Area of Dwarka Nagarpalika At. Dwarka,
Dist. Devbhumi Dwarka**

No tender will be received after 18.00 hours on dated: 06/07/2026 under any circumstances whatsoever.

1. (a) Tenders will be opened in the office **The Chief Officer, Dwarka Nagarpalika, Dwarka Dist. Devbhoomi Dwarka** on dated: 07/07/2026 at time of 11.00 a.m. (if possible)
- (b) Tenders shall remain open to acceptance for a period of three months from the date of opening the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
- (c) The tenderer must use only the online forms issued by the Dwarka NagarPalika.
2. (a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid.
- (b) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while initials of the tenderer must attest filling the tender. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void at the employer's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.
- (c) Each of tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General conditions of contract, specifications, special conditions, etc., as laid down. Any tender with any of the documents not so signed will be rejected.
- (d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
3. Dwarka NagarPalika does not bind itself to accept the lowest or any tender and reserves to itself the right to accept any tenders or reject any or all tenders either in whole or in part, without assigning any reasons for doing so.
4. (a) Intending tenderers shall pay as earnest money a sum of **Rs. 38,000.00** by **FDR** valid work completion time limit (**EOS Tenderer and Dwarka NagarPalika**). The earnest money will be returned to the tenderer if his tender is not accepted but without any interest.
- (b) Under no circumstances earnest money deposit will be accepted in the form of fixed deposit receipts or Bank or Insurance guarantee or cheque.

5. The earnest money deposit **Rs.38,000.00** paid by the successful tenderer when the submitted his tender shall be held by the Employer as security for the execution and the fulfillment of the Contract. No interest shall be paid on the said deposit.
6. On receipt of intimation from the Dwarka Nagar Palika of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of conditions.
7. (a) Total Security Deposit **5%** including Earnest Money Deposit of Contract Value as initial Security Deposit will be deposited in FDR or by Demand Draft from Schedule Bank within 10 days after acceptance of tender. The Earnest Money will be adjusted against the Security Deposit.
(b) In addition to the Security Deposit as above, as further security for the due fulfillment of the contract by the Contractor, **5% of the value of work done** will be deducted as retention money by the Employer from each payment to be made to the Contractor. On the Dwarka Nagar Palika, Certificate of the completion of the works, the contractor would be paid the retention money and the security deposit that will be released by the employer after rectification of the defects pointed out during the defects liability period. The amounts retained by the employer shall not bear any interest.
(c) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this contract may be deducted from his Earnest Money and the security deposit if the amount so permits and the Contractor shall, unless such deposits has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
8. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written, consent of the Employer. In case of breach of these condition the employer may to serve a notice in writing on the contractor rescinding the contract we here upon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the contractor.
9. The contractor shall carry out all the work strictly in accordance with drawings, and details. If in the opinion of the Dwarka Nagar Palika Changes have to be made in the design and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge. Dwarka Nagar Palika such case shall be final and shall not be open to arbitration.
10. A schedule of probable quantities in respect of each work and specifications accompany these special conditions. The schedule of probable quantities is liable to alternation by omissions, deductions or additions at the discretion of the Dwarka Nagar Palika Engineer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.
11. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.

12. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion water, Electric consumption, meters, double scaffolding, centering, boxing, staging, planking, timbering and pumping out water including baling, fencing, hoarding, plant and equipment, storage sheds, watching and lighting, by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, streets,
13. cellars, vaults, ovens, pavements, walls, houses, buildings, and all other erections matters or things, and the contractor shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shorting etc., as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Dwarka Nagar Palika. The rates quoted shall be demand to be for the finished work to be measured at site.
14. The rates shall also be firm and shall not be subject to exchange variations, labor conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates sales tax, excise duty, octroi and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable. No claim in respect of sales tax, excise duty, octroi or other tax, duty or levy whether existing or future shall be entertained by the Employer.
15. The contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, works able and self-supporting. The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account.
16. Time allowed for carrying out the work is mentioned in the memorandum shall be strictly observed by the contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be preceded with all the due diligence and if the contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 27 of the Conditions of contract. The tendered shall before commencing work prepare a detailed work programme which shall be approved by the Dwarka nagar Palika.
17. Tenders will be considered only from recognized bonafied contractors in the trade concerned. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the Contractors in it and the time within which the works were completed.
18. Special attention of the tenderer is drawn to the alternative items in the Schedule of probable quantities, the rates and amounts for these alternative items shall be duly filled in and the tenderer is informed that his tender will not be considered unless the alternative rates are given for these items. The employer reserves to himself the right to adopt any of the alternative items, either in scrutinizing and deciding upon the tender or later when the works are being executed.
19. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such

works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect thereof. The employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

20. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. The Dwarka Nagar Palikawill issue schedule of instructions in respect of such additional items and their quantities in writing with the prior consent in writing of the employer.
21. The successful tenderer must co-operate with the other contractors appointed by the Employer so that work shall proceed smoothly with the least possible delay and to the satisfaction of the Dwarka Nagar Palika.
22. The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Dwarka Nagar Palika and also in compliance of the requirements of the local public authorities and no deviation on any account will be permitted.
23. The successful tenderer should make his own arrangement to obtain all materials required for the work including cement and steel.
24. The tenderer shall submit along with his tender a list mentioning the names of manufacturers of specialised items like steel windows, patented waterproofing, flush doors, floor tiles, false ceiling etc., which he proposes to use in the work if his tender is accepted.

The tenderer shall submit along with his tender a list mentioning the names of manufacturers of specialised items like switch fuses, electric cables, electrical accessories, various fixtures and fittings, transformers, pumps etc, which he proposes to use in the work if his tender is accepted.

Samples of all fittings and fixture or materials quoted for and illustrations with descriptive literature on the shall accompany the tender. The samples and the literature so submitted by the successful tenderer shall be retained.

25. (a) The rates quoted by the contractor shall include expenditure for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water, including obtaining Municipal connection for his lab our as well as for construction purpose and all charges for water shall be borne by him. If Municipal water is not available and should it become necessary for the contractor to bore wells for obtaining water for construction purposes or to bring water from outside by tankers, the employer shall not be liable to pay any charges in connection therewith. In case water is to be supplied by the owner, it will be supplied at one point near the work site. The contractor has to make his own arrangements for distribution/extension of lines required to facilitate the work. Water charges at the rate of 1/2% of cost of work will be recovered from the contractor.
- (b) The rate quoted in the tender shall also include electric consumption charges for power. If no power is available at the site, the contractor shall have to make his own arrangements to obtain power connections and maintain at his own expense on efficient service of electric light and power and Shall pay for the electricity consumed. The employer shall give all possible assistance to the Contractor to obtain the requisite permission for the various Authorities, but the responsibility for obtaining the same shall be that of the contractor. In case power is supplied by the Owner at point, the contractor will have to put an energy meter and lay

distribution lines at his own cost. Electrical consumption charges will be borne by the contractor as per meter reading.

- (c) Employer shall be allowed connection from the temporary water and power supply arranged by the General contractor for civil works and for the facility the contractors will pay to for water and power the contractors for subsidiary trades appointed by the General Contractors the charges to be decided by the Dwarka Nagar Palika. The contractors shall install a sub-meter for measuring electric energy at their own cost, maintain the wiring installation in good condition and order, and pay the consumption charges directly to the General Contractor. If no such facility is available at the site of work and if available and found in adequate, it shall be the responsibility of the contractor to make his own arrangement for obtaining water and power at his cost.

26. All Municipal fees for drainage and water connection for construction purposes shall be borne by the contractor and fees if any payable for permanent connections shall be initially paid by the contractor and the employer will reimburse the amount on production of receipts.
27. The employer to the electric supply authority will pay electric supply connection fees for the permanent supply.
28. The contractor shall strictly comply with the provision of safety code annexed hereto.
29. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.
30. Payment should be paid to the contractor on the basis of Quoted rate only, No additional Payment will be paid to the contractor by the dwarkanagarpalika.

I/We hereby declare that I/We have read and understood the above instructions for the guidance of tenderers.

Witness:-

Signature of

Tenderer_____

Date:-

Address:_____

Date:- _____

SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilised dressing and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm.(clear) and the distance between two adjacent runs shall not be more than 30 cm. when a ladder is used, an extra mazdoor shall bear engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortars shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

Employer

Contractor.

