



NIT

NIT No.:- 11/EE/PD-4/DDA/2024-25.

NOW:- M/o Completed scheme of Nazul A/C-II under SWZ.

SH :- Supplying of potable water through water tanker for the toilets and underground fire tank at Bhikaji Cama Place District Center.

- | | | | |
|----|-----------------------|---|-------------------------|
| 1. | Estimated Cost | : | Rs. 9,82,336/- |
| 2. | Earnest Money | : | Rs. 19,647/- |
| 3. | Performance Guarantee | : | 5% of Tendered amount |
| 4. | Security Deposit | : | 2.5% of Tendered Amount |
| 5. | Cost of Tender | : | NIL |
| 6. | Time Allowed | : | 365 Days |

The NIT amounting Rs. 9,82,336/-. (Rupees Nine lakhs eighty-two thousand three hundred thirty-six only).

Certified that NIT contains pages 1 to 129 (One Hundred Twenty-nine Only)

A.E. (P)/PD-4

E.E./PD-4

A_____
C_____
OW_____
D_____ } NIL

JE(T)/PD-4

AE(P)/PD-4

INDEX

S. No	Description	Page
1.	E-tender Press Notice.	3
2	Notice Inviting Tender (E-Tendering Mode).	5
3	Instruction for bidders for Online Bid Submission for E-Tendering.	10
4	Tender Acceptance Letter.	13
5	Percentage rate tender and contract form.	14
6	General Rules and Directions.	17
7	Conditions of Contract.	21
8	Clauses of contract	23
9	Safety Code	63
10	Model Rules	67
11	Contractor's Labour Regulations	71
12	Proforma of Registers	76
13	Schedules A to F	92
14	Form of Performance (Guarantee) Bank Guarantee Bond	99
15	Form of Earnest money (Bank Guarantee)	101
16	Annexure-VI	103
17	General Conditions	104
18	Additional Conditions	110
19	General Specification	114
20	Special Conditions	118
21	Special condition of NGT	125
22	List of approved make of material	126
23	Indenture for secured advances	129
24	Schedule of quantities.	133

E-TENDER PRESS NOTICE

Online percentage rate tender is invited through e-tendering mode for following work by the Executive Engineer/PD-4/DDA/G.D. Birla Marg (Road No. 13 A)/Jasola (Near Jasola Metro Station & Sarita Vihar Flyover) New Delhi – 110025 on date mentioned below on behalf of DDA from the approved and eligible contractors of DDA and shall be opened on the date mentioned as under at office of Executive Engineer/PD-4/DDA/G.D. Birla Marg (Road No. 13 A)/Jasola (Near Jasola Metro Station & Sarita Vihar Flyover) New Delhi – 110076. For eligibility criteria, visit the website www.dda.org.in or <https://eprocure.gov.in/eprocure/app> for any assistance on e-tendering please contact concerned EE or M/s NIC on email cphp-nic@nic.in or 24x7 helpline number 1800-3070-2232

S. No.	NIT No.	Name of Work .	Estimated cost in (Rs.)	Tender cost/ Earnest Money in (Rs.)	Period of completion	Last date & time of submission of EMD, Tender, Documents, E-tender & Documents on CPP Portal	Time & date of opening of eligibility document Technical Bid opening tender
1.	11/EE/PD-4/DDA/2024-25.	N.O.W.:- M/o Completed scheme of Nazul A/C-II under SWZ. S.H.:- Supplying of potable water through water tanker for the toilets and underground fire tank at Bhikaji Cama Place District Center..	Rs. 9,82,336/-.	Rs. 19,647/-	365 days	09.01.2025 upto 03:00 pm	10.01.2025 at 03:30 pm

Note:-

- 1) The tenders shall be issued to approved and eligible contractors.
- 2) For terms and conditions, eligibility criteria, the manner in which Earnest Money is to be deposited through RTGS/NEFT mode and other information/instructions, please visit DDA's website www.dda.org.in or <https://eprocure.gov.in/eprocure/app>. For any assistance on e-tendering please contact concerned EE or M/s N.I.C. on **email:-** cphp-nic@nic.in or 24 x 7 helpline 1800-3070-2232.

Important terms & conditions for tenderers. Tenderers are required to go through the same before participating in the tender.

1. The unique transaction reference of RTGS/NEFT against EMD shall be deposited online at specified location for Electronic Time and Attendance Recording System for tender.
2. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

A _____
C _____
OW _____
D _____

} NIL

JE(T)/PD-4

AE(P)/PD-4

3. The tenderer should furnish **Rs. 19,647/-** as Earnest Money in the form of RTGS/NEFT. The amount will be retained by DDA as part of security deposit, in case tender is accepted, otherwise it will be refunded. However, no interest shall be payable on the earnest money.
4. The bidder will use one UTR for one work only. In case it is found that he has used one UTR number for different tenders, all the tenders submitted by him will be rejected and he will be debarred from further tendering in DDA in future.

The Tender shall be submitted online in two part, viz, technical and Price bid:-

Technical Bid

The tenders are required to furnish following documents in technical bid.

1. Scanned copy of Unique transaction reference of RTGS/NEFT Earnest Money.
2. Scanned copy of Proof of Payment of E-tendering fee in CRB of DDA.
3. Scanned copy of Enlistment Order of the Contractor.
4. Scanned copy of Certificate of Registration for GST.
5. Scanned copy of Tender Acceptance Letter (To be given on Letter Head).
6. Scanned copy of Registration with EPFO & ESIC.
7. Scanned copy of cancelled cheque/Bank Details for refund of earnest money.
8. Scanned copy of PAN card.

Any Tender found lacking with respect to the necessary information and/ or documents and/or Earnest Money with the bid will not be considered and summarily rejected.

Price Bid:-

- i). Schedule of Price bid in the form of BOQ XXXXXXXXX.xls.

**Executive Engineer
Project Division-4**

A____ }
C____ }
OW____ } NIL
D____ }

JE(T)/PD-4

AE(P)/PD-4

NOTICE INVITING TENDER
(E – TENDERING MODE)

Online percentage rate tender is **invited** through e-tendering mode for following work by the Executive Engineer/PD-4/DDA/G.D. Birla Marg (Road No. 13 A)/Jasola (Near Jasola Metro Station & Sarita Vihar Flyover) New Delhi – 110025 on behalf of Last date of uploading of tender documents alongwith schedule of quantities is **upto**

NOW:- M/o Completed scheme of Nazul A/C-II under SWZ.

SH :- Supplying of potable water through water tanker for the toilets and underground fire tank at Bhikaji Cama Place District Center.

The enlistment of the contractors should be valid on the last date of submission of tenders. In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.

- 1.1 The work is estimated to cost **Rs. 9,82,336/-**. This estimate however, is given merely as rough guide.
- 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate division which will deal with all matters relating to the invitation of tenders.
- For composite tender, besides indicating the combined estimates cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

1.2 Criteria of eligibility for submission of tender documents.

Those contractors not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must have valid class-II digital signature to submit the bid.

The intending bidder should ensure before tendering in DDA that the requisite fee has been already deposited with CRB of DDA.

- 1.2.1 The approved and eligible contractors are eligible to tender.
- 1.2.2 To become eligible for issue of tender, the bidder shall have to furnish an affidavit on

duly notarized stamp paper with minimum value of Rs.100 as under:-

I/We undertake and confirm that eligible similar work/work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for bidding in DDA in future forever. Also, if such a violation comes to the notice of department before date of start of work, Engineer in-charge i.e.EE/PD-4 shall be free to forfeit the entire amount of Performance Guarantee.

3. The time allowed for carrying out the work will be **365 days** from the date of start as defined in Schedule F or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

A_____
C_____
OW_____
D_____ } NIL

JE(T)/PD-4

AE(P)/PD-4

4. The site for the work is available.

The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except standard general conditions of contract form can be seen from NIC website www.eprocure.gov.in/eprocure.app or www.dda.org.in.

Earnest money **Rs. 19,647/-** shall be deposited through RTGS/NEFT in the account of CAU SOUTH EMD having account no.16651110000012 with HDFC Bank Branch at Hauz Khas, New Delhi (IFSC code HDFC0000467). The unique transaction reference of RTGS/NEFT shall have to be uploaded by the bidder in the e-tendering system by the prescribed date. The Executive Engineer concerned will get tender cost/earnest money verified from CAU SOUTH EMD based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.

The bidder will use one UTR for one work only. In case it is found that he has used one UTR number for different tenders, all the tenders submitted by him will be rejected and he will be debarred from further tendering in DDA in future.

A part of earnest money is acceptable in the form of bank guarantee also. Earnest money up to Rs. 20.00 lacs will have to be deposited through RTGS/NEFT mode. If the amount of E.M. is more than Rs. 20.00 lacs then the amount of E.M. beyond Rs. 20.00 lacs can be deposited in the form of Bank Guarantee also. Such Bank Guarantee is to be scanned and uploaded to the e-tendering website within the period of tender submission.

Earnest money has to be deposited through through RTGS/NEFT in the account of the CAU FOD BGDA DDA.

The unique transaction reference of RTGS/NEFT against EMD. Cost of tender document and Bank Guarantee, copy of certificate work experience as required, Bank solvency certificate and other documents as specified in the tender document shall be scanned and uploaded to the EE tendering website within the period of tender submission.

Online tender documents submitted by intending bidders shall be opened only of those bidders, whose, Earnest Money Deposit, Cost of Tender Document and other documents placed in the envelope are found in order of e-tendering website.

The bid submitted shall be opened at 3.30 P.M. on 10.01.2025

6. The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000) or Government securities or fixed Deposit Receipts or Guarantee Bonds of any Scheduled bank or the State Bank of India in accordance with the prescribed form.
7. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, Electric Sub-Station, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read this

notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc will be issued to him by the government and local conditions and other factors having a bearing on the execution of the work.

8. The competent authority on behalf of DDA does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
9. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
10. The competent authority on behalf of DDA reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
11. The contractor shall not be permitted to tender for works in the DDA Circle (Division in case of contractors of Horticulture/Nursery category) 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 Superintending Engineer/Project Manager 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 of any Gazetted officer in DDA or in the Ministry of Urban development. Any breach of this condition by the contractor would render him liable to be removed from approved list of contractors of this department
12. No Engineer of gazette rank or other Gazetted officer employed in engineering or Administrative duties in an Engineering department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found anytime to be such a person who had not obtained the permission of the DDA as aforesaid before submission of the tender or engagement in the contractor's service.
13. (i) The tender for the work shall remain open for acceptance for a period of **75 days** from the last day of receipt of technical bid.

If any tenderer withdraws his tender, the following action can be taken as per merit.

Case of withdrawal of offer	Action to be taken
(i) If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of tender which are not acceptable to the department,	1. If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of earnest money absolutely. 2. After 7 days from opening of tender, DDA shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely.
(ii) If the contractor withdraws his officer immediately after the award of work.	The earnest money deposited by the contractor shall be forfeited absolutely and disciplinary action as deemed fit shall be taken by the department against the contractor
(III) if the contractor withdraws his offer	It is deemed that the contractor has entered

after award of work and taking over possession of site.	into agreement and action to penalize the contractor for not completing the work within the stipulated period under Clause-2 & 3 will be taken against the contractor, if he abandons the site after taking over the possession of the site from the Engineer-in-charge. For taking action under Clause – 2 &3, the only documentary proof required will be the document showing signature of the contractor of his authorized representative for taking over the possession of site. It is further clarifies that action under Clause 2 & 3 of the agreement attracted even though the contractor fails to sign the agreement on Rs. 50/- non-judicial stamp paper but do not start work from the tenth day after date on which the order to commence the work is issued to the contractor. The date of start of the work will be considered as date of taking over the possession of site.
---	--

14. This 'Notice Inviting Tender' shall form part of the contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting Authority, shall, within 15 days from the issue of letter to commence the work, sign the contract consisting of :-
 - (a) The Notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard NIT Form 7/8 or other Standard DDA Form as mentioned.
15. **Labour Cess:** Cess under the provision of Building and Other Construction Workers (RE & CS) Act 1996 and the Building and Other Construction Workers Welfare Cess Act 1996 @ 1% of the cost of construction/project shall be deducted at source from the bill paid to the contractor. DDA shall not bear any liability on account of cess being deducted and reimbursed to GNCTD in pursuance of Building and Other Construction Workers Welfare Cess Act, 1996 read with Delhi Building and Other Construction Workers (RE & CS) Rules, 2002.
16. In case any discrepancy is noticed between the document as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall be come invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
17. a) If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to debarred from tendering and taking work in DDA. The department reserves the right to verify the particulars furnished by the applicant independently including carrying out inspection of works completed by them.
b) The department reserves the right to reject any application without assigning any reason.
18. It may please be carefully noted that no condition, whatsoever, shall be accepted by the department and the contractor is strictly prohibited from giving conditional tender and if any contractor is not prepared to execute the work at the terms and conditions contained in the tender documents, he is requested not to tender for this work. It may be noted that if any contractor choose to submit conditional tender in spite of clear direction given above, his tender is liable to be summarily rejected and his full Earnest Money shall stand forfeited. He will also be liable for being debarred from tendering in DDA for a period of six months.

19. Monthly payment to the contractor will be made when gross amount of the work done during the previous months is not less than Rs. 5,00,000/-.
20. a) GST, Purchase tax, Turnover tax or any other tax in respect of the contract shall be payable by the contractor and DDA will not entertain any claim whatsoever in this respect.
b) The contractor must produce certificate of registration under CGST/IGST/UTGST/SGST Act under GST Act-2017 and tax clearance certificate. Thereof from the concerned department(s).
21. Tenderers may refer press Tender Notice/detailed tender notice in e-tendering website for any corrigendum/amendments in the tender.
22. DDA will not be responsible for not getting internet connection/power supply while downloading the Electronic bid sheet / documents or while uploading their bids.

Care in submission of tenders:

i). Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the all provisions of the standard/General conditions/Clauses of contract/bid document for the completion of works to the entire satisfaction of the Engineer.

ii). Tenderer will examine the various provisions of the Central Goods and service tax act, 2017 (CGST)/Integrated goods and service tax act, 2017 (IGST)/Union Territory Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before binding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

iii). The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act to DDA immediately after the award of contract without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

iv). Every tenderer/bidder is required to be registered compulsory himself under CGST/IGST/UTGST/SGST Act

v). TDS under the provision GST law shall be deducted from the bills and/or payment of advances as and when made applicable under the Act.

