

NEW DELHI MUNICIPAL COUNCIL (EXECUTION OF CONTRACTS) BYE-LAWS, 2006

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In exercise of the powers conferred by sub-section (1) of section 144 of the New Delhi Municipal Council Act, 1994 (44 of 1994), the following bye-laws, which are proposed to be made by the New Delhi Municipal Council, are hereby published with the prior approval of the Council for the information of persons likely to be affected thereby. Any person having any suggestion/objection may send the same in writing to the Secretary of the Council on or before the date specified in the notice to be published separately:-

1. Short title

These bye-laws may be called the “New Delhi Municipal Council (Execution of Contracts) Bye-laws, 2006.”

2. Definitions

In these bye-laws, unless the context otherwise requires,---

(1) “Act” means the New Delhi Municipal Council Act, 1994 (44 of 1994);and

(2) “section” means a section of the Act.

3. Provision in respect of contract

(1) Every contract shall be made on behalf of the Council by the Chairperson in such manner and form as would bind him if such contract were made on his own behalf and may in the like manner and form be varied or discharged:

Provided that the contract may be signed by the Chairperson or by any municipal officer authorized by him in this behalf:

Provided further that:

(a) The common seal for the Council shall be affixed to every contract involving an expenditure exceeding Rs. 50,00,000(Rupees fifty lakhs only) or any instrument exceeding the said amount; and

(b) Every contract for the execution of any work or the supply of any materials or goods which will involve an expenditure exceeding fifteen thousand rupees or such higher amount as the Council may from time to time fix, and every contract or other instrument relating to the acquisition of immovable property, shall be in writing and shall specify:

(i) the work to be done or the materials or goods to be supplied or the immovable

property to be acquired, as the case may be;

(ii) the price to be paid for any such work, materials, goods or immovable property; and

(iii) in the case of a contract for works or for supplies, the period within which the contract or specified portion thereof shall be carried out.

(2) The common seal of the Council shall remain in the custody of the Secretary or any other municipal officer authorized by him in this behalf and shall be affixed to every contract or other instrument, referred to in clause (a) of the second proviso to sub-byelaw (1).

(3) All the contracts or instruments referred to in sub-byelaw (2) shall be entered into a register and given a serial number and one copy of the contract or instrument, as the case may be, shall be retained in the office of the Secretary, or the authorized officer, as the case may be, and the original copy of the contract or instrument returned, after endorsing the serial number and putting the common seal thereon, to the authority who had signed the contract or instrument, as the case may be.

(4) Notwithstanding anything contained in sub-clause (b) of the second proviso to sub-byelaw (1), it shall be lawful for:

(i) the Council to authorize the Chairperson to enter into a contract for the supply of any materials or goods without the execution of a written contract for reasons which shall be recorded in the proceedings of the said Council;

(ii) the Chairperson to dispense with the execution of a written contract relating to the execution of any work or the supply of any materials or goods, if such work has already been performed or the materials or goods have already been supplied to his satisfaction.