THE CONDITION OF CONTRACT:

1. INTERPRETATIONS:-

In the construction these conditions, and the specifications, schedule of quantities, and contract Agreement, the following words shall have the meanings herein assigned in them except where the subject or context other requires.

- | | | |
|-----|----------------------------|--|
| (a) | "EMPLOYER" | Shall mean and shall include his (their) legal representative/s assign/s or successors/s. (Dwarka Nagar Palika , Dwarka) |
| (b) | "CONTRACTOR" | Shall mean and shall include his (their) legal representative/s assign/s or successors/s. |
| (c) | "SITE" | Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use. |
| (d) | " THIS CONTRACT" | Shall mean the Articles of Agreement, the conditions, The Appendix the schedule or quantities and/or Specification attached hereto and duly signed. |
| (e) | "NOTIES IN WRITING" | or Written notice shall mean, a notice written, typed or printed haracters sent (unless delivered personally or other wise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. |
| (f) | "ACT OF INSOLVENCY" | Shall mean any at of insolvency as defined by the Presidency Towns Insolvency Act, or the provincial Act, or any Act amending such original. |
| (g) | "NET PRICES" | If in arriving at the Contract Amount the Contractor shall have added to or deducted from the total of the terms in the Tender any sum. Either as a parentage or otherwise. then the net price of any item in the Tender shall the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item has similar percentage or pro-personate sum provide always that in determining of the percentage or proportion of the sum so added or deducted by he contractor the total amount of any prime cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "Net rate" to "Net Prices" when used with reference to the Contract or accounts shall be held to mean rates or prices so arrived at. Words importing persons include firms and corporations. |

Words importing the singular only also include the plural and vice versa where the contract requires.

2. SCOPE OF CONTRACT:-

The contractor shall carry out and complete the said work in every aspect in accordance with the contract and with the directions of and to the satisfaction of Dwarka Nagar Palika. The Dwarka NagarPalika may in his absolute discretion and from time to time issue further Drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as "Dwarka NagarPalika's Instructions", in regard to:

- a. The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b. Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or specifications.
- c. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefore.
- d. The removal and/or re-execution of any works executed by the Contractor.
- e. The dismissal from the works of any persons employed there upon.
- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects under clause 19.

The Contractor shall forthwith comply with and duly execute any work comprised in such Dwarka Nagar Palika's instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Dwarka Nagar Palika shall, if involving a variation, be confirmed in writing by the contractor within seven days, and if not dissented from in writing within a further seven days by the Dwarka Nagar Palika, such shall be deemed to be Dwarka Nagar Palika's instructions within the scope of the contract.

If compliance with the Dwarka Nagar Palika's instructions as aforesaid involves work and/or expense and/or loss beyond that contemplated by the contract then unless the same were issued owing to some breach of this contractor on the Dwarka Nagar Palika's certificate the price of the said work (as an extra to be valued as hereinafter provided) and/or expense and/or loss.

3. DRAWINGS AND SCHEDULE OF QUANTITIES:-

The contract shall remain the custody of the Dwarka Nagar Palika and shall be produced by him at his office as and when required by the employer or the contractor. the specification and one copy of all further drawings issued during the progress of the works. Any further copies of such drawings required by the contractor shall be paid for by him. The contractor shall keep one copy of all drawings on the works,

4. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:-

The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, schedule of quantities and specification taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the contractor finds any discrepancy in the or between

the drawings schedule of quantities and specifications he shall immediately and in writing refer same to the Dwarka Nagar Palika who shall decide which is to be followed.

5. AUTHORITIES NOTICES AND PAYMENTS:

The contractor shall confirm to the provision of any act of the legislature relating to the works, and to the Regulations and Bye-laws of any Authorities with whose system the structure is proposed to be connected and shall before making any variations from the drawings or specification that may be necessitated by so confirming, give to the Dwarka Nagar Palika written notice specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the contractor shall not within ten days receive such instructions he shall proceed with the work, conforming to the provisions, Regulations, or Byelaws in question, and any variation so necessitated shall be dealt with under clause No.13. The contractor shall bring to the attention of the Dwarka Nagar Palika all notices required by the said Acts, Regulations or Bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Dwarka Nagar Palika. The contractor shall indemnify the employer against all claims in respects of patent rights and shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages costs and charges of all and every sort that may be legally incurred in respect thereof.