Provision of GST Act 2017 shall have the superseding effect over the all earlier taxes like VAT/WCT/Service Tax /other like taxes etc as contemplated in the Act. Accordingly the terms VAT/WCT/service tax/etc. appearing anywhere in the bid document may be read as the applicable tax under GST Act-2017.

A.E.(P)/PD-4

EE/PD-4/DDA.

A_____
C_____
OW_____
D_____ } NIL

JE(T)/PD-4

AE(P)/PD-4

Instruction for bidders for Online Bid Submission for E-Tendering.

Instructions to the bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>

- 1). Possession of valid digital signature certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2). Bidder should do the enrollment in the e-procurement site using the “Online bidder enrolment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration the bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3). Bidder need to login to the site through their user ID/Password chosen during enrolment/registration.
- 4). Then the Digital signature certificate (Class II or class III certificates with signing key usage) issued by SIFY/TCS/ncode/eMudra or any certifying Authority recognized by CCA India on e-token/smart card, should be registered.
- 5). The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6). Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7). After downloading/getting the tender documents/schedules, the bidder should go through them carefully and then submit the documents as asked. Otherwise bid will be rejected.
- 8). Bidder registered in Contractor’s Registration Board (CRB) of DDA are required to pay the e-tendering annual charges as under:-

S.No	Class of Contractor	Amount to be paid p.a.
1	Class-I	Rs. 20,000 +18% GST
2	Class-II	Rs. 16,000 +18% GST
3	Class-III	Rs. 14,000 +18% GST
4	Class-IV	Rs. 10,000 +18% GST
5	Class-V	Rs. 6,000 +18% GST

The other Contractors not listed with DDA will deposit Rs. 20,000/- per year in CRB to upload their tender on-line.

Requisite e-tendering fee as applicable payable to the CRB, DDA shall be in form of Pay order/Bank demand draft payable in Delhi in the name of “PAO, Engineering Wing, DDA, Vikas Minar, New Delhi”. A letter on firm’s letter head enclosing the demand/pay order and addressed to “The Secretary CRB, Ist Floor, Vikas Minar, DDA, New Delhi shall be submitted to contractor’s Registration Board. Ist Floor, Vikas Minar, I.P. estate New Delhi-

1100001 in duplicate and acknowledge stamped copy of the letter shall be uploaded in the tender as a proof of registration with the CRB, DDA.

In case any contractor fails to make payment by the stipulated date, the concerned contractor will not be eligible for tendering.

- 9). If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 10). Bidder then should logs-into the site through the secured log in by giving the user id/password chosen during enrollment/registration and then by giving the password of the e-token/smartcard to access DSC.
- 11). Bidder should selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 12). From my tender folder, bidder will selects the tender to view all the details indicated.
- 13). It will be construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked: otherwise, the bid will be rejected.
- 14). Bidder, in advance should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders and should be less than 2 MB. If any document is more than 2 MB, it can be reduced through 'RAR' and the same can be uploaded if permitted however of the file size less than 1 MB transaction uploading time will be very fast.
- 15). If there are any clarifications, this may be obtained through the site or through contracts or during the pre-bid meeting if any. Bidder should take into account the corrigendum published before submitting the bids online if any.
- 16). The Bidders can update well in advance, the documents such as certificates, annual report details etc under My space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 17). Bidder should submit the tender fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the tender or as indicated in the tender. Scanned copy of the submission should be uploaded as part of the offer.
- 18). While submitting the bids online, the bidder should reads the terms & conditions and aspects the same to proceed further to submit the bid packets.
- 19). The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and entered details of instrument.
- 20). The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 21). The bidder has to upload digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

- 22). The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 23). If the price bid format is provided in a spread sheet file BOQ xxxxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced- bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender and disciplinary action may be initiated against such bidder for tampering the documents.
- 24). The bidders are requested to submit the bids through online e-tendering system to the tender inviting Authority (TIA) well before the bid submission end date & time (as per server system clock). The TIA will not held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 25). After the bid submission (i.e. after clicking “Freezing Bid submission” in the portal), the acknowledge No., given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender will also act as an entry pass to participate in the bid opening date.
- 26). The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submissions, bid opening etc, in the e-tender system. The bidders should follow this time during bid submission.
- 27). All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28). Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29). The confidentiality of the bids is maintained since the secured socket layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30). The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 31). For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1800-233-7315 or send a mail over to – cppp-nic@nic.in.

EE/PD-4/DDA

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub : Acceptance of Terms & Conditions of Tender.

Tender Reference No :

Name of Tender / Work:

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).

I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

A_____
C_____
OW_____
D_____ } NIL

JE(T)/PD-4

AE(P)/PD-4

PERCENTAGE RATE TENDER AND CONTRACT FORM

Tender for the work of:

NOW:- M/o Completed scheme of Nazul A/C-II under SWZ.

SH :- Supplying of potable water through water tanker for the toilets and underground fire tank at Bhikaji Cama Place District Center..

- (i) To be submitted through E-Tendering **upto 03:00 P.M. on 09.01.2025** to Executive Engineer, PD-4/DDA.
- (ii) To be opened through E-Tendering at 03:30 pm **on 10.01.2025** by the Executive Engineer, PD-4/DDA.

TENDER

I/ We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special condition, Schedule of Rate & other documents, and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the DDA within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the clauses of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **75 days** from the last day of receipt of technical bid and not to make any modifications in its terms & conditions.

A sum of **Rs. 19,647/-** deposited in the Account of CAU SOUTH EMD is hereby forwarded in the form of UTR of RTGS/NEFT bank guarantee beyond 20 lacs issued by a schedule bank is earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said DDA or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that DDA or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be

A_____
C_____
OW_____
D_____ } NIL

JE(T)/PD-4

AE(P)/PD-4

ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re tendering process of the work.

I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in DDA in future for ever. Also, if such a violation comes to the notice of the Department before the date of start of work the Engineer-in-charge shall be free to forfeit the entire amount of earnest money deposit /performance guarantee.”

I/we hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Signature of witness

Signature of contactor

Name:

Name:

Address:

Address:

Occupation:

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the DDA for a sum of Rs. _____ * _____ (Rupees _____ * _____)

The letters referred to below shall form part of this contract Agreement:

- i)
- ii)
- iii)

For & on behalf of Delhi Development Authority

Signature _____

Designation: Executive Engineer

PD-4/DDA

A _____
C _____
OW _____
D _____

} NIL

JE(T)/PD-4

AE(P)/PD-4

GENERAL RULES AND DIRECTIONS

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places & signed by the officer inviting tender or by publication in News paper as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited along with tender, the Performance Guarantee to be deposited by the successful agency / contractor and the amount of security deposit to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the Schedule of Quantities, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works which they refer, written on the envelopes.
- 4A. In case of Percentage Rate Tenders, contractor shall fill up the tender form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if:-
 1. The contractor does not quote percentage above/below on the total amount of tender of any section/sub head of the tender.
 2. The percentage above /below is not quoted in figures & words both on the total amount of tender or any section /sub head of the tender.
 3. The percentage quoted above / below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tender, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

- 4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above /below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head

A _____ }
C _____ }
OW _____ } NIL
D _____ }

should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractor received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle/P.M.(FOP), EE(s) in-charge of major & minor components(s) (also DDH in case Horticulture work is also included in the tender). EE(P) or EE(HQ) of the circle and the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offer, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s) whose earnest money is forfeited because of non submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized representatives will open tenders and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall be thereupon be given to the contractor who shall thereupon for the purpose of identification of copies of the specifications and other documents mentioned in Rule-1 In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
8. The memorandum of work tendered for an the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is uploaded. If a form is uploaded on website without having been so filled in and incomplete, he shall request the officer to have this done before he completes his tender.
9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderer(s) shall return all the drawings given to them.
10. In the case of Item Rate Tenders only rates quoted shall be considered. Any tender containing percentage below/ above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly
11. In the case of any tender where unit rate of any item/ items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

12. All rates shall be filled in tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
13. (i) The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (five percent) of the tendered amount within the period specified scheduled F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or deposit at call received of any scheduled bank/Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/pay order of any scheduled any bank (in case guarantee amount Less than Rs.1,00,000/-) or Govt. securities fixed deposit receipts or guarantee bonds of any scheduled bank or the state Bank of India in accordance with the prescribed form.
(ii)The contractor whose tender is accepted, will also be required to furnish by way of security Deposit for the fulfilment of his contract, an amount equal to 2.50% of the tendered value of work. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of the tenders, will be treated as part of the security deposit. The security deposit will also accepted in cash or in the shape of government securities. Fixed deposit receipt of a Scheduled bank or State Bank of India will also be accepted for this purpose provided conformity advice is enclosed.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
15. GST or any other tax on material in respect of this contract shall be payable by the Contractor and DDA will not entertain any claim whatsoever in respect of the same. 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.
16. The contractor shall give a list of both gazetted and non-gazetted DDA employees related to him.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves have/ have tendered or who may has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite work includes ,in addition to building work, all other works such as sanitary and water supply installations, Electric Sub-Stational work ,horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, Electric Sub-Stational and horticulture works in the composite tender.

19. The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of Work 1	Name and particulars of Division where work is being executed 2	Value of work 3	Position of Work in progress 4	Remarks 5

20. 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 DDA may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

A____
C____
OW____
D____ } NIL

JE(T)/PD-4

AE(P)/PD-4

CONDITIONS OF CONTRACT

Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the DDA and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i) The expression **works or work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The **Site** shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work, is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company.
 - iv) The **Engineer-in-Charge** means the Divisional Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of DDA as mentioned in Schedule 'F' hereunder.
 - v) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
 - vi) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
 - vii) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
 - viii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
 - ix) Department means DDA/Delhi Development Authority.
 - x) **Tendered value** means the value of the entire work as stipulated in the letter of award.
 - xi) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with phasing if any, as indicated in the tender document.
3. **Scope and Performance**

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
6. **Works to be carried out**
The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
7. **Sufficiency of Tender**
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 rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
8. **Discrepancies and Adjustment of Errors**
The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
 - 8.1 In the case of discrepancy between the Schedule of Quantities, Specifications, and/or the Drawings, para no.9.1 of special condition of contract may be followed.
 - 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
 - 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
9. **Signing of Contract**
The successful tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:
 - i) The letter inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - ii) Standard tender document as mentioned in Schedule 'F' consisting of:
 - a) Various Standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
 - b) Safety Code
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed by DDA or its contractors.
 - d) Contractors labour regulations.
 - e) List of Acts and omissions for which fines can be imposed.
 - f) No payment for work done will be made unless contract is signed by the contractor.

CLAUSES OF CONTRACT

Clause 1	
Performance Guarantee	<p>i. The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineering-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.</p> <p>ii. The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/ other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.</p> <p>iii. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee. (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineering-Charge.</p> <p>(iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.</p> <p>(v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance</p>

	<p>item of work that need to be completed in accordance with the provisions of the contract.</p> <p>This provisional completion certificate shall be recorded by the concerned Engineer- in-charge with the approval of Superintending Engineer /Project Manager / Chief Engineer/ Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest. However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.</p>
Clause 1 A	
Recovery of Security Deposit	<p>The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered amount of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.</p> <p>All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.</p> <p>The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5. In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately. Note-1: Government papers tendered as</p>

A____
 C____
 OW____
 D____

NIL

JE(T)/PD-4

AE(P)/PD-4

	security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary. Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security. Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A.
Clause 2	
Compensation for Delay	<p>If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the DDA on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.</p> <p>Compensation delay of work (i) with maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of contractor.</p> <p>If scheduled completion of work is more than one year.</p> <p>(ii) with minimum rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.</p> <p>If scheduled completion of work is more than six months and upto one year.</p> <p>(iii) With maximum rate 2% (two percent) to 3% (three percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. If scheduled completion of work is up to six months.</p> <p>Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause</p>

	<p>12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay. is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.</p> <p>In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.</p> <p>The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p>
Clause 3	
When Contract can be Determined	<p>Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms, 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:</p> <p>i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.</p> <p>ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.</p> <p>iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same</p>

	<p>within the period specified.</p> <p>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.</p> <p>v. If the contractor shall offer or give or agree to give to any person in DDA 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 DDA.</p> <p>vi. If the contractor shall enter into a contract with DDA 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.</p> <p>vii. If the contractor had secured the contract with DDA as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.</p> <p>viii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.</p> <p>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.</p> <p>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.</p> <p>xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), 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 DDA shall have powers:</p> <p>xii. (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and Performance Guarantee</p>
--	--

	<p>under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the DDA.</p> <p>(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 <i>including any new items needed to complete the work</i>. 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.</p>
Clause 3 A	<p>CLAUSE 3A</p> <p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 15 days Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.</p>
Clause 4	
Contractor liable to pay compensation even if action not taken under Clause 3	<p>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</p>

	the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.
Clause 5	
Time and Extension for Delay	The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, DDA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & Performance Guarantee absolutely.
5.1	<p>(i) As soon as possible but within 7 (seven) working days of award of work and in consideration of</p> <p>a) Schedule of handing over of site as specified in the Schedule 'F'</p> <p>b) Schedule of issue of designs as specified in the Schedule 'F',</p> <p>the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents</p> <p>(ii) In case of non submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.</p> <p>(iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.</p> <p>(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.</p>
5.2	<p>If the work(s) be delayed by:-</p> <p>(i) force majeure, or</p> <p>(ii) abnormally bad weather, or</p> <p>(iii) serious loss or damage by fire, or</p> <p>(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or</p> <p>(v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or</p> <p>(vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.</p>

