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Certified that this NIT contain pages 1 to 78 (One to Seventy Eight Only)

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Executive Engineer
MPR-I/DDA

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DELHI DEVELOPMENT AUTHORITY

NOTICE INVITING E-TENDER

Press Notice/ NIT No. 01/AE(P)/MPR-1/DDA/2012-13

Online item rate tender are invited for the following work by the Executive Engineer/ MPR-I/ DDA, Patpar Ganj, Near Hasanpur DTC Depot, Delhi-110092 upto **3.00 pm** on **9/08/2012** on behalf of DDA from the **specialized firms** who fulfill the following conditions, which shall be opened on 14/08/2012 **at 3.30 pm** through E-Tendering in the **Office of Executive Engineer/MPR-I** in the presence of intending purchaser or their authorized representatives.

1. The contractor should have satisfactorily completed
 - (i) Three similar nature of works each costing not less than 40 % of the estimated cost.

OR

- (ii) Two works of similar nature each costing not less than 50% of the estimated cost.

OR

- (iii) One work of silimlar nature costing not less than 80 % of estimated cost in the last seven years ending last day of the month previous to one in which tenders are invited.

Note: The documents showing the eligibility criteria i.e. proof of satisfactory completed works as shown above are to be submitted along with proof of RTGS for tender Cost & EMD. The tenders of contractors not submitting the same shall not be opened.

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S. No.	Name of Work	Estimated Cost (Rs)	Tender Cost	Process-ing fee	Earnest Money Rs.	Time Allowed	Last Date of down loading/ Uploading of tender <u>document</u> Date of opening.
1.	Construction of UER-II Master plan Road in Rohini (C/o 100 Metre right of way road connecting Western Yamuna Canal to Kanjhawla Road near village Karal Majari for part of alighment passing through Rohini.) . SH: Demarcation of Master Plan Road (UER-II) from western Yamuna canal to Kanjhawla Road near karala Majri.	9,76,745.00	500/-+5% VAT i.e. Rs. 525.00	Rs. 562.00	Rs. 19535.00	60 days	09/08/2012 <hr/> 3.00 pm 14/08/2012 3.30 P.M.

For mode of payment of tender cost, processing fee & earnest money and other details of the tender visit the website www.dda.org.in or www.tenderswizad.com/DDA

For any assistance on e-tendering please contact M/s ITI limited on 011-49424365, 9350893669, 80110367038, 9212520281 and 9312064776

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The work should have been executed by the tenderer in the capacity of main contractor . Work executed on behalf of the main contractor (through unauthorized subletting) shall not considered for fulfill of these criteria for eligibility to tender.

1. Should have a valid certificate of Registration under Delhi Value added tax act 2004 with works contract cell of sales tax / VAT department of GNCTD. The Tax Clearance Certificate issued by the said cell before the tender paper can be sold to him.
2. . The tender documents can be obtained/ downloaded from the e-tendering website i.e. www.tenderwizard.com/DDA on payment of cost of tender Rs. 500/- plus DVAT 5% which shall be deposited through RTGS/NEFT in the Account of CAU (MPR) having account No. 13940110014875 with UCO Bank Shahpurjat, New Delhi Branch(IFSC Code UCBA0001394).The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the e-tendering system by the prescribed date.
E-tendering processing fee Rs 562/= to be deposited through e-mode of ITI Ltd.
3. The document related to eligibility criteria forms duly supported by prescribed annexures and his quoted rates should be submitted on line. The supporting documents of eligibility criteria are to be submitted in the office of the Executive Engineer MPR I in separate envelope duly marked " supporting Documents of eligibility criteria " up to 3PM on 13/08/2012
4. Quoted rates shall remain valid for a period of 60 days from the date of it's opening.
5. The tenders can be downloaded with effect from 04/08/2012 from the above mentioned web site. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering and taking works 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.
The department reserves the right to reject any application without assigning any reason.
6. Contract document consisting of the details plans, complete specification, the Schedules of quantities of the various item of work to be done and a set of conditions of the contract can be downloaded from the DDA e-Tendering website www.tenderwizard.com/DDA or www.dda.org.in.
 - (a) The site of the work will be handed over to the contractor in full or in a piece meal manner as and when the same will be made available to the department after its reclamation by removal of encroachment.

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- (b) The **Time Allowed** for carrying out the work will be **60 days** from the **10th day** after the date of written orders to commence the work or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents
7. The tenders shall be accepted only through online e-Tendering process and all details pertaining to the tenders are available on the website www.tenderwizard.com/DDA and www.dda.org.in. These tender will be submitted by the contractor only through online e-tendering process.

Contractor can register themselves in the e-tendering website www.tenderwizard.com/DDA to get the User ID & Password, tenderer get activated his User ID & Password by M/s ITI Limited after submitting a Enlistment certificate copy of DDA, Covering letter for registration & non-refundable annual registration fee of Rs. 2206/- (Inclusive of all Taxes) only through DD in favour of M/s ITI Limited payable at New Delhi-92 and submitted to Mr. Rajesh Kumar, Manager-BD, ITI Limited, Plot No 495-496, Main Madhuban Road, Ganesh Nagar-II, Shakarpur, New Delhi-110092 through courier or by hand.

The tenders will be opened only through online tendering process. The eligible contractors of the tenders can see their bids opened through online after logging in into the DDA e-tendering website using their User Id and Password.