6. SETTING OUT WORKS

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works the contractor shall at his own expense rectify such error as so required to the satisfaction of the Dwarka Nagar Palika.

7. MATERIALS AND WORKMANSHIP CONFORM TO DESCRIPTION:

All materials and workmanship shall so far as procurable be of the respective kinds described in the schedule of quantities and/or specification and in accordance with the Dwarka Nagar Palika's instructions, and the contractor shall upon the request of the Dwarka Nagar Palika furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out any test of any materials which the Dwarka Nagar Palika may require.

8. CONTRACTOR'S SUPERINTENDANCE AND REPRESENTATIVE ON THE WORKS

The contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Dwarka Nagar Palika may consider necessary until the expiration of the "Defects liability period" stated in the appendix hereto. The contractor shall also during the whole time the works are in progress employ competent representative who shall be constantly in attendance at the building while the men are at work. Any directions, explanations, instructions or notices given by the Dwarka Nagar Palika to such representative shall be held to be given to the contractor.

9. DISMISSAL OF WORKMAN:

The contractor shall on the request of the Dwarka Nagar Palika immediately dismiss from the works any person employed thereon whom he may in the opinion of the Engineer, Dwarka Nagar Palika, be competent or misconduct himself, and such person shall not be again employed on the works without permission of the Dwarka Nagar Palika.

10. ACCESS FOR DWARKA NAGAR PALIKA TO WORKS:

The Dwarka Nagar Palika and his representative shall at all reasonable times have free access to the works and/or to the workshops, factories, or other places where materials are lying or from which they are being obtained and the contractor shall give every facility to the Dwarka Nagar Palika and his representative necessary for inspections and examination and test of the materials and

workmanship. No person unauthorised by the Dwarka Nagar Palika except the representative of public authorities shall be allowed on the works at any time.

11. CLERK OF WORKS

The term "Clerk of works" shall mean the person approved by the Dwarka Nagar Palika and acting under the orders of the Dwarka Nagar Palika, to inspect the works, the contractor shall afford and clerk of works every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the clerk of works nor any representative of the Dwarka Nagar Palika shall have power to set out works or to revoke, alter enlarge or relax any requirements of the contract, or to sanction any day work, additions, alternations, deviations of commissions, or any extra work what except in so far as such authority may be specially conferred by a written order of the Dwarka Nagar Palika. The clerk of works, or any representative of the Dwarka Nagar Palika, shall have power to give notice to the contractor or to his representative of non approval of any work of materials and such work shall be suspended of the use of such materials. Shall be discontinued until from time to time be examined by the Dwarka Nagar Palika, the clerk of works or the Dwarka Nagar Palika's representative, but such examination shall not in any way exonerate the contractor from the obligation to remedy and defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the contractor shall take instructions only from the Dwarka Nagar Palika

12. ASSIGNMENT AND SUBLETTING;

The whole of the works included in the Contract shall be executed by the contractor and the Contractor shall not directly or indirectly transfer assign or underlet the contract or any part share thereof or interest therein without consent of the Dwarka Nagar Palika, and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

13. VARIATION NOT TO VITIATE CONTRACT;

No alteration, omission or variation shall vitiate this contract but in case the Dwarka Nagar Palika thinks proper at any time during the progress of the works to make any alternations in, or additions to, or commissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the contractor, the contractor shall alter, and to or omit from, as the case may be in accordance with such notice, but the contractor shall alter, and to or omit from, as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract. Stipulation, specifications or contract drawings without the previous consent in writing of the Dwarka Nagar Palika and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Dwarka Nagar Palika with the prior approval in writing of the Employer in accordance with the provisions of clause 17 hereof, and the same shall be added to, or deducted from, the contract amount, as the case may be, accordingly.

14. SCHEDULE OF QUANTITIES;

The schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement. Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under clause 17 hereof, shall be (added to, or deducted, from the contract amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the contractor's schedule of rates.