	<p>then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.</p> <p>The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s if any for events listed in sub clause 5.2.</p>
5.3	<p>In case the work is hindered by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.</p>
5.4	<p>Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix –XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.</p> <p>With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.</p>
5.4.1	<p>In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.</p>
5.5	<p>In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for</p>

	such extension of time.
Clause 6	
Measurement of Work done (e-MB/DDA module)	<p>Engineer-in-charge shall, except as otherwise provided, ascertain and determine, by measurement the value of work done in accordance with the contract.</p> <p>All measurements of all items having financial value shall be entered in E- measurement book on DDA App. and/or level field book by the contractor as per procedure laid down by DDA through circular/guidelines issued from time to time. Contractor will not be entitled for any additional payment for doing measurements on E measurement book. The contractor will be responsible for submitting the measurements in the E measurement book App. This will be checked by the Junior Engineer/Assistant Engineer/Executive Engineer concerned on the app. itself.</p> <p>However, all levels shall be taken jointly by Engineering-in-charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of work and such measurements shall be signed and dated by Engineer-in-charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.</p> <p>If for any reason the contractor or his authorized representative is not available and the work of recording measurement is suspended by the Engineer-in-charge or his representative, the Engineer-in-charge and the department shall not entertain any claim from contractor for any loss or damage on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative have been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-charge or his representative shall be deemed to be accepted by the contractor and shall be binding upon him.</p> <p>The contractor shall without extra charge, provide all assistance with every appliance, labour and other things necessary for measurement and recording levels.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of India Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.</p> <p>The contractor shall give, not less than seven days' notice to the Engineer-in-charge or his authorized representative in charge of work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the</p>

	<p>reach of measurement any work without consent in writing of the Engineer-in-charge or his authorized representative in charge of work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-charge's consent being obtained in writing, the same shall be uncovered at the contractors expense, or in default there of no payment or allowance shall be made for such work or the materials with which the same was executed.</p> <p>Engineer-in-charge or his authorized representative may cause either themselves or through another officer of the department to check the measurement recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurement or levels.</p> <p>It is also a term of this contract that recording of measurement of any item of work in the measurement book and/or its payment in the interim on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects notice till completion of the defects liability period. E-measurement shall also be put in public domain.</p>
Clause 7	
Payment of intermediate certificate to be regarded as Advances	<p>No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of the Department in triplicate on or before the 7th day of every calendar month of the measurements recorded upto previous month as per clause 6. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.</p> <p>An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor.</p> <p>Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.</p> <p>If the contractor fails to submit the bill for the work done upto defined date continuously for two months, then the Engineer-in-charge shall get the bill prepared ex-parte after giving a notice of seven working days to the Contractor in writing either through site order book or any other mode of correspondence. The ex-parte bill so prepared by the Engineer-in-Charge shall be final and binding on the Contractor and shall be outside the</p>

	<p>purview of Clause 25 of this GCC. In the event of preparing the bill by the Engineer-in-Charge, no claims whatsoever due to delays on payment including that of interest shall be admissible to contractor.</p> <p>Resources deployed by the Engineer-in-charge for ex-parte preparation of bill, subject to minimum of Rs 5000.00 per such two monthly cycle of ex-parte bill, shall be at the risk and cost of the contractor and shall be recovered from his bill. A copy of such ex-parte bill shall be sent to the contractor for his record.</p> <p>In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor.</p> <p>All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.</p> <p>Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.</p> <p>The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bills to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% (ten percent) per annum on the advance payment made to the contractor, which will be compounded on yearly basis.</p> <p>Payments in composite Contracts In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor. In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component,</p>
--	--

	Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in- charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.
Payments in composite Contracts	In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.
Clause 7A	
	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
Clause 8	
Completion Certificate and Completion Plans	Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
Clause 8 A	
Completion Plans to be Submitted by the Contractor	When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done:

A____
 C____
 OW____
 D____

} NIL

JE(T)/PD-4

AE(P)/PD-4

	without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.
Clause 9	
Payment of Final Bill	<p>The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute, and for those items which are in dispute on account of quantity and/or rates shall be paid at approved quantity and/or rates by the Engineer-in-Charge, within three months period reckoned from the date of receipt of the bill by the Engineer in- Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.</p> <p>If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the deptt. After prescribed time limit a simple interest@ 5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor is found to be in order. If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has been given a notice in writing three(3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurement recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the contractor. If for any reason the Contractor or his authorized representative is not available and the work of recording measurement is suspended by the Engineer- in- Charge or his representative, the Engineer- in – Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account.</p>
Clause 9 A	
Payment of Contractor's Bills to Banks	<p>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 DDA or his signature on the bill or other claim preferred against DDA 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 DDA.</p>

A_____
C_____
OW_____
D_____
}
NIL

JE(T)/PD-4

AE(P)/PD-4

Clause 10 A	
Materials to be provided by the Contractor	<p>The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the DDA.</p> <p>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-in-Charge shall be issued after the test results are received.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.</p>
Clause 10 B	
Secured Advance on Materials	<p>(i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of the work, whichever is lower ,which are in the opinion of the Engineer-in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected</p>

	<p>against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.</p> <p>Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer- in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.</p>
Clause 10 C	
Payment on Account of Increase in Prices/Wages due to Statutory Order(s)	<p>If after submission of tender, if the price of any material incorporate in the work (excluding the material covered under clause 10 CA and/ or wages of labour increases as a direct result of the coming into force of any fresh ,law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.</p> <p>If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), DDA shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.</p> <p>Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.</p> <p>The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.</p> <p>For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory role and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of</p>

	secured Advance.
Clause 10 D	
Dismantled Material Govt. property	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as DDA's property and such materials shall be disposed off to the best advantage of DDA according to the instructions in writing issued by the Engineer-in-Charge.
Clause 11	
Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	<p>The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.</p> <p>The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.</p>
Clause 12	
Deviations/ Variations Extent and Pricing	The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

	<p>The completion cost shall, in no case, exceed 1.5 times the contract amount.</p> <p>Contractor will devise a system to keep a watch on quantum of work taken up vis-a-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-charge before taking up extra item(s), deviation(s) so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid.</p> <p>Engineer-in-charge will verify and confirm the alerts before assigning deviation(s) and / or extra item(s) to the contractor. If additional work(s) is required to complete defined scope of work beyond above limit then Engineer-in-charge may take up such work(s) separately. The contractor will not have any claim(s) whatsoever on this account.</p>
12.1	<p>The time for completion of the works shall, in the event of any deviation(s) and extra item(s) resulting in additional cost over the contract amount will be extended, if requested by the contractor, as follows :</p> <p>(i) In the proportion to the additional cost of work, bears to the contract amount plus</p> <p>(ii) 25% of the time calculated in (i) above .</p>
12.2 Deviation, Extra Items and Pricing	<p>(a) Non Schedule Extra Item(s) – The contractor, shall within fifteen days of the receipt of order to execute extra item(s) or occurrence of the item(s), submit analysis of rate of extra item(s) based on the rate(s) of material(s) available in basic rate of Standard Schedule of Rate mentioned in schedule F and rate(s) of the material(s) based on tax paid bills which are not available in standard Schedule of Rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in Schedule of Rate(s) mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.</p> <p>The rate(s) of the material(s) which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bill(s) for the material(s) as defined in manufacturer's specification.</p> <p>Material rate(s) from Standard Schedules of Rate(s) shall be given priority in the analysis of rate(s). The rate of extra item will be</p> <p>i. Analyzed rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.</p> <p>ii. Analyzed rate, if the Contract amount is above the estimated amount put to tender.</p> <p>Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits analysis of rate(s) of extra item(s) in the manner prescribed above, the Engineer-in-Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rates and other documents submitted by the contractor. determine the rate(s) of extra item(s). The contractor shall be paid in accordance with the rate(s) so determined.</p> <p>However provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for material(s) not available</p>

	<p>in the Standard Schedule of Rates mentioned in Schedule F.</p> <p>The contractor while submitting the tax paid bill of purchased material(s) shall ensure that rate(s) of the materials are reasonable and lowest available in the market. If Engineer-in-Charge feels rates in tax paid bill(s) submitted by contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-Charge is the final authority to decide applicable rate(s) of material(s).</p> <p>(b) Scheduled Extra Items</p> <p>i. For percentage rate tender, the extra item(s) shall be Paid as Per the Standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/below quoted by the contractor on estimated cost put to tender.</p> <p>ii. For item rate tender, the extra item(s) shall be Paid as Per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (Contract amount divided by estimated cost put to tender).</p> <p>The rate(s) of extra item(s) so determined by the Engineer-in-Charge shall be final and binding on the Contractor.</p>
12.3	<p>Deviation, deviated Quantities, Pricing</p> <p>All the deviated quantities shall be paid at agreement rates.</p>
12.4	<p>The case of any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above. whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be.</p> <p>Nothing extra shall be admissible for such operations.</p>
12.5	<p>Cost index</p> <p>Latest available Cost index at the time of beginning of execution of extra item(s) shall be used in sub-clauses 12.2 (a) and 12.2 (b) for calculation of rate(s) of extra item(s)</p>
12.6	<p>Labour rates</p> <p>Labour rates will be based on latest available circulars issued by Central Govt. or State Govt. whichever are higher as well as applicable for the work.</p>
Clause 13	
Foreclosure of contract due to Abandonment or Reduction in Scope of Work	<p>If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.</p> <p>The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge</p>

	<p>for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;</p> <p>(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.</p> <p>(ii) DDA shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however DDA shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by DDA, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.</p> <p>(iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.</p> <p>(iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.</p> <p>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.</p> <p>The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the DDA as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the DDA from the contractor under the terms of the contract.</p> <p>In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.</p>
Clause 14	
Carrying out part work at risk & cost of contractor	<p>If contractor:</p> <p>(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or</p> <p>(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the</p>

	<p>Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.</p> <p>(iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to DDA, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :</p> <p>(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or</p> <p>(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.</p> <p>The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by DDA because of action under this clause shall not exceed 10% of the tendered value of the work.</p> <p>In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.</p> <p>The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.</p> <p>Any excess expenditure incurred or to be incurred by DDA in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by DDA as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to DDA in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.</p> <p>If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.</p> <p>In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.</p>
--	--

Clause 15	
Suspension of Work	<p>(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:</p> <p>(a) on account of any default on the part of the contractor or;</p> <p>(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or</p> <p>(c) for safety of the works or part thereof.</p> <p>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.</p> <p>(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:</p> <p>(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;</p> <p>(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.</p> <p>(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by DDA or where it affects whole of the works, as an abandonment of the works by DDA, 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 DDA, 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</p>

	submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.
Clause 16	
Action in case Work not done as per Specifications	<p>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 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.</p> <p>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.</p> <p>If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.</p> <p>In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.</p>
Clause 17	
Contractor Liable for	If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road,

A____
C____
OW____
D____
}
NIL

JE(T)/PD-4

AE(P)/PD-4

Damages, defects during defect liability Period	<p>road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.</p> <p>In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.</p>
Clause 18	
Contractor to Supply Tools & Plants etc.	<p>The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract 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 security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.</p>

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, DDA is obliged to pay compensation to a workman employed by the contractor, in execution of the works, DDA will recover from the contractor , the amount of the compensation so paid: and, without prejudice to the rights of the DDA under sub- section(2) of section 12, of the said Act, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DDA to the contractor whether under this contract or otherwise. DDA shall not be bound to contest any claim made against it under sub- section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to DDA full security for all costs for which DDA might become liable in consequence of contesting such claim.
Clause 18 B	
Ensuring Payment and Amenities to Workers if Contractor fails	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, DDA is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by DDA from time to time for the protection of health and sanitary arrangements for workers employed by DDA Contractors, DDA 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 DDA under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DDA to the contractor whether under this contract or otherwise DDA 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 Government full security for all costs for which DDA might become liable in contesting such claim.
Clause 19	
Labour Laws to be complied by the Contractor	<p>The contractor shall comply with the provisions of the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971. The contractor shall also obtain a valid license under the said act before the commencement of the work, and continue to have a valid license until its completion.</p> <p>The contractor shall also comply with the provisions of the Inter-state Migrant workmen (Regulation of Employment & Conditions of Service) Act, 1979 The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986.</p> <p>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.</p>

	Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.
CLAUSE 19A	No labour below the age of Eighteen years shall be employed on the work.
CLAUSE 19 B	
Payment of Wages	<p>Payment of wages:</p> <p>(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.</p> <p>(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.</p> <p>(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 Central Public Works Department contractor's Labour Regulations made by DDA from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage 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</p> <p>(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 suffered by a worker or workers by reason of non-fulfillment of the 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.</p> <p>(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.</p> <p>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.</p> <p>(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</p>

	<p>made there under from time to time.</p> <p>(vi) The contractor shall indemnify and keep indemnified DDA against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations (applicable to DDA also) without prejudice to his right to claim indemnity from his sub-contractors.</p> <p>(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.</p> <p>(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.</p> <p>(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.</p>
CLAUSE 19C	<p>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 C.P.W.D. 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 as decided by the authority mentioned in Schedule F 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.</p>
CLAUSE 19 D	<p>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:-</p> <ol style="list-style-type: none"> (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. <p>Failing which the contractor shall be liable to pay to DDA, a sum as decided by the authority mentioned in Schedule F 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.</p>
CLAUSE 19 E	<p>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 DDA from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.</p>
CLAUSE 19 F	<p>Leave and pay during leave shall be regulated as follows:-</p> <ol style="list-style-type: none"> 1. Leave : <ol style="list-style-type: none"> (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,

	<p>(ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.</p> <p>2. Pay :</p> <p>(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.</p> <p>(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.</p> <p>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.</p> <p>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.</p>
Clause 19 G	<p>In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, 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 DDA a sum as decided by the authority mentioned in Schedule F 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 as decided by the authority mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.</p> <p>Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according</p>

	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 remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).
CLAUSE 19 H	The contractor(s) shall at his/their own cost arrange appropriate accommodation for his/ their labour employed which should have proper doors windows, ventilation, water supply, drainage, & sanitary installation etc.
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.
CLAUSE 19J	It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.
Clause 19K Employment of skilled/semi skilled workers	The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC 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

	<p>the rate specified in schedule 'F' 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.</p> <p>Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.</p> <p>For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen.</p> <p>For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be borne by the DDA. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.</p>
CLAUSE 19L Contribution of EPF and ESI	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 verification of deployment of labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. 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.
Clause 20 Minimum Wages Act to be Complied With	The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.
Clause 21	
Work not to be sublet. Action in case of in solveny	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 DDA in any way relating to his office or 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 DDA shall have power to adopt the course specified in Clause 3 hereof in the interest of DDA and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.
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 DDA without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
Clause 23	
Changes in firm's Constitution to be Intimated	Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
Clause 24	
Life Cycle Cost	The contractor shall have obligation to rectify construction defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding three months after issue of notice by Engineer- in- Charge.
Clause 25	
Settlement of Disputes & Arbitration	Notwithstanding any other practice in existence, or any prior agreement or written negotiations having taken place, or any tender condition, or any other clause or covenant in this agreement or any document referred to in this agreement, any provision in the GCC or CPWD Manual, or any circular, Guideline, direction or any rule or regulation, it is hereby agreed that any dispute between the parties to this agreement shall be resolved by decision of the courts at Delhi and the dispute shall not be resolved by way of arbitration or any other alternate dispute redressal mechanism.
Clause 26	
	The contractor shall fully indemnify and keep indemnified the DDA against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against DDA in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the DDA if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.
Clause 27	