15. SUFFICIENCY OF SCHEDULE OF QUANTITIES;

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the schedule of quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

16. MEASUREMENT OF WORKS

The Dwarka NagarPalika may from time to time intimate to the contractor that he requires the works to be measured, and the contractor shall forth with at and or send a qualified agent to assist the Dwarka NagarPalika or the Dwarka NagarPalika's representative or the Asst. Engineer in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them.

Should the contractor not attend or neglect or omit to send such Agent then the measurement taken by the Dwarka NagarPalika or a person approved by him shall be taken to be correct measurements of the works. Such measurement shall be taken in accordance with the mode of measurements detailed in the specifications.

The contractor or his Agent may at the time of measurement take such notes and measurements as he may require. All authorized extra works, omissions and all variations made without the Dwarka NagarPalika's knowledge, if subsequently **sanctioned** by him in writing (with the prior approval in writing of the employer) shall be included in such measurements.

17. PRICES FOR EXTRAS ETC. ASCERTAINMENT OF:

The contractor may, when authorised, and shall when directed, in writing by the Dwarka NagarPalikas with the approval of the Employer add to, omit from, or vary the works shown upon the drawings, or described in the specifications or included in the schedule of quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Dwarka NagarPalika shall if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause 5 hereof or by the authority of the Dwarka NagarPalikas with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to shall be made in accordance with the following provisions.

- a) i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- ii) Rates for all items, wherever possible, should be derived out of the rates given in the priced schedule of quantities.
- b) The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (c) hereof.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Dwarka NagarPalika the net rate or price contained in the priced schedule of quantities or tender or for any item of the works involves loss or expense behind that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Dwarka NagarPalika shall fix such other rate or price as in the circumstances be shall think reasonable and proper, with the prior approval in writing of the employer.
- c) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule of quantities or, if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and if required by the Dwarka NagarPalika, the workmen's names and materials employed be delivered for verification to the Dwarka NagarPalika or his representative at or before the end of the work following that in which the work has been executed.

The measurement and valuation in respect of the contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the contract works as defined in clause 21 hereof.

18. UNFIXED MATERIALS WHEN TAKEN INTO ACCOUNT TO BE THE PROPERTY OF THE EMPLOYER.

Where in any certificate (of which the contractor has received payment) the Dwarka NagarPalika has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Dwarka NagarPalika. The contractor shall be liable for any loss of, or damage to, such materials.

19. REMOVAL OF IMPROPER WORKS

The Dwarka NagarPalika shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Dwarka NagarPalika are not in accordance with the specifications or the instructions of the Dwarka NagarPalika, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instruction, and the Contractor

20. DEFECTS LIABILITY PERIOD

Any defect, shrinkage, settlement or other faults which may appear within the "Defects liability period" stated in the Appendix hereto or, if none stated, then within 36 months after the virtual completion of the works, arising in the opinion of the Dwarka NagarPalika from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Dwarka NagarPalika, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons, to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon the Contractor and such damage, loss and expenses shall be

Recoverable from him by the Employer or may be deducted by the Employer, upon the Dwarka NagarPalika's Certificate in writing from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any moneys due to the contractor a sum, to be determined by the Dwarka NagarPalika equivalent to the cost of demanding such work and in the event of the amount retained under Clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Dwarka NagarPalika as provided in Clauses 12 and 22 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this clause and clause 12 hereof The contractor shall remain liable under the provisions of this clause notwithstanding the signing of any certificate or the passing of any accounts, by the Dwarka NagarPalika.

21. COMPLETION CERTIFICATE

The works shall not be considered as completed until the Dwarka NagarPalika has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificate.

22. NOMINATED SUB-CONTRACTORS

All specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or specification who may be nominated or selected by the Dwarka NagarPalikas are hereby declared to be

Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-contractors. No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Dwarka NagarPalika and Contractor shall otherwise agree) who will not enter into a Contract providing:

- a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contractor as the Contractor in under in respect of this Contractor.
- b. That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor his servants or agents or any misuse by the him or them of any scaffolding or other plant, the property of the Contractor or under any Workman's compensation Act in force. c. Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Dwarka NagarPalika's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Dwarka NagarPalika, proof that all nominated Sub-

Contractor's accounts included in previous Certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Dwarka NagarPalika and deduct the amount thereof from any sums due to the Contractor. The Exercise of this power shall not create privities of contract as between Employer and Sub-Contractor.

23. OTHER PERSONS EMPLOYED BY EMPLOYER.

The Employer reserves the right with the concurrence of the Dwarka NagarPalika to use premises and any portions of the site for the execution of any work not included in this Contractor which it may desire to have carried out by other person, and the contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of works included in the Contractor and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by, such work.

24. INSURANCE IN RESPECT OF DAMAGE TO PERSON AND PROPERTY.

The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property, which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee of either. Whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alias, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways

As well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or Damages consequent upon such claim. The contractor shall reinstate all damages of every short mentioning this clause, so as to deliver up the whole of the contractor works completed and perfect in every respect and so as to make good or otherwise satisfy all claims for damage parties.

The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of public or other third party in respect of anything which may be arise in respect of the works or in consequence there of and shall at his own expense arrange to effect and maintain, until the virtue completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Dwarka NagarPalika from time to time during the currency of this Contract. The contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor of any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Dwarka NagarPalika from time to time during the currency of the Contract.

The Contractor shall be responsible for any liability, which may be excluded from the Insurance Policies above referred to, and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any cants charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising there from. The Employer shall with the concurrence of the Dwarka NagarPalika, be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from, or in respect of, any such claims or damage from any or all sums due or to become due to the Contractor, without the prejudice to the Employer's other rights in respect thereof.

25. FIRE INSURANCE:

- a.) The Contractor shall, within fourteen days from the date of commencement of the works, insure the works at his costs and keep them insured until the virtual completion of the works, against loss or damage by fire with an office to be approved by the Dwarka NagarPalika in the joint names of the Employer and the Contractor (the name of the former being placed first in the Policy), for the full amount of the contract and for any further sum if called upon to do so by the Dwarka NagarPalika, the

premium of such being allowed to the Contractors as an authorised extra. Such policy shall cover the property of the Employer only and the Dwarka NagarPalika and Surveyor's fees for assessing the claim and in connection with his services generally in the rein-statement and shall not cover any property of the Contractor or of any Sub-contractor of employee. The Contractor shall deposit the Policy and receipts for the premiums with the Dwarka NagarPalika within twenty-one days from the commencement of the works, unless otherwise instructed by the Dwarka NagarPalika. In default of the Contractor insuring as provided above, the Employer, or the Dwarka NagarPalika on his behalf, may so insure the works and may deduct the premiums paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall, as soon as the claim under the Policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same Conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Dwarka NagarPalika deems fit.

- b.) The amount so due as aforesaid shall be the total value of the works duly executed and of the Contractor materials and goods delivered upon the site for use in the works up to and including a date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Employer (as hereinafter provided) and less any installments previously paid under this clause. Provided that such certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and prematurely brought upon the site and then only if properly stored and/or protected against weather.

26. DATE OF COMMENCEMENT AND COMPLETION

The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Dwarka NagarPalika and he shall there upon and for with being the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Dwarka NagarPalika may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

27. DAMAGES FOR NON-COMPLETION:

If in the opinion of the Dwarka NagarPalika the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractors own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer or the Dwarka NagarPalika and not referred to in the Schedule of quantities and/or Specification or (e) by reason of Dwarka NagarPalika's instructions as per Clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lock-out facing any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Dwarka NagarPalika for which he shall have specially applied in writing or (h) from other causes which the Dwarka NagarPalika may certify as beyond the control of Contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Dwarka NagarPalika may with the previous approval in writing of the employer make a fair and reasonable extension of time for completion of the Contractor works; in case of such strike or lock-out the Contractor shall as soon as may be, give written notice thereof to the Dwarka NagarPalika, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonable be required to the satisfaction of the Dwarka NagarPalika to proceed with work.

28. FAILURE BY CONTRACTOR TO COMPLY WITH DWARKA NAGARPALIKA'S INSTRUMENTS:

If the Contractor after receipt of written notice from the Dwarka NagarPalika requiring compliance within ten days from fails to comply with such further drawings and/or Dwarka NagarPalika's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect there of, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer the Certificate of the Dwarka NagarPalika as a debt or may be deducted by him from any moneys due to the Contractor.