Lump sum Provisions in Tender.	When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.
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 state/ District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.
Clause 29	
Withholding and lien in respect of sum due from Contractor	<p>(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 DDA shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the DDA shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the DDA 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 of the DDA or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.</p> <p>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 DDA will be kept withheld or retained as such by the Engineer-in-Charge or DDA 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 DDA shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether</p>

	<p>in his individual capacity or otherwise.</p> <p>(ii) DDA 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 DDA 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 DDA to the contractor, without any interest thereon whatsoever.</p> <p>Provided that the DDA 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.</p>
Clause 29 A	
Lien in respect of claims in other Contracts	<p>Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the DDA or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or DDA or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the DDA or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the DDA will be kept withheld or retained as such by the Engineer-in-Charge or the DDA or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.</p>
Clause 30	
Unfiltered water Supply	<p>The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.</p> <p>(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.</p> <p>(ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.</p>

Clause 31	
Hire of Plant & Machinery	The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.
Clause 32	
Employment of Technical Staff and employees	<p>Contractors Superintendence, Supervision, Technical Staff & Employees</p> <p>(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.</p> <p>The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even if the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineer, it is necessary on the part of the contractor to Employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'.</p> <p>The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.</p> <p>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</p>

	<p>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.</p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified in</p> <p>Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.</p> <p>(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.</p> <p>The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.</p> <p>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.</p>
Clause 33	
Levy/Taxes payable by Contractor	<p>(i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and DDA shall not entertain any claim whatsoever in this respect except as provided under Clause 38.</p> <p>(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.</p> <p>If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the DDA 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 DDA and it will have the right and be entitled to recover the amount paid in the</p>

	circumstances as aforesaid from dues of the contractor.
Clause 34	
Conditions for reimbursement of levy/taxes if levied after receipt of Tenders	<p>(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.</p> <p>However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.</p> <p>Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.</p> <p>Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.</p> <p>(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 DDA 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.</p> <p>(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such 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.</p>
Clause 35	
Termination of Contract on death of contractor	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-Charge on behalf of the DDA shall have the option of terminating the contract without levy of compensation to the contractor.
Clause 36	
If relative working in DDA then the contractor not allowed to tender	The contractor shall not be permitted to tender for works in the DDA circle (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending 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 Gazetted Officer in the DDA. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he

	shall be debarred from tendering in DDA for any breach of this condition. NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.
Clause 37	
No Gazetted Engineer to work as Contractor within one year of retirement	No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the DDA shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of DDA in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of DDA as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.
Clause 38	
Theoretical consumption of Material	<p>(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-</p> <p>(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule ‘F’. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.</p> <p>(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappings, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.</p> <p>(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.</p> <p>(d) For any other material as per actual requirements.</p> <p>Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule ‘F’. For non scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.</p> <p>(ii) The said action under this clause is without prejudice to the right of the DDA to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.</p>
Clause 39	
Compensation during warlike	The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith

A_____
 C_____
 OW_____
 D_____ } NIL

situations	<p>shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.2,00,000/-- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.</p>
Clause 40	
Apprentices Act provisions to be complied with	The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
Clause 41	
Release of Security deposit	The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra majdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1.4 horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3m. (10ft.) in length. For longer ladder, this width should be increased at least ¼" for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching – All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be

- done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition – Before any demolition work is commenced and also during the progress of the work.
 - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
 8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.
 - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :
 - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher office.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.
- m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard is an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :
 - a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- 9. An additional clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product contained lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
 - i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

- iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of DDA
 - viii) DDA may require, when necessary medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
 11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
 - i) a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned
 12. Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
 13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from 1 to 15 there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

A____
C____
OW____
D____ } NIL

JE(T)/PD-4

AE(P)/PD-4

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS
FOR WORKERS EMPLOYED BY DDA OR ITS CONTRACTORS

1. **APPLICATION**

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

2. **DEFINITION**

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

3. **FIRST-AID FACILITIES**

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

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

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

Each first-aid box shall contain the following equipments:

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
6. 1 (30ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceed 50

Each first-aid box shall contain the following equipments:

1. 12 small sterilized dressings.
2. 6 small size sterilized dressings.
3. 6 large size sterilized dressings.
4. 6 large size sterilized burn dressings.
5. 6 (15 gms.) packets sterilized cotton wool.
6. 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing Sal volatile having the does and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/ Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

iv) Nothing except the prescribed contents shall be kept in the First-aid box.

v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

- vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
- vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compo under. The compo under shall be on duty and shall be available at all hours when the workers are at work.
- viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. **DRINKING WATER**

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

5. **WASHING FACILITIES**

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

6. **LATRINES AND URINALS**

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

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.
- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
- b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.
- vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

- vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- viii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure)
- ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

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

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

8. CRECHES

- i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- iv) The contractor shall provide one Ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more is ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- ii) The canteen shall be maintained by the contractor in an efficient manner.
- iii) The canteen shall consist of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be line-washed every four months.

- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.

- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sq.ft.) per diner to be accommodated as prescribed in sub-Rule 9.
- xi a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
- b) Washing places for women shall be separate and screened to secure privacy.
- i) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- ii) a(1) There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
- a(2) The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- b(1) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
- b(2) A service counter, if provided, shall have top of smooth and impervious material.
- b(3) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No losses and shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:
 - a) The rent of land and building
 - b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - d) The water charges and other charges incurred for lighting and ventilation.
 - e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 190 days by registered accountants and auditors.

10. ANTI-MALARIAL,DENGUE AND CHICKEN GUNEA PRECAUTIONS

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

- 11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

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

CONTRACTOR'S LABOUR REGULATIONS

1. **SHORT TITLE**

These regulations may be called the Contractors Labour Regulations.

2. **DEFINITIONS**

- i) **Workman** means any person employed by DDA or its contractor directly or indirectly through a sub-contractor with or without the knowledge of the DDA to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :
 - a) Who is employed mainly in a managerial or administrative capacity: or
 - b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per month or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or.
 - c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.
 - i) No person below the age of **18 years** shall be employed to act as a workman.
 - ii) **Fair Wages** means wages whether for time or piecework fixed and notified under the provisions of the Minimum Wages Act from time to time.
 - iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a sub-contractor.
 - iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.
3. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
- b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the Wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

5. PAYMENT OF WAGES

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct by contractor through bank or ECS or online transfer to his bank account.
- vii) All wages shall be paid through bank or ECS or online transfer.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be a certificate under his signature at the end of the entries in the "Register of Wages" or the "wage-cum-Muster Roll" as the case may be in the following form :

"Certified that the amount shown in column No. ----- has been paid to the workman concerned through bank account on----- at -----

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- i) The wages of a worker shall be paid to him without any deduction of any kind except the following
 - a) Fines
 - b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Government may from time to time allow.
- ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

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

- iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

- i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV).
- ii) The contractor shall maintain a **Muster Roll register** in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- iv) **Register of accident**
The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - a) Full particulars of the labourers who met with accident
 - b) Rate of Wages
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident
 - f) Time and date of accident
 - g) Date and time when admitted in Hospital
 - h) Date of discharge from the Hospital
 - i) Period of treatment and result of treatment
 - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
 - k) Claim required to be paid under Workmen's Compensation Act
 - l) Date of payment of compensation
 - m) Amount paid with details of the person to whom the same was paid
 - n) Authority by whom the compensation was assessed
 - o) Remarks.
- v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) rules 1971 (Appendix-XI).

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

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

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

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

6. ATTENDANCE CARD-CUM-WAGE SLIP

- i) The contractor shall issue an **Attendance card-cum-wage slip** to each workman employed by him in the specimen format (Appendix-VII).
- ii) The card shall be valid for each wage period.
- iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- iv) The card shall remain in possession of the worker during the wage period under reference.
- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS EMPLOYMENT CARD

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

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by

A_____
C_____
OW_____
D_____ } NIL

the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

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

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by :
 - a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :
 - a) An officer of an association of employers of which he is a member.
 - b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSION OF RETURNS

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

18. AMENDMENTS

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

A_____
C_____
OW_____
D_____ } NIL

JE(T)/PD-4

AE(P)/PD-4

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor -----

Name and location of the work -----

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

Date on which maternity leave commenced and ended				
Date of Delivery/ Miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

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

A____
 C____
 OW____
 D____

} NIL

JE(T)/PD-4

AE(P)/PD-4

**SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY
BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR**

Name and address of the contractor -----

Name and location of the work -----

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

A____ }
C____ }
OW____ } NIL
D____ }

LABOUR BOARD

Name and work -----

Name of Contractor -----

Address of Contractor -----

Name and address of Division -----

Name of Labour Officer -----

Address of Labour Officer -----

Name of Labour Enforcement Officer -----

Address of Labour Enforcement Officer -----

S.No.	Category	Minimum wage fixed	Actual wage paid	Number present	Remarks

Weekly holiday -----

Wage period -----

Date of payment of wages -----

Working hours -----

Rest interval -----

A_____	}	NIL
C_____		
OW_____		
D_____		

Form-XIII (See rule 75)

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer -----

S.No.	Name and surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/ designation	Permanent home address of the workman (Village and Tehsil, Taluk and Districts)	Local address	Date of commencement of employment	Signature or thumb impression of the workman	Date of termination of employment	Reasons for terminations	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

A _____
 C _____
 OW _____
 D _____

NIL

JE(T)/PD-4

AE(P)/PD-4

MUSTER ROLL

Name and address of contractor -----

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

Nature and location of work -----

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

S.No.	Name of Workman	Sex	Father's/ Husband's name	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

Page 78 of 131

A	}	NIL
C		
OW		
D		

JE(T)/PD-4**AE(P)/PD-4**

Form-XVII
REGISTER OF WAGES

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer ----- Wages Period: Monthly/ Fortnightly

Sl. No.	Name of Workman	Serial No. in the register of workman	Designation/ nature of work done	No. of days worked	Units of work done	Daily rate of wages/ piece rate	Amount of wages earned					Deductions if any, (indicate nature)	Net amount paid	Signature or thumb impression of the workman	Initial of contractor or his representative
							Basic wages	Dearness allowances	Overtime	Other cash payments (Indicate nature)	Total				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

A_____
C_____
OW_____
D_____
}
NIL

JE(T)/PD-4

AE(P)/PD-4

Wage Card No. -----

(Obverse)

WAGE CARD

Name and address of contractor ----- Date of Issue -----

Name and location of work ----- Designation -----

Name of workman ----- Month / Fortnight -----

Rate of Wages -----

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Morning																																Rate
Evening																																Amount
Initial																																

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

The Wage Card is valid for one month from the date of issue

Signature

A	}	NIL
C		
OW		
D		

JE(T)/PD-4**AE(P)/PD-4**

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

Name and address of contractor -----

Name and Father's/ Husband's name of workman -----

Nature and location of work -----

For the Week/ Fortnight/ Month ending -----

1. No. of days worked -----

2. No. of units worked in case of piece rate workers -----

3. Rate of daily wages/ piece rate -----

4. Amount of overtime wages -----

5. Gross wages payable -----

6. Deduction, if any -----

7. Net amount of wages paid -----

Initials of the Contractor or his representative

A____ }
C____ }
OW____ } NIL
D____ }

Form-XIV [See rule 76]
EMPLOYMENT CARD

Name and address of contractor -----

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

Name of work and location of work -----

Name and address of Principal Employer -----

1. Name of the workman -----

2. S. No. in the register of workman employed -----

3. Name of employment/ designation -----

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

5. Wage period -----

6. Tenure of employment -----

7. Remarks-----

Signature of Contractor

A____ }
C____ }
OW____ } NIL
D____ }

JE(T)/PD-4

AE(P)/PD-4

Form-XV (See rule 77)
SERVICE CERTIFICATE

Name and address of contractor -----

Name and location of work -----

Name and address of workman -----

Age or date of birth -----

Identification marks -----

Father's/Husband's name -----

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

Name and address of Principal Employer -----

S.No	Total Period for which employed		Nature of Work Done	Rate of wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

A_____
C_____
OW_____
D_____ } NIL

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. Will full insubordination or disobediences, whether along or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of DDA.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behaviour.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the DDA or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Appendix 'XI'
Form-XII [See rule 78(2)(d)]
REGISTER OF FINES

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

S.No.	Name of Work-man	Father's/ Husband's name	Designation/ nature of employment	Act/ Omission for which fine imposed	Date of Offence	Whether workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Wage period and wages payable	Amount of fine imposed	Date of which fine realized	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Form-XX [See rule 78(2) d]

REGISTER OF DEDUCTION FOR DAMAGE OR LOSSName and address of contractor -----
-----Name and address of establishment in under which contract is carried on -----
-----Nature and location of work -----
-----Name and address of Principal Employer-----

S.No.	Name of Workman	Father's/ Husband's Name	Designation/ nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	Name of person whose presence employee's explanation was heard	Amount of deduction imposed	No. of install ments	Date of recovery		Remarks
										First instalmen	Last Install Ment	
1	2	3	4	5	6	7	8	9	10	11	12	13

A	}	NIL
C		
OW		
D		

Form-XXII [See rule 78(2)d]
REGISTER OF ADVANCES

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

S. No.	Name of Workman	Father's/ Husband's name	Designation/ nature of employment	Wage period and wages payable	Date and amount of advance given	Purpose (s) for which advance made	Number of installments by which advance to be repaid	Date of amount of each instalment repaid	Date on which last instalment was repaid	Remark
1	2	3	4	5	6	7	8	9	10	11

A_____
 C_____
 OW_____
 D_____ } NIL

Form-XXIII [See rule 78(2) e]
REGISTER OF OVERTIME

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

S. No.	Name of Workman	Father's/ Husband's name	Sex	Designation/ nature of employment	Date on which Overtime worked	Total over time worked or production in case of piece rated	Normal rate of wages	Over time rate of wages	Overtime earnings	Rate on which overtime wages paid	Remark
1	2	3	4	5	6	7	8	9	10	11	12

A_____
 C_____
 OW_____
 D_____

} NIL

NOTICE FOR APPOINTMENT OF ARBITRATOR

(Refer Clause 25)

To

The Chief Engineer/EM

.....

Dear Sir,

In terms of Clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint and arbitrator for settlement of dispute mentioned below:

- a. Name of applicant
- b. Whether applicant is individual/Prop. Firm/O\Partnership Firm/Ltd. Co.
- c. Full address of applicant.
- d. Name of the work and contract number in which arbitration sought
- e. Name of the Division which entered into contract
- f. Contract amount in the work
- g. Date of Contract
- h. Date of initiation of work
- i. Stipulated date of completion of work
- j. Actual date of completion of work (if completed)
- k. total number of claims made
- l. Total amount claimed
- m. Date of intimation of final bill (if work is completed)
- n. Date of payment of final bill (if work is completed)
- o. Amount of final bill (if work is completed)
- p. Date of request made to SE for decision
- q. Date of receipt of SE's decision.
- r. Date of appeal to you
- s. Date of receipt of your decision. Specimen signature of the applicant
(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents. 1. Statement of claims with amount of claims

1.

Yours faithfully,

(Signature)

Copy in duplicate to:

1. The Executive Engineer

.....Division

A _____ }
 C _____ }
 OW _____ } NIL
 D _____ }

SCHEDULE – A
SCHEDULE OF QUANTITIES

Item No.	Sub-heads and Item of Work	Quantity or No.	Rate	Per	Amount	Total
	-----AS PER SCHEDULED ATTACHED-----					

SCHEDULE-B

SCHEDULE OF MATERIALS TO BE ISSUED TO THE CONTRACTOR

S.No	Description of item	Quantity	Rates in figures words at which the material will be charged to the contactor	Place of issue
1	2	3	4	5
1	Ordinary Portland/ Pozzolana Cement	Nil	Nil	-NA-
2	Twisted Deformed bars	Nil	Nil	- do -
3	Bitumen	Nil	Nil	- do -

SCHEDULE-C

TOOLS AND PLANTS TO BE HIRED TO THE CONTRACTOR

S.No	Description	Hire charges per day	Place of issue
1	2	3	4
	NIL	NIL	NIL

Schedule –D

Extra schedule for specific requirements /document for the work if any

---NO--

SCHEDULE - E

REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Name of work:	NOW:- M/o Completed scheme of Nazul A/C-II under SWZ.
Sub Head:	SH :- Supplying of potable water through water tanker for the toilets and underground fire tank at Bhikaji Cama Place District Center..
Estimated cost of work:	Rs. 9,82,336/-.
Earnest money:	Rs. 19,647/-
Performance Guarantee:	5% of tendered value
Security Deposit:	2.5% of Tendered Amount

SCHEDULE-F

General Rules & Directions and Conditions of Contract:

Officer inviting tender:	Executive Engineer PD-4/DDA
Definition :	
2(v) Engineer-in-Charge	Executive Engineer PD-4/DDA
2(viii) Accepting Authority	EE/PD-4/DDA.
2(x) Percentage on cost of materials and labour to cover all overheads and profits	15%
2(xi) Standard Schedule of Rates	Delhi schedule of rates- 2023 with up to date Correction slips.
2(xii) Department	Delhi Development Authority/DDA
9(ii) Contract Form	Percentage rate on PWD-7 Tender form
Clause 1 (i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable registration with EPFO& ESIC, and BOCW Welfare Board and or proof of applying thereof from the date of issue of letter of acceptance. (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	7 days 7 days
Clause 2 Authority for levy compensation under clause 2	S.E./SCC-1
Clause 2A Whether Clause 2A shall be applicable.(Yes/No)	No
Clause 5 Number of days after the date of issue of letter of award for reckoning date of start Table of Mile Stone(s) Time allowed for execution of work. Authority to decide: (i) Extension of time (ii) Rescheduling of milestones	10 days See table attached 365days As per CPWD Manual EE/PD-4/DDA. SE/SCC1

Clause 6, 6A	EMB
Clause 7 Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment Clause 7A	As decided by EE/PD4 Yes
Clause 10A List of testing of equipment to be provided by the contractor at site lab: As decided by the Engineer in charge.	
Clause 10C: As per actual.	
Clause 10CA : NOT APPLICABLE	
Clause 10CC : Not Applicable	
Clause 11 Specifications to be followed for execution of work	CPWD specifications 2019 Volume I and Volume II with up to date correction slips issued till last date of issue of tender and Particular Specifications attached.
Clause 12 (i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for maintenance work	DELETED
Clause 16 Competent Authority for deciding reduced rates	Superintending Engineer in Charge
Clause 18 List of mandatory machinery tools & plants to be deployed by the contractor at site:- See table attached.	
Clause 32 Requirement of Technical Representative(s) and recovery Rate.	See table attached
Clause 38	See table attached
Validity of Tender	75 days from the last day of receipt of technical bid

TABLE OF MILESTONE(S)

S.No.	Financial Progress	Time Allowed (From Date of Start)	Amount to be withheld in case of non-achievement of Milestone
1.	1/8 th (of the whole work)	1/4 th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payment, 1.25% of the Tendered Value of work will be withheld for failure of each Milestone.
2	3/8 th (of the whole work)	1/2 (of the whole work)	
3	3/4 th (of the whole work)	3/4 th (of the whole work)	
4	Full	full	

Requirement of Technical staff for work in compliance of clause 32

S.No.	Estt. Cost (In Lakhs)	Qualification	No.	Experience (in years)	Technical Representative
1.	50 to 200	Graduate Engineer	1	5	Principal Technical Representative
2.	10 to 50	Graduate Engineer or Diploma Engineer	1 1	Nil 5	Principal Technical Representative

Note :

1. Assistant Engineer retired from Government services that are holding Diploma will be treated at par with Graduate Engineer
2. Rate of recovery in case of non compliance of Clause 36 (i) shall be made at the following rates.

S.No.	Qualification	Experience (years)	Rate of recovery
1.	Project Manager with Degree	10	` 50,000/- pm
2.	Graduate Engineer	5	` 30,000/- pm
3.	Graduate Engineer	Nil	` 25,000/-pm
4.	Diploma Engineer	5	` 20,000/-pm

Sl. No.	Item	Variation permissible
1)	(a) Cement For works with estimated cost put to tender not more than Rs. 5 lakh. For works with estimated cost put to tender more than Rs.5 lakh.	3% plus/minus. 2% plus/minus.
2)	Bitumen	All Works 2.5% plus & only & nil on minus side.
3)	Reinforcement and structural steel sections for each diameter, section and category	2% plus/minus.
4)	All other materials	Nil

FORM OF PERFORMANCE GUARANTEE-BANK GUARANTEE BOND

1. In consideration of the Delhi Development Authority(hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called “the said contractor(s)”) for the work of _____ (hereinafter called “The said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
We _____ (indicate the name of the bank) (hereinafter referred to as “the Bank) hereby undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Government.
2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We _____ (indicate the name of the bank) the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We _____ (indicate the name of the bank) further agree with the Government that the government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) form

A _____
 C _____
 OW _____
 D _____

} NIL

time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated _____ the day of _____ for _____ .

(Indicate the name of Bank)

A _____ }
C _____ }
OW _____ } NIL
D _____ }

JE(T)/PD-4

AE(P)/PD-4

BANK GUARANTEE FORM OF EARNEST MONEY.

WHEREAS, contractor (Name of the contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this day of20.....

THE CONDITIONS of this obligation are :

- (2) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the form of Tender.
- (3) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge :
 - (a) fails to refuses to execute the Form of Agreement in accordance with the instructions to contractor, if required; OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and instructions to contractor, OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor, OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge up the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

A____ }
 C____ }
 OW____ } NIL
 D____ }

Date

Signature to the Bank

Witness

SEAL

(Signature, Name and Address)

* Date to be worked out on the basis of validity period of 4 months from last date of receipt of tender.

GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEECTS AFTER THE EXPIRY OF MAINTAINANCE PERIOD OF WORK

The agreement made thisday of year two thousand andbetween (Hereinafter called the Guarantor of the one part) and the Delhi Development Authority (Hereinafter called the DDA of the other part).

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the contract) dated and made between the GUARNTOR of the one part and the DDA of the other part, whereby the contractor, inter-alia, undertook to render the structure in the said contract structurally sound.

AND WHEREAS THE GURANTOR agreed to give guarantee to the effect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing and materials as per this contract.

NOW THIS GURANTOR hereby guarantees that work executed by him will remain structurally stable after the expiry of maintenance period prescribed in the contract for the minimum life of the five Years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer- in-charge with regard to nature and cause of defect shall be final. During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost. The decision of the Engineer-in-charge as to the cost recoverable from the Guarantor shall be final and binding.

That if guarantor fails to make good all the defects, commits breach hereunder, then the guarantor will indemnify the Principal and his successors against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARNATOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the DDA, the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the obligatorand.....by.....for and on behalf of the DDA on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of :

1. 2.

SIGNED FOR AND ON BEHALF OF THE DELHI DEVELOPMENT AUTHORITY BYin the presence of:

1. 2.

A_____
C_____
OW_____
D_____ } NIL

GENERAL CONDITIONS

1. Before tendering, the tenderer shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, nature of soil, availability of materials, extent of leads and lifts involved in the work (over the entire duration of Contract) including local conditions, traffic restrictions, obstructions and other conditions for satisfactory execution of the work. He should take into consideration all such factors and contingencies, while quoting his rates. No claim whatsoever shall be entertained by the Department on this account.
2. The Contractor must study the Specifications and conditions carefully before tendering for the work to be executed.
3. Periphery of works area shall be the area shown in the layout plan of the scheme.
4. The Architectural, structural and other services drawings for the work shall at all-time be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
5. The Contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-Charge. Nothing extra shall be paid on this account.
6. The work shall be carried out in such a manner so as not to interfere or affect or disturb other works being executed by other agencies, if any. He shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it, in proper sequence to the complete satisfaction of the Engineer-in-charge. Any damage done by the contractor to any existing work shall be made good by him at his own cost. Otherwise the same shall be got done at his risk and cost.
7. The Contractor or his authorized representative should always be available at the site of work to take instructions from Departmental officers, and ensure proper execution of work.
8. All work and materials brought and left upon the ground by the Contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the DDA and the same are not to be removed or taken away by the Contractor or any other person without consent in writing of the Engineer-in-Charge but the DDA shall not be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
9. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the Contractor on all the boulders, metal, shingle, earth, sand, bajri etc. collected by him for the execution of the work directly to the concerned revenue Authority of the State or Central Government. His rates are deemed to include all such expenditure and nothing extra shall be paid.
10. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams and waterways. He shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross-drainage works or public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the Contractor. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.
11. Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected against the damage by

the Contractor at his own expense. The Contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

12. The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidance only).
13. The Contractor shall give the following undertaking in respect of taking over of land in the following proforma.

I/We hereby undertake that:

- (i) Full site free from any encroachment has been handed over to me/us on.....
 - (ii) The labour huts..... in nos. constructed by me/us at site as shown on the site plan duly signed by me/us belong to me/us
 - (iii) The site office, casting yard, laboratory, cement Godown etc., will be constructed as per the plan attached.
 - (ii) Construction of labour huts near the work sites shall be avoided as far as possible. The final bill shall not be paid unless all the huts are cleared & removed from the site.
14. All the above land is temporarily handed over only for the execution of above mentioned work.
 15. The above site will be given on temporary basis. After the completion/foreclosure/rescission of the work, clear site shall have to be handed over to the Engineer-in-Charge. Similarly, the site for labour camp given to the agency shall be returned after the completion/foreclosure/ rescission of the work free from all the occupation.
 16. If the agency delays the vacation of occupied area of land after the completion recorded/ stoppage/ rescission of the work, he will be charged at the rate of Rs.1, 50,000/- per month per hectare and the land shall be cleared at the risk & expense of the contractor. The decision of the Superintending Engineer will be final and binding.
 17. The Engineer-in-Charge shall not be precluded or stopped for taking any measurements, and framing of estimates or detaining any certification made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed any materials furnished by the Contractors and from showing that by such measurements, estimates or certificates in nature are incorrectly made, such that the Engineer- in-charge shall not be precluded or stopped from recovering from the Contractor such damages as it may be sustained by reason of his failure to comply with the terms and conditions of the Contract.
 18. Engineer-in-Charge shall have full powers to send workmen employed on the premises to operate fittings and other work not included in the Contract for whose operation the Contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such manner as not to hinder the progress of the work included in the Contract.
 19. The Contractor shall execute his work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors or piece meal workers or by the Engineer-in-Charge and shall as far as possible arrange his work, shall place and dispose off the materials; being used or removed, so as not to interfere with the operations of the other Contractor, piece meal workers, or of DDA or other Departments. He shall arrange his work with that of the

others in an acceptable manner and shall perform it in proper sequence to complete satisfaction of Engineer-in-charge.

20. Any permission, if required from police authorities or other Departments for closing or cutting of the road will be obtained by the Contractor at his own expense. He will have no claim for any financial loss or extension of time on this account.

21. **Shops**

Restaurants, Tea shops or kiosks shall not be allowed to put up by the Contractor in the works area/labour huts area. Temporary kiosk(s) put up by the Engineer-in-Charge shall be taken by the Contractor on lease which is to be determined on the date of completion or termination of Contract whichever is earlier, and the rate of Rs.500 per kiosk per month shall be recovered from the Contractor from the bills paid. On date of completion of the work or termination of Contract whichever is earlier, the kiosk(s) shall be vacated by the Contractor and a vacant possession shall be handed over to the Engineer-in-Charge failing which penalty shall be levied on the Contractor at the rate of Rs.150 per day per kiosk of delay involved.