29. TERMINATION OF CONTRACT BY THE EMPLOYER :

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Dwarka NagarPalika that he is able to carry out and fulfill the Contract and to give security there for, if so required by the Dwarka NagarPalika.

Of if the Contractor (whether an individual, firm or incorporated Company) shall suffer execution or other process of court attaching property to be issued against the Contractor.

Or shall suffer any payment under this Contractor to be attached by or on behalf of any of the creditors of the Contractor.,

Or shall assign or sublet this Contractor without the consent in writing of the Employer firsthand and obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,

Or if the Dwarka NagarPalika shall certify in writing to that the Contractor,

- (i) Has abandoned the Contract or
- (ii) Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Dwarka NagarPalika notice to proceed, or
- (iii) Has failed to proceed with the works with such due progress as would enable the works to be completed within the time agreed upon or,
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Dwarka NagarPalika written notice that the said materials or work were condemned and rejected by the Dwarka NagarPalika under these Conditions, or,
- (v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written shall have been given to the Contractor requiring the Contractor to observe or perform the same. Then and in any of the said cases the Employer may not withstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Dwarka NagarPalika or the obligations and liabilities of the Contractors, the whole of which shall continue in force as fully as if the Contract and not been so determined, and as if the works subsequently executed had been executed by or on behalf or the Contractors. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, stem and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same by means of his own servants and workman in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the work, when the works shall be completed or as soon thereafter as convenient the Dwarka NagarPalika shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Dwarka NagarPalika shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer as the case may be, and the Certificate of the Dwarka NagarPalika shall be final and conclusive between the parties.

30. TERMINATION OF CONTRACT BY CONTRACTOR:

If payment of the amount payable by the Employer under Certificate of the Dwarka NagarPalika shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate or if the Employer shall repudiate the Contract, if the works be stopped for three months under the order of the Dwarka NagarPalika or the Employer or by any injunction or other of any Court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Dwarka NagarPalika, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant of materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause 17 hereof.

31. CERTIFICATE AND PAYMENTS

The contractor shall be paid by the Employer from time to time by installments under interim certificates to be issued by the Dwarka NagarPalika to the contractor on account of the works execute where in the opinion of the Dwarka NagarPalika work to the approximate value named in the Appendix as "Value of work for interim certificates" (or less at the reasonable discretion of the Dwarka NagarPalika) has been executed in accordance with this contract, subject, to a retention of the percentage of such value named in the Appendix hereto as "Retention percentage for interim certificates" until the total amount retained shall reach the sum named in the Appendix as "Total retention Money" after which time the Installments shall be up to the full value of the work subsequently so executed and fixed in the building. The Dwarka NagarPalika may in his discretion include the interim certificate such amount as he may

Consider proper on account of materials delivered upon the site by the contractor for use in the works. And when the works have been completed and the Dwarka NagarPalika shall have certified in writing that they have been completed the contractor shall be paid by the Employer in accordance with the certificate to be issued by the Dwarka NagarPalika the sum of money named in the Appendix as "Installment after completion" being a part of the said total Retention Money. And the contractor shall be entitled to the payment of the Final Balance in accordance with the final certificate to be issued in writing by the Dwarka NagarPalika at the expiration of the period referred to as the defects liability period" in the Appendix hereto from the date of completion or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof which ever shall last happen, provided always that the issue by the Dwarka NagarPalika of any certificate during the progress of the works or at or after their completion shall not relieve the contractor from his liability under clause 2 and 20 nor relieve the contractor of his inability in cases of found, dishonesty, or fraudulent concealment relation to the works or materials or to any matter dealt with in the certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Dwarka NagarPalika shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract neither will be contractor have a claim for any amounts which the Dwarka NagarPalika might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding. The Dwarka NagarPalika shall have power to withhold any certificate in the works or any parts thereof are not being carried out to his satisfaction.

The Dwarka NagarPalika may be any certificate make any correction in any previous certificate which shall have been issued by him.

No certificate of Payment shall be issued by the Dwarka NagarPalika if the contractor falls to insure the works completion certificate

Payments upon the Dwarka NagarPalika's certificate shall be made within the periods named in the Appendix as "Period for honor or certificates" after such certificates has been delivered to the Employer.