22. **Levy of Taxes.**

- 22.1. Tendered rates are inclusive of all taxes and levies (except service tax which shall be dealt as per clause 38) payable under the respective statutes. However, pursuant to the Constitution Act, 1982 if any further tax or levy is imposed by statute after date of receipt of tenders and the Contractor there upon necessarily and properly pays such taxes/levies, the Contractor shall be reimbursed the amount so paid provided such payment, if any, is not in the opinion of SE (whose decision shall be final and binding) attribute to delay in execution of work under the control of the Contractor.
- 22.2 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 DDA and further he shall furnish such other information/documents as the Engineer-in-charge may require.
- 22.3. The Contractor shall within a period of 30 days of imposition of any further tax or levy, pursuant to the Constitution Act, 1982 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.
23. The Contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the Department concerned. The Department will however, make all reasonable recommendations to the Authority concerned in this regard.
24. No foreign exchange shall be made available by the Department for the purpose of procurement of equipment, Plants, Machinery, materials of any kind or any other items required to be carried out in execution of work.
25. No payment will be made to the Contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained unless specified otherwise.

26. Lowest rate of the item shall be paid in case the item appears in more than one sub-head of schedule of quantities of the same contract.
27. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.
28. The malba/garbage removed from the site shall be disposed off by the Contractor at any suitable place as directed by the Engineer in-charge. Nothing extra shall be payable for this.
29. a) The surplus soil/earth shall be disposed off as per directions of Engineer-in-Charge.
b) The field staff shall keep the record of initial level and final levels of all such low-lying area.
30. Barricading of excavated trenches on both sides of the trench shall be done by the contractor to a height of 1.60 meters with galvanized steel plain sheet of 1.00mm thick (Class-I) fixed with nails etc. on 100mm dia. Sal ballies, fixed 3m apart as a safety measure. He will also provide red & white strips on sheets with aluminum paint 75mm wide alternatively on outside of sheets vertically and no extra payment will be made on this account.
31. The Contractor shall, during the currency of the Contract, when called upon by the Engineer-in-Charge, engage and also ensure engagement of sub-Contractors and other employees by the Contractor in connection with the works, apprentices for such periods as may be required by the Engineer-in-Charge. The Contractor shall then train them as required under the Apprentices Act, 1961 and the rules made there under and shall be responsible for all obligations of the employer under the said Act, including the liability to make payment(s) to apprentices as required under the said Act.
32. The Contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways etc. and other necessary attendant to move and adopt as directed for the inspection or measurements of the works by the Engineer in-charge or his authorized representative.
33. The layout, alignment and the orientation of the different members of the structural work should be carried out after thoroughly checking the drawing and obtaining clarification, if any from the Engineer-in-Charge. The setting out work should be carried out by the precision surveying instruments and got approved from the Engineer-in-Charge. The Contractor shall arrange the necessary equipment and instruments.
34. Where directed by the Engineer-in-Charge, the Contractor shall provide permanent bench marks. Likewise, any other levels or line or points specifically required by the Engineer-in-Charge shall be built-in. The Contractor shall carefully protect and preserve such important marks during execution of work.
35. The Contractor shall be responsible for getting the necessary tests certificates from the concerned branch of Municipal Corporation and also to get connection for the water supply from the concerned branch of Municipal Corporation if available.
36. Contractor may be required to execute the work under foul position and nothing extra for executing the work in foul position/condition is payable.

37. The work shall be done in conformity with the plans and within the requirements of the general Architectural, Air Conditioning, Electrical and Structural Plans. This work shall be properly coordinated with the work of the other trades. Hangers and sleeves, structural opening shall be furnished in time for their installations as other work proceeds.
38. During the progress of the work, completed portions of the road may be occupied and put to use by the DDA but the Contractor shall remain fully responsible for maintenance of the installations till the entire work covered by the Contract is satisfactorily completed.
39. The Contractor shall be responsible for any activity, authorized or Unauthorized, going on within the site area handed over to him by the Department for construction/development/maintenance or for any other purpose. The Contractor shall also be responsible for informing the Engineer-in-Charge, in writing, wherever their supervision is essential. Further this shall not be a ground for seeking time extension in completion of the work and/or for claiming any loss and/or damage by the Contractor, if at all this causes prolongation of completion of work.

40. **SAFETY OF WORKERS:**

In respect of all labourers directly or indirectly employed in the work for the performance of the Contractor's part of this Agreement, the Contractor shall at his expense arrange for the safety provisions as per the latest edition of India Standard Safety Codes and shall at his own expenses, 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 penalty prescribed under relevant clauses of these tender documents 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 cost incurred in on that behalf from the Contractor and no claims shall be entertained.

- i) I.S: 3006 Part I Safety code for Scaffolds and Ladders.
- ii) I.S: 3696 Part II Safety code for Scaffolds and Ladders Part II Ladders.
- iii) I.S: 76 Safety code for Excavation work.
- iv) I.S: 4031 Safety code for Blasting and Drilling operations.
- v) I.S: 4138 Safety code for working in Compressed air.
- vi) I.S: 5121 Safety code for piling and other deep foundations.
- vii) I.S: 5916 Safety code for constructions involving use of Bituminous materials.
- viii) I.S:7293 Safety code for working construction Machinery.
- ix) I.S: 7969 Safety code for storage and handling of building materials.
- ix) Any other code as per directions of Engineer-in-Charge.

41 **QUALITY CONTROL:**

- 41.1 Contractor shall be fully responsible for the quality of work being executed as per prescribed specification, relevant BIS codes and drawings. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Quality Assurance Cell/Vigilance Cell of DDA or Third Party quality assurance agency engaged by DDA & CTE of CVC, Govt. of India. Contractor shall be required to uncover the hidden item whenever it is required by CE (QAC) or CTE for checking measurements, quality of work and Specifications etc.

- 41.2 The Divisional Officer of DDA will also examine the work executed from the point of view of scope of work, inventory of fittings and fixtures and Specifications for the various items before the work is finalized. If in the opinion of the CE (QAC) or CTE, any of the work has been executed with improper material or defective workmanship, the contractor shall rectify or remove and reconstruct such work in whole or in part, remove such materials or articles and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failure to do so he will make him liable for penalty and other actions under clause 16 of PWD-7 attached with the agreement. If during any of the visits, use of sub-standard material or improper workmanship is noticed by the Divisional Officer or his Superiors or CE (QAC) or any of the authorized representative of third party quality assurance agency or his supervisors, the same shall also be promptly rectified on getting a written notice to do so.
42. No work shall commence in the absence of Contractor's engineers and they shall certify in writing about the correctness of layout, alignment of structure and shall ensure stability of all structural and other building items.
- 43 All materials which are specified to be tested at the manufacturer's works shall satisfactorily pass the test in presence of the authorized representative of Engineer-in-Charge before being used in the work. In case all requisite testing facilities are not available at the manufacturer's premises, such testing shall be conducted at laboratory approved by the Engineer-in-Charge.
44. The Contractor shall make available Total station survey instrument ,Theodolite, Dumpy level with staff, steel tapes, stop watch, platform type weighing machine of 200 Kg Capacity, steel balance with weights, spring balance, slump cone with tamping rod, 15 cm cube molds (sufficient in number), Plumb bob, spirit level, Vernier calipers/ Micrometer, Calibrated cylinder, hammers, thermometers etc readily and in good working condition at site to ensure proper quality of work.
45. Where the Contractor is required to provide materials of certain sizes or weights which may have gone out of market due to change over to metric standard, substitutes conforming to the nearest equivalents on the higher side, as approved by the Engineer-in-Charge, shall be used. No claim of extra payment shall be entertained on this account.
46. Large sized details shall take precedence over small sized drawings. The Contractor shall verify all dimensions at site.
47. In the event of any difference of opinion among site representative in carrying out the item of work in accordance with the Agreement, the Engineer-in-Charge shall decide the issue and his decision shall be final and binding on the Contractor and the Contractor shall be bound to carry out the instruction to complete the work in time. At no point of time the Contractor shall stop execution of the work on any ground whatsoever.
48. Unless stated otherwise, rates quoted by the Contractor shall hold good for work at all heights and depths. The Contractor shall not be paid anything extra for maintaining in good condition all the work executed till completion of the entire work; nor on account of damage to the works caused by rains or other natural phenomenon during the execution of works.
49. The rate shall be inclusive of working under water and adverse conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods, sub-soil water table being high or any cause whatsoever.

ADDITIONAL CONDITIONS

1. CONDITIONS FOR CEMENT

- (a) The Contractor shall procure 43 grade (conforming to IS: 8112) ordinary Portland cement as required in the work, from reputed manufacturers of cement, having production capacity of 1 million tonnes or more per annum, such as **ACC, Ultra tech, Vikram, Shree Cement, Birla Chetak and Cement Corporation of India**, as approved by Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product. Supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the Contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS Codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
- (b) The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-Charge.
- (c) The two cement godowns, one for the untested and the other one for cement that has been tested & approved, of capacity to store a minimum 2000 bags of cement shall be constructed by the Contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of cement godowns. The keys of the one lock shall remain with Engineer-in-Charge or his authorized representative and the key of the other lock shall remain with the Contractor. The contractor shall be responsible for the watch and ward and safety of the cement godowns and no extra payment shall be paid for the same. The contractor shall facilitate the inspection of the cement godowns by the Engineer-in-Charge or his authorized representatives at any time.
- (d) The cement shall be got tested by Engineer-in-Charge and shall be used on work only after test results have been received. The Contractor shall supply free of cost the cement required for testing. The cost of tests shall be borne by the Contractor/Department in the manner indicated below:
 - (i) By the Contractor, if results show that the cement does not conform to relevant BIS codes.
 - (ii) By the Department, if the results show that the cement conforms to relevant IS Codes.
- (e) Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.

- (f) Damaged cement shall be removed from the site immediately by the Contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within three days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the Contractor.
- (g) The actual issue and consumption of cement on work shall be regulated and proper accounts shall be maintained . The theoretical consumption of cement shall be worked out as per procedure prescribed in Special Conditions at Sl.No.29 of the Contract and shall be governed by conditions laid therein. No payment for excess consumption of cement will be allowed. However, for lesser consumption beyond permissible theoretical variation recovery shall be made in accordance with conditions of Contract without prejudice to action for acceptance of work/item at reduced rate or rejection as the case may be.
- (h) For non-schedule items, the decision of the Superintending Engineering regarding theoretical quantity of cement which should have been actually used, shall be final and binding on the Contractor.

17. CONDITIONS OF STEEL:

- i) The Contractor shall procure steel reinforcement of Thermo Mechanically Treated Bars conforming to relevant BIS Codes directly from the main producers ie SAIL, TISCO, IISCO and RINL. The Contractor shall have to submit documentary proof to the satisfaction of the Engineer-in-Charge of having procured the steel reinforcement from the main producers. In exceptional circumstances of non-availability of particular diameter for limited quantity and for a limited period, procurement of steel from secondary producers having valid BIS license and having thermax/ tempcore Plant for production of TMT bars will be allowed with the prior approval of Chief Engineer in writing and who shall satisfy himself independently about the non-availability of particular diameter of steel for which request has been made by the contractor for procurement from the secondary producers. The Contractor shall necessarily produce documentary evidence regarding non-availability of particular diameter of steel from the main producers.

In case, of use of TMT bars from secondary producers, reduction in rate of Rs.8.00 (Rupees Eight only) per kg from the agreement rate of item shall be made for the quantity procured from secondary producers and used on the work. The Contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant specifications. In case, test results indicate that the steel arranged by the Contractor does not conform to the Specifications, the same shall stand rejected and shall be removed from the site of work by the Contractor at his own cost within 7 days of written order from the Engineer-in-Charge to do so.

- (ii) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more or as decided by the Engineer-in-Charge.

- (iii) The steel reinforcement shall be stored by the Contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- iv) For checking nominal mass, tensile strength, bend test, re-bend test, etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

Size of bar	For consignment below 100 tonnes.	For consignment over 100 tonnes.
Under 10mm dia Bars.	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof.
10mm to 16 mm. dia bars.	One sample for each 35 tonnes or part thereof.	One sample for each 45 tonnes or part thereof.
Over 16mm dia Bars.	One sample for each 45 tonnes or part thereof.	One sample for each 50 tonnes or part thereof.

- (v) The Contractor shall supply free of charge the test pieces of steel bars required for testing. The cost of tests shall be borne by the Contractor/Department in the manner indicated below:
- By the Contractor, if results show that the steel does not conform to relevant IS Codes.
 - By the Department, if the results show that the steel conform to relevant IS Codes.
- vi) The actual issue and consumption of steel on work shall be regulated and proper accounts shall be maintained . The theoretical consumption of steel shall be worked out as per procedure prescribed in **Special Conditions at S.No. 29** of the Contract and shall be governed by conditions laid therein.

The Engineer-in-charge may allow the use of high yield strength deformed bars of Grade Fe 500 having elongation more than 14.5% and conform to other requirements of Fe 415 D in the event of non-availability of Fe 415 grade steel reinforcement subject to the following conditions:-

- There shall be no change in the dia and spacing of reinforcement bars as provided for Fe 415 grade steel in the structural drawing.
- Nothing extra shall be payable to the agencies for using Fe 500 grade steel instead of Fe 415 grade steel.

18. The agency shall have to provide cement slurry with inhibitor solution coating on the reinforcing bars as soon as the same are brought at site of work and shall be stacked on brick/timber platform above 30-40 cm height from ground level. Nothing extra shall be paid on this account.

3.0 CONDITIONS FOR WATER

- (a) The contractor shall make his own arrangement for providing water for construction and drinking purpose. Water charges shall not be recovered on account of it. Contractor shall

get the water tested from any laboratory approved by the Engineer-in-charge at regular interval as per the CPWD Specifications 2009 Vol. I & II with up-to-date correction slips received upto the date of receipt of tender. All expenses towards collection of samples, packing transportation and testing etc. shall be borne by the contractor.

- (b) If the source of water is not suitable, the contractor shall arrange suitable water from municipal or any other source at his own cost and make appropriate arrangements at site to treat the available water to make it fit for construction purposes as per IS:456 and nothing extra shall be paid to the contractor on this account. The water shall be got tested at frequency specified in latest BIS code/ CPWD specifications.

4.0 In the event of any difference of opinion among site representatives in carrying out the item of work in accordance with the agreement, the Engineer-in-charge shall decide the issue and his decision shall be final and binding on the contractor and the contractor shall be bound to carry out the instruction to complete work in time. At no point of time the contractor shall stop execution of the work on any ground whatsoever.