32. DELAYED PAYMENT:

Any amounts payable by the Employer to the Contractor in pursuance of any certificate given by the Dwarka NagarPalika here-under shall, if not paid within the "Period for honoring certificates" named in the Appendix, carry interest at the rate named in the Appendix as the "Rate of Interest for delayed payment" from the date upon which such sum ought to have been paid by the employer until the payment

33. MATTERS TO BE FINALLY DETERMINED BY DWARKA NAGARPALIKAS.

The decision, opinion, direction, certificate (except for payment with respect to all or any of the matters under clauses 2(a),2(b), 4, 7, 12, 19, 28 (a, b, c, d, f,) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Dwarka NagarPalika or any refusal of the Dwarka NagarPalika to give any of the same, shall be subject to the right of Arbitration and review under clause 35 hereof in the same way in all respects (including the provision as to opining the reference) as if it were a decision of the Dwarka NagarPalika.

34. SETTLEMENT OF DISPUTES BY ARBITRATION

All dispute and difference of any kind whatever arising out of or in connection with the contract or the carrying out of the works (Whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract shall be referred to and settled by the Dwarka NagarPalika who shall state his decision in writing. Such decision may be in the form of a final certificate or other. The decision of the Dwarka NagarPalikas with respect to any of the expected matters shall be final and without appeal as stated in Clause 34 hereof. But if either the Employer or the contractor be dissatisfied with the decision of the Dwarka NagarPalika on or dispute of any kind (except any of the excepted matters) or as to the withholding by the Dwarka NagarPalika of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the employer or the contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Dwarka NagarPalika requiring that matters in dispute be arbitrated upon. Such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of an

arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an umpire. The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision requisition or notice, save in regard to the excepted matters referred to in the preceding clause, and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator or Arbitrators as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitration or the Arbitrators, as the case may be.

Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be, who may determine the amount thereof or direct the same to be taxed as between attorney and client or as between party, and shall direct by whom and to whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. The award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the contractor shall not delay the carrying out of the works by reasons of any such matter, question or dispute being referred to Arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Dwarka NagarPalika and no award of the Arbitrator or Arbitrators, as the case may be shall relieve the Contractor of his obligations to adhere strictly to the Dwarka NagarPalika's instruction with regard to the actual carrying out of the works. The employer and the contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

35. RIGHT OF TECHNICAL SECURITY OF FINAL BILL:

The employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

36. EMPLOYER ENTITLED TO RECOVER COMPENSATION PAID TO WORKMEN:

If for any reason the Employer is obliged, by virtue of the provisions of the workmen's compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the employer under the said act. The employer shall be at liberty to recover such amount or any part thereof any deducting if from the security deposit or from any sum due by the employer to the contractor under this contract or otherwise. The employer shall not be bound to contest any claim made against it under the said act, except on the written request of the contractor and upon his giving to the employer full security to the satisfaction of the employer for all costs for which the Employer might become liable in consequence of contesting such claim.

37. ABANDONMENT OF WORKS

If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Dwarka NagarPalika shall give notice in writing to the Contractor who 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 whole works.

38. RETURN OF SURPLUS MATERIALS :

Notwithstanding anything to the contrary contained in any or all the clauses of this contract, where any material for the execution of the contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government the contractor shall hold

The said materials economically and solely for the purpose of the contract and not dispose of them without the prior written permission of the Employer and return it to the Employer if required by the Employer, at the price to be determined by the Dwarka NagarPalika having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by person of such breach.

40. RIGHT OF EMPLOYER TO TERMINATE CONTRACT IN THE EVENT OF DEATH OF CONTRACTOR IF INDIVIDUAL.

Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual, dies, the Employer shall have the option of terminating the contract without incurring any liability for such termination.

APPENDIX HEREINBEFORE REFERRDED TO CLAUSE

1	Defects Liability Period	36 months from the (free maintenance) date of completion of project.
2	Period of Final Measurement	6 months
3	Date of Commencement	10th Day from work order
4	Date of completion	6 months from date of issue of work order
5	Liquidated damages at the rate of	Rs.1000/- per day or maximum up to 5% of total cost of work whichever is less.
6	Value of works for interim Certificates	Rs. 10,00,000/-
7	Retention Percentage	5 % from running bills