5.0 CONDITIONS FOR TESTING OF MATERIAL:-

The contractor shall arrange carrying out of all tests required through the laboratory as established at site of work at his own cost and also from approved laboratory as indicated in the table below. The site laboratory shall be equipped with all necessary equipment as per requirement of specification and as per direction of Engineer-in-charge. A list of laboratory equipment to be maintained by the contractor shall be got approved from Superintending Engineer. The contractor shall ensure and certify the calibration of equipment installed and shall maintain the same in working order throughout the period of construction. The contractor shall also provide necessary trained staff for carrying out all tests. All test at site shall be carried out under the supervision of Engineer-in-Charge.

1) Test for which no facility is available at site labs / DDA labs	<p>i) 75% of the test to be conducted in govt. labs like PWD, CPWD, DTU, IIT, CRRI, CERI, NCCBM, RTC & FRI Dehradun.</p> <p>ii) 25% of the test to be conducted in other labs approved by DDA.</p>
2) Test for which facilities are available at site labs / DDA labs.	<p>i) 50% of the test to be conducted test at site.</p> <p>ii) 25% of the test to be conducted from DDA QAC lab in the zone where work is situated.</p> <p>iii) 15% of the test to be conducted from DDA QAC central lab.</p> <p>iii) 10% of the test to be conducted in govt. labs like PWD, CPWD, NTH, IIT, CRRI, CERI, NCCM, RTC & FRI Dehradun, or other labs approved by DDA.</p>

GENERAL SPECIFICATIONS

1. SPECIFICATIONS:

Specifications to be followed for execution of work shall be:-

- 1.1 The entire work shall be executed as per description of item, specifications attached, **CPWD Specifications 2009 Vol. I and Vol. II** with up to date correction slips issued up to the date of receipt of tenders wherever referred to in this tender document as **“CPWD Specifications”** and particular Specifications attached herewith. However, in case of any discrepancy in the description of any item as given in the schedule of quantities appended with the tender and the specification relating to the relevant item, the former shall prevail.
- 1.2 Samples of all building materials, like Non Pressure RCC pipes /HDPE pipes, and other articles required for execution of works shall be got approved from Engineer-in-Charge. Articles classified as First quality by the manufacturer shall be used unless otherwise specified.
- 1.3 The Contractor shall give a performance test such as smoke test/pressure test of the entire installations as per standard Specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the Contractor for the test.
- 1.4. The expansion joints, wherever required may be provided at suitable intervals as per specifications and nothing extra shall be paid on this account.

2.0 BRICKWORK:

- 2.1 All mortars shall be mixed in Mechanical mixtures.
- 2.2 Due care shall be taken by the contractor to ensure the execution of brick masonry walls in plumb.

3.0 FORMWORK:

3.1 Cleaning and Treatment of Works:

All rubbish, particularly chipping, shaving and saw dust shall be removed from the interior of the forms before the concrete is placed. The formwork in contact with the concrete shall be cleaned and thoroughly wetted or treated with an approved composition to prevent adhesion between formwork and concrete. Care shall be taken that such approved composition is kept out of contact with the reinforcement.

- 3.2 For the execution of centering and shuttering, the Contractor shall use proprietary “Reebole” chemical mould release agent of FOSROC or equivalent as shuttering oil as recommended by the manufacturer and nothing extra shall be paid on this account.

4.0 CONCRETE WORK/ DESIGN MIX

- 4.1 43 grade OPC (Conforming to IS-8112) of brand/make/source as approved by Engineer-in-Charge shall only be used for production of concrete.

- 4.2 Precast cover blocks in cement mortar 1:2 mix (1 cement: 2 coarse sand) of required thickness and about 4 x 4cm section will be placed between form work and reinforcement to achieve uniform and required cover of concrete in slab and beam bottom. For beam side and columns factory made round type cover blocks shall be used.
- 4.3 All R.C.C. work shall be as per approved design mix. A computerized automatic batching Plant of minimum capacity 150 cum per day (8 hours working) shall be installed at site for preparation of design mix concrete. Concrete for all reinforced concrete works in columns, wall, footing, beams, slab and the like shall be laid and well consolidated by vibrating using portable mechanical vibrator. The rest of the concrete for all reinforced concrete such as chajjas and shelves etc. shall be laid and well consolidated by pouring & tamping. Care shall be taken to ensure that concrete shall be poured through concrete pumps.
- 4.4 The minimum quantity of cement for M-25 grade R.C.C. will be 330 Kg Portland Cement per Cum. Actual quantity of Cement used will be the higher of the mix design and 330kg/cum. However, nothing shall be paid for extra quantity of cement used above 330kg/cum.).

The minimum quantity of cement for M-35 grade R.C.C. will be 350 Kg Portland Cement per Cum. Actual quantity of Cement used will be the higher of the mix design and 350kg/cum. However, nothing shall be paid for extra quantity of cement used above 350kg/cum.).

Workability of Concrete shall be as specified in para 7.0 of IS 456-2000, for all grades of concrete, depending on the placing conditions/ members.

Approved plasticizers / Super plasticizer / admixtures conforming to I.S.9103 can be used for improving workability and their performance shall be monitored as per clause 5.5. of I.S.456-2000 and clause 4.1.2 and 5.9.1.5 of C.P.W.D. specification 2009. Keeping in view the purpose to be performed by the admixture the maximum usage of admixture may be governed as per para 10.3.3 of IS 456-2000.

Admixtures should not impair durability of concrete nor combine with the constituent to form harmful compounds nor increases the risk and corrosion of reinforcement.

Nothing extra shall be paid for use of admixtures for improving the workability of concrete and nothing extra will be paid for pumping the concrete as well beyond the provisions taken in the items in schedule of quantities.

The maximum water cement ratio for a particular concrete grade shall be kept as per IS 10262 and shall not exceed the value given in Table 5 of IS: 456-2000 which are as follows:

M25	-	0.50
M-30	-	0.45
M-35	-	0.45

- 4.5 The concrete mix design with and without admixture will be carried out by the Contractor through one of the following laboratories/ Test houses.

- (i) IIT, Delhi
- (ii) National Council for Cement and Building Materials, Ballabhgarh.

- (i) CRRRI, Delhi.
- (ii) Delhi Technological University.

4.6 In the event of all these laboratories being unable to carry out the requisite design./testing the Contractor shall have to get the same done from any other laboratory with prior approval of the Engineer-in-Charge.

4.7 The Contractor shall submit the mix design report obtained from any of above approved laboratories for approval of Engineer-in-Charge within 30 days from the date of issue of award letter. No concreting shall be carried out until the mix design is approved.

5 IN CASE CONTRACTOR CHOOSES RMC FOLLOWING CONDITIONS WILL APPLY:-

5.1 The cost of packaging, sealing, transportation, loading, unloading, cost of samples and the testing charges for mix design in all cases shall be borne by the contractor.

5.2 Ready mix concrete as per approved design mix shall be arranged by the contractor from the reputed Ready mix producing plant (within 50Km distance from site of work) such as ACC, unitech ,vikram ,L&T, Birla .

5.3 OPC grade -43 (Confirming to I:S 8112)of reputed branch such as ACC ,J.P, JK LAXMI, SHREE, BIRLA UTTAM, AMBUJA and ULTRATECH will be used in production of RMC.

5.4 The Engineer-in-charge will reserve right to inspect at any such stage, and reject the concrete if he is not satisfied about quality of product. The contractor should therefore, draw MOU / Agreement with RMC Owner / Company very carefully keeping all terms and conditions / specifications forming a part of this tender document.

5.5 The Engineer-in-charge reserves the right to exercise control over :-

- (i) Ingredients, water and admixtures purchased, stored and to be used in the concrete including conducting of tests for checking quality of materials, recordings of test results and declaring the materials fit or unfit for use in production of mix.
- (ii) Calibration Checks of the RMC.
- (iii) Weight and quantity check on the ingredients, water and admixtures added for batch mixing.
- (iv) Time of mixing of concrete.
- (v) Testing of fresh concrete, recordings of results and declaring the mix fit or unfit for use. This will include continuous control on the workability during production and taking corrective action.

For exercising such control, the Engineer-in-charge shall periodically depute his authorized representative at the RMC Plant. It shall be the responsibility of the contractor to ensure that all necessary equipment man-power & facilities are made

available to Engineer-in-charge and / or his authorized representative at RMC Plant.

5.6 Ingredients, admixtures & water declared unfit for use in production of mix shall not be used. A batch mix found unfit for use shall not be loaded into the truck for transportation.

5.7 All required relevant records of RMC shall be made available to the Engineer-in-charge or his authorized representative. Engineer-in-charge shall, as required, specify guidelines and additional procedures for quality control and other parameters in respect of materials and production and transportation of concrete mix, which shall be binding on the contractor and the RMC Plant.

5.8 The RMC produced concrete shall be accepted by Engineer-in-charge at site after receipt of the same after fulfilling all the requirements of mix mentioned in the tender documents.

5.9 Ready mix concrete shall be arranged in quantity as required at site of work. The ready mix concrete shall be supplied as per the pre-agreed schedule approved by Engineer-in-charge.

6. **FINISHING:**

6.1 The external finishing with plaster shall be done as per CPWD Specification and as per item of Schedule of Quantity and sample of such plaster should be prepared by the Contractor and got approved by Engineer-in-Charge before undertaking mass work.

7. **CONSTRUCTION JOINTS:**

7.1 The Contractor shall give his proposal for location and treatment of construction joints. The construction joints shall be provided only at places and in the manner as approved by Engineer-in-Charge.

7.2 The foreign matter and laitance shall be cleaned properly by compressed air before starting further work.

8. **SEWER LINES**

8.1 The work of sewer line will be carried out as per DJB norms and conditions provided in the scheme sanctioned by DJB.

8.2 The pipes to be used in the sewer lines shall be ISI mark.

SPECIAL CONDITIONS

1. The site for the work is available. However, the work shall be carried out in reaches as decided by the Engineer-in-charge.
2. **DELETED**
3. (a) A detailed program in the form of precedence network diagram is to be submitted to the Engineer-in-Charge within 15 days of the award of work. Any modification suggested by the Engineer-in-Charge shall be incorporated in the Bar Chart. It will be ensured by the Contractor that the time schedule laid down in the aforesaid Bar Chart is adhered to. In case of any slippage, the time lost will have to be made good by the Contractor by speeding up the activities. In such case, he shall be bound to follow the revised program decided by the Engineer-in-Charge. The program chart should include the following.
 - i) Descriptive note explaining sequence of various activities.
 - ii) Network (bar chart/precedence network)
 - iii) Program for procurement of materials by the Contractor.
 - iv) Program of mobilization of Machinery/equipment.
 - v) Program for deployment of labour, time schedule for the requirement of material to be supplied by the Department, if any.
 - vi) Cash flow statement.

If the Contractor fails to submit the Bar chart, the Engineer-in-Charge shall get it prepared at the risk and cost of the Contractor.
- (b) Contractor shall give the Engineer-in-Charge on the 4th day of each month, the progress report of the work done during the previous month. The progress of work will be reviewed periodically by the Engineer-in-Charge with the Contractor and shortfalls, if any, will be sorted out. The Contractor shall there upon take such action as may be necessary to bring back his work to schedule without additional cost to the Department.
4. The submission of detailed program, for approval by the Engineer-in-Charge, or the furnishing of such particulars shall not relieve the Contractor from any of his duties or responsibility under the Contract. This is, without prejudice to the right of the Engineer-in-Charge to take action against Contractor as per terms and conditions of the Agreement.
5. In order to adhere to the program, if the work is to be carried out in more than one shift, no claim on this account shall be entertained. Contractor will have to obtain advance

permission in writing from Engineer-in-Charge for executing any work in odd hours i.e. beyond normal working hours between 9 AM to 5 PM or on Sundays/Holidays. Contractor shall arrange suitable, to and fro transportation for DDA site staff to their residences, in case the site staff is required to stay beyond office hours.

6. Contractor shall be allowed 15 days for mobilization from the date of issue of letter of award for the work. During this period Contractor will mobilize Plant & equipment and complete other preliminaries like approval of quarry, mix design, trial mix etc.
7. (a) The Contractor shall provide and maintain C.G.I. sheet barricading not less than 2.5m in height from ground level duly painted in white and red wherever required according to the rules around the work site. Nothing extra shall be paid for the same. Wherever, compound wall/fencing exists this provision will not be insisted upon. Nothing extra shall be paid for the same.

(b) The Contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, marking, flags, lights and flagman as necessary, at either end of the excavation/embankment and at such intermediate points, as directed by the Engineer-in-Charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part. These provisions are in addition to the safety measures already mentioned in PWD-7.
8. Contractor shall provide one signboard of size 1m x 2m, displaying name of the Department, and the project, architects, consultants and main Contractor, as approved by the Engineer-in-Charge. Nothing extra shall be paid on this account.
9. Some restrictions may be imposed by the security staff/Delhi Police on the working and for movement of labour, materials such as:
 - i) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent Authority.
 - ii) Any other circumstances.
 - iii) The Contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
 - iv) No claim whatsoever will be entertained by the Department on account of any restrictions (including temporary suspension of work) imposed by the security agencies in execution of work

10. **QUALITY ASSURANCE**

- 10.1 The Contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted.
- 10.2 The Contractor shall intimate the source of various raw materials namely aggregate, cement, sand, water etc. to be used on the work and get it approved from the Engineer-in-Charge. Trial mixes for controlled concrete shall be prepared using the approved materials. The Contractor shall stick to the approved source unless it is absolutely unavoidable. The change, if any shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be carried out by the Contractor at his own cost.

11. **SUB STANDARD MATERIAL/WORK:**

In case any material/work is found substandard the same shall be rejected by the Engineer-in-Charge and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-Charge at the risk & cost of the Contractor without giving any further notice and time.

12. **TESTING OF MATERIALS:**

- 12.1 Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specification prescribed for the item/materials. Whenever ISI marked materials are brought to the site of work the Contractor shall if required by the Engineer-in-Charge, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material procured by the Contractor for incorporation in the work satisfies the provisions of IS Codes relevant to the material and/or the work done.
- 12.2 The Contractor shall arrange to carry out all tests (other than referred elsewhere) as required under the Agreement from the laboratories as approved by the Engineer-in-Charge. Contractor shall bear all charges in connection with the cost of samples, packing, transportation, loading & unloading. The testing charges shall also be borne by the contractor. However, no testing charges will be payable by the Contractor for the tests conducted in DDA laboratories.

Establishing the laboratory at site shall not absolve the Contractor from fulfilling the criteria of getting the test done in independent lab. The decision of the Engineer-in-Charge for allowing any test in the site laboratory or any other laboratory shall be final.

- 12.3 In case there is any discrepancy in frequency of testing as given in the list of mandatory tests and that in individual sub-heads of work as per C.P.W.D. Specifications” (lower of two frequencies of the testing i.e. higher number of tests shall be followed)
- 12.4 The quality of cement concrete and RCC shall be tested during the execution of the item of work as prescribed in relevant CPWD Specifications.
13. Any cement slurry added over base surface or for continuation of concreting for better bond is considered to have been included in the item (unless otherwise specifically stated) and nothing extra shall be payable or extra amount considered in consumption in this account.
14. Factory made materials shall be procured only from reputed & approved manufacturers or their authorized dealers. List of such approved manufacturers is available at **Page.** For the items/materials not appearing in the list, the decision of Engineer-in-Charge shall be final and binding.
15. Wherever specialized work is to be executed or materials are to be procured through specialized agencies, their names shall be got approved well in advance from Engineer-in-Charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, contractor should negotiate with concerned specialized agencies and send their names for approval to Engineer-in-Charge. Any material procured without prior approval of Engineer-in-Charge in writing is liable to be rejected. Engineer-in-Charge reserves his right to get the materials tested in laboratories of his choice before final acceptance. Nonstandard material shall not be accepted.
16. The term machine batched, machine mixed and machine vibrated design mix concrete used anywhere in Agreement shall mean the concrete produced in automatic concrete batching & mixing Plant and if necessary transported by transit concrete mixers, placed in position by the concrete pumps and vibrated by surface vibrator/needle vibrator/plate vibrator, as the case may be, to achieve required strength and durability. In no case double handling will be allowed.
17. The tenderer will indicate the system of centering and shuttering, he proposes to adopt for easy erection and de-shuttering. Based on this system, the type of material to be used in shuttering will be determined.
18. Wet Mix Plant – Agency would set up his own wet mix plant for GSB & WMM at the site of work as per direction of Engineer in charge. The land for the same may be provided temporarily by DDA free of cost till the completion of the work.
19. GTS bench marks are to be adopted for level of roads. Agency will make all arrangements to demarcate the road alignment as per the layout plan and nothing extra

shall be paid on this account. Agency will make all arrangements for taking initial / final level jointly with DDA field staff.

20. Earth / soil for construction of embankment / sub-grade should not be clay / semi-clay soil and should be free from logs, strupps, roots, rubbish, organic material or any other ingredient likely to deteriorate or affect the stability of the embankment/sub-grade.
21. The agency shall ensure that CBR value of earth / soil being brought at site should not be less than 6% under 4 days soaked condition for construction of embankment / sub-grade (field / lab tests of earth / soil for its CBR value shall be got conducted by the agency at his own and at his own cost and nothing extra shall be paid on this account).
22. Tests of Soil classification soil compaction and CBR value of embankment / sub-grade constructed at site from the earth / soil borrowed by the agency shall be got conducted by him from CRRI / IIT Delhi / Roorkee or any other government department.
23. CRRI / IIT, Delhi / Roorkee or any other agency may be associated by DDA for third party quality assurance, during the execution of work and shall be carrying out quality control checks as per the requirement of MORT&H specifications for Roads and Bridges, 2013 and CPWD specifications. Agency shall have to render full cooperation to third party quality assurance team in all respect.
24. Contractor shall provide necessary cooperation and assistance in obtaining the samples for tests and carryout the field tests as required by DDA / third party quality assurance team from time to time. This may include provision of labour, attendants, assistance in packing and dispatching and other assistance considered necessary in connection with the tests.
25. For satisfying about the quality of materials and work, quality control checks shall also be conducted by third party quality assurance staff. Additional tests may also be conducted wherein the opinion of third party need for such tests arises.
26. For the work of embankment, subgrade and pavement, construction of subsequent layers of same or other material over the finished layer shall be done after obtaining permission from DDA / third party officials. Similar permission from DDA / third party shall be taken in respect of all other items of works prior to processing with next stage of construction.
27. The method of sampling and testing of materials shall be as required by the Hand Book of Quality Control for construction of roads and runways (IRC SP-11), MORT&H Specifications 2013 and CPWD Specifications 2009 Vol. I & II, with amendments/correction slips received upto the date of receipt of tender, are silent, the sampling and testing procedure shall be approved by DDA / third party officials and decision shall be final & binding on the contractor.
28. **The items of work shall be carried out as per the priority set by Engineer-in-Charge & nothing extra shall be paid to the contractor on this account.**

29. **Conditions for Theoretical Consumption of Materials**

For the materials, which are not stipulated/ issued from the store of Engineer-in-Charge, **Clause 42 will not be applicable** and following conditions shall apply.

- (i) After the completion of the work the theoretical quantities of the following materials, duration of equipment to be used in different items of work shall be calculated on the basis of statement showing quantities of materials to be used in different items of the work

provided in the DSR 2016 with up to date Correction Slips. In case any of the items is executed for which the standard coefficient for the consumption of the materials/duration of equipment cannot be derived from the statement, the same shall be calculated on the basis of standard formula to be

laid down by the Superintending Engineer of the Circle concerned. Over these theoretical quantities of the materials/duration of equipment shall be allowed a variation up to a percentage as given below. In the event it is being discovered that the quantities of the materials/duration of equipment used is less than the materials/duration of equipment as ascertained as here before said, provided (allowing variation on the minus side as stipulated above). The cost of quantities of the materials and equipment not so used shall be recovered from the Contractor on the basis of double the market rates. The market rates of such materials/duration of equipment shall be ascertained and approved by the Superintending Engineer of the Circle concerned and the same shall be final and binding on the Contractor. The above procedure will also be repeated along with each and every running account bill and recovery, if any, shall be made simultaneously.

<u>Sl. No.</u>	<u>Item</u>	<u>Variation permissible</u>
1)	(a) Cement For works with estimated cost put to tender not more than Rs. 5 lakh. For works with estimated cost put to tender more than Rs.5 lakh.	3% plus/minus. 2% plus/minus.
2)	Bitumen	All Works 2.5% plus & only & nil on minus side.
3)	Reinforcement and structural steel sections for each diameter, section and category	2% plus/minus.
4)	All other materials	Nil

(ii)The provisions made above are without prejudice to the rights of the D.D.A. to take action against the contractor under the conditions of the Contract for not doing the work according to the prescribed Specification.

(iii) The contractor shall construct suitable godowns at site of work for storing the material safe against damages from Sun, rain, dampness, fire, thefts etc. He shall also employ necessary watch & ward establishment for this purpose.

(iv)Cement bags shall be stored properly so that these are not affected by weather or by any other cause. The day to day receipt and issue statement verifiable should be submitted to the Assistant. Engineer daily showing the work done against the cement issued duly signed by the Contractor or his authorized agent. The statement must show the consumption variation as per above Clause (i).

(v) Cement bags shall be stored in separate godown as per typical godown sketch attached, with pucca floor and weatherproof roofs & walls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with DDA's Junior Engineer-in-Charge of work and that of the other lock with the authorized agent of the Contractor at the site of work, so that the cement issued from the godown according to the daily requirement with the knowledge of both the parties. The cement bags shall be stacked on proper floor consisting of two layers of dry bricks laid on well consolidated earth at a level of at least 30 cm above ground level. These stacks shall be in rows of 2 bags and 10 bags high within minimum 60 cm clear space around. The bags should be placed horizontally continuous in each line shown in the accompanying sketch. The day to day receipt and issue accounts of cement shall be maintained by the Junior Engineer-in-Charge and signed daily by the Contractor or his authorized agent. Materials will be issued to the Contractor during working hours as per rule of DDA framed from time to time.

(vi) The Contractor shall bear all incidental charges, storage and safe custody for the materials.

- 30 The contractor shall ensure the registration of all the eligible workers (inclusive of those of sub- contractors and petty contractors) with Delhi Building & other Construction Workers Welfare Board.
31. The contractor shall furnish an Affidavit (in the prescribed Performa as per **Annexure-VI**) against any structural defects, deficiency, leakage's, settlement of drains including chambers etc. for a period of five years to be reckoned from the date of expiry of defect liability period of Twelve months . The Affidavit shall be got counter signed by the first class Magistrate by the agency in contract. The defect liability period shall be as specified in the Manual/ General clause of contract.
35. NO payment shall be release to the agency until the agency produce the receipt from the approved MCD dumping ground/plants for dumping C & D waste.
36. No payment shall be release to the agency until the agency produce the receipt of STP water from DJB and purchasing bills of dust suppressant

Special Conditions to comply directives of Hon'ble National Green Tribunal dt. 04.12.2014 & 10.04.2015 and EIA Guidance Manual issued in February 2010.

1. The contractor shall not store/dump construction material or debris on metaled road.
2. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metaled road. This area shall not cause any obstruction to the free flow the traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible.
3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and /or other similar material to ensure that no contraction material dust fly outside the plot area.
4. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and durst free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
5. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
6. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
7. The contractor shall ensure that C & D waste is transported to the C & D waste site only and due record shall be maintained by the contractor.
8. The contractor shall compulsory use of wet jet in grinding and stone cutting.
9. The contractor shall comply all the preventive and protective environment steps as stated in the MoEF guidelines 2010.

10. The contractor shall carry out on Road inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
11. The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
12. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle of 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
13. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.

LIST OF APPROVED MAKE OF MATERIALS

(For Civil Works).

Specification/brands names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved by the Architect are listed below. However, approved equivalent materials and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the Engineer-in-Charge (**also see Conditions of Contract**).

S.No.	5. Materials	6. Approved Make
1.	PORTLAND CEMENT(GRADE-43)	ACC, VIKRAM, BIRLA CHETAK, CEMENT CORPORATION OF INDIA, SHREE CEMENT, ULTRATECH.
2.	T.M.T. STEEL	SAIL, TISCO, RINL, AND IISCO
3.	STRUCTURAL STEEL SECTIONS	TATA, SAIL, LLOYD METAL, SUPREME
4.	ADMIXTURE	FOSROC BY M/S. S.G. FOUNDRY AIDS, MC- BY BAUCHEMIE INDIA PVT. LTD. ROFF, PIDILITE & CICO.
5.	WATER PROOFING COMPOUND	TAP CRETE, CICO, ACCOPROOF
6.	WATER PROOFING CEMENT PAINT	SNOWCEM, ACQUCEM
7.	SYNTHETIC ENAMEL PAINT	J&N, BERGER, NEROLAC, ASIAN, ICI

ANNEXURE-X

Appendix-XVI

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING OF MILESTONES

[Refer Clause 5.3]

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

Milestone No. Already Rescheduled	EE's Letter No. and Date	Rescheduling Of Milestones Done	
		Original Date	Rescheduled Date
(A) 1st Milestone			
(B) 2nd Milestone			

Rescheduling of Milestone applied for

Milestone No. For Which Rescheduling is	Original/ Rescheduled Date	Details And Period of Hindrances	Comments of Executive Engineer	Proposed Rescheduled Date of
--	----------------------------------	--	--------------------------------------	------------------------------------

A_____
C_____
OW_____
D_____ } NIL

Applied				
(A) 1 st Milestone				
(B) 2 nd Milestone				

Submitted to the Sub Divisional Officer

Signature of Contractor

ANNEXURE-XI

APPENDIX – XVII (Refer Clause 5)

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

- Name of contractor
- Name of work as given in the agreement
- Agreement no
- Estimated amount put tender
- Date of commencement of work as per agreement
- Period allowed for completion of work as per agreement
- Date of completion stipulated in agreement
- Period for which extension of time if has been given by authority in Schedule ‘F’ previously

Letter no. and date

Extension granted
Months Days

(a) 1st extension.....

(b) 2nd extension.....

(c) 3rd extension.....

(d) 4th extension.....

Total extension
previously given

- Reasons for which extension have been previously given (copies of the previous application should be attached)
- Period for which extension if applied for

A _____ }
C _____ }
OW _____ } NIL
D _____ }

11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3).

Submitted to the Authority indicated in Schedule F with copy to the Engineer-in-charge and Sub Divisional Officer

Signature of Contractor
Dated

A____ }
C____ }
OW____ } NIL
D____ }

JE(T)/PD-4

AE(P)/PD-4

ANNEXURE-XII

(FORM 31)

INDENTURE FOR SECURED ADVANCES

(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of20..... BETWEEN (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the PRESIDENT OF INDIA (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the President that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the President has agreed to advance to the

Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor onand the President has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupeeson or before the execution of these presents paid to the Contractor by the President (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the President and declare as follows: -

- (1) That the said sum of Rupeesso advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid

(hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.

- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best :-
 - (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the President on demand.
 - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved **as per provisions of clause 25 of the contract.**

In witness whereof the saidandby the order and under the direction of the President have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by.....

the said contractor in the presence of

Signature

Witness Name

Address

Signed by.....

by the order and direction of the President in the presence of

Signature

Witness Name

Address

<u>SCHEDULE OF QUANTITY</u>						
Name of Work : M/o Completed scheme of Nazul A/C- II under SWZ						
Sub Head : Supplying of potable water through water tanker for the toilets and under ground fire tank at Bhikaji Cama Place District Center.						
S.No	DSR Items	Description of Items	Qty as per Agmt.	Unit	Rate (Rs.)	Amount (Rs.)
1	A/R	Supplying of potable water through water tanker and boosting the water from tanker to OHT(including diesel, mobile oil, etc.), with payment on a fixed daily unit rate, ensuring uninterrupted, round-the clock (24x7) supply to both the toilets and an underground fire tank at Bhikaji Cama Place District Center, all complete as per Engineer-in-charge.	365	day	2685.45	9,80,189.25
Total						9,80,189.25
Correction factor on Existing item in DSR-2023(0.973)						9,53,724.14
Cost Index @ 3%						9,82,335.86
Estimated Cost						9,82,336/-

JE(T)/PD-4

AE(P)/PD-4

EE/PD-4

A _____ }
C _____ }
OW _____ } NIL
D _____ }

JE(T)/PD-4

AE(P)/PD-4