8. Tender documents consisting of plans, Specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of Contract to be complied by the Contractor and other necessary documents can be downloaded from the e-tendering website www.tenderwizard.com/DDA. Tender documents will be issued through soft copies from e-tendering website www.tenderwizard.com/DDA after the payment **Rs. 500/- + 5% VAT** as cost of Tender (non refundable) through RTGS/NEFT in the office of the CAU,MPR/ DDA and after the payment of **Rs. 562/-** as cost of Tender Processing in favor of M/s ITI Limited (non refundable) in form of Demand Draft payable at New Delhi and covering letter should be submitted to ITI Limited, No.495-496, Main Madhuban Road, Ganesh Nagar-II, Shakarpur Near Ambedkar Polytechnic College, New Delhi-92. or Mr.Sanjay(8010367038) and Mr.Arun(9212520281), E-tendering Help Desk, System Department, 9th Floor, Vikas Minar, Delhi.

The tenderer has to fill up the Tender cost receipt number and DD No of tender processing fee in the DDA online website using there User ID & Password for requesting the tender schedules for quoting there rates and amount for the tender.

As mentioned at Sl. no 1 and earnest money as stated below shall be sealed in an envelop and submitted to the Office of the Executive Engineer DDA and the same RTGS receipt should be scanned and uploaded to the e-tendering website. The RTGS receipt should be submitted to the division office with in the tender closing date and time else the tender will be rejected of the contractor.

Payment of Earnest Money:

Earnest Money of Rs. 19535 /- shall be deposited through RTGS/NEFT in the Account of CAU, MPR having account no.13940110014875 with UCO Bank Shahpurjat, New Delhi Branch(IFSC Code UCBA0001394). The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the e-tendering system by the prescribed date. No interest shall be paid on earnest money as deposited with DDA

The Executive Engineer will get tender cost/earnest money verified from CAU based on the unique transaction reference no. against each RTGS/NEFT payment before Tenders are opened

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9. The Contractors should quote their rates and amount tendered by them after downloading the prescribed tender document from the e-Tendering website www.tenderwizard.com/DDA after the payment of Tender cost and Tender Processing Charges as mentioned in the above.
10. When the contractor uploads a tender in an Indian language total amount tendered in the PWD form No. 8 should also be written in the same language. In the case of illiterate contractor the rate tendered should be attested by the witness.

The submission of tender will be through e-tendering process only.

11. DELETED.
12. Each tender should be submitted through online process.
 - (a) The Contractor whose tender is accepted shall execute an agreement on Rs. 50/- stamps Non-Judicial paper reiterating his acceptance of the execution of work on the rate and condition as set in the contract document.
13. The contractor whose tender is accepted shall be required to furnish by way Performance Guarantee/Security deposit, for due fulfillment of his contract. The security deposit will be deducted from the running account / final bill of contractor at the following rate:
 - a) Performance Guarantee @ 5% (five percent) of the tendered amount for the proper performance of the contract agreement within fifteen days of issue of letter of intent. This period can be further extended by the Engineer-in-Charge up to a maximum period of seven days on written request of the contractor. This guarantee shall be in the form of Govt. Security or Fixed Deposit Receipt or Guarantee Bond of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.
 - b) Security Deposit @ 5% (five percent) of the tendered value of the work by way of deduction from the running bills of the contractor @ 10% (ten percent) of gross amount of each running bill till the sum along with the sum already deposited as earnest money amounts to 5% of the tendered value of the work.
14. The competent authority on behalf of DDA does not bind himself to accept the lowest tender and reserve to himself the authority to reject any or all the tenders received without assigning any reason.
15. Canvassing whether directly or in-directly in connection with tenders is strictly prohibited and the tender submitted by the Contractor who resort to canvassing shall be liable to rejection.
16. All Rates shall be quoted after downloading the complete tender documents from the e-Tendering website www.tenderwizard.com/DDA in the prescribed format of the Tender.
17. Item rate tender containing percentage below /above will be summarily rejected.
 - (a) 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

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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 chooses 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.

- (b) Monthly payment to the contractor will be made when gross amount of the work done during the previous months is more than Rs 100000/-.

18. On acceptance of the tender the name of the authorized representative of the contractor who would be responsible for taking instructions from the Engineer in-charge shall be communicated to the Engineer-in-charge of the subject work.
19. DDA reserves to itself for accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
20. Sales tax/ VAT or any other tax on materials in respect of this contract shall be payable by the contractor and DDA will not entertain any claim whatsoever in this respect.
- (a) Service tax wherever applicable shall however, be reimbursed to the contractor on production of proof of payment to the concerned department.
21. (a) Contractor must produce certificate of registration under Delhi Value Added Tax Act 2004 with Works Contract Cell of Sales Tax/VAT Department of GNCTD and Tax Clearance Certificate Sales Tax/VAT issued by the said Cell before the tender papers can be sold to him.

Labour Cess:

- (b) 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.
- (c) Tax @ 2% of total payment will be recovered under Delhi Value Added Tax Act 2004.
22. A Contractor shall not be permitted to tender for works in the DDA Zone (responsible for award and execution of contract) in which any of his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of CE and JE (both inclusive) in DDA. He shall intimate the name of his near relatives, if any, who are working as group A, B or C officer in DDA. He shall also intimate the name of the persons who are working with him in any capacity or who are subsequently employed by him and who are near relatives of any group A, B or C Officer in the DDA. Any breach of this condition by the contractor would render him liable to action under Clause 3 of the agreement. In addition, he would also be liable to be debarred from tendering in future.
23. The contractor shall give a list of non-Gazetted DDA employees related to him.
24. No engineer of gazetted rank or other gazetted officers employed in Engineering or Administrative duties in any Engineering Deptt. of the Govt. of India/DDA is allowed to work as contractor for a period of two years after his retirement from Govt. Service/DDA. The contract is liable to be cancelled, if either the contractor or any of his employees are found at any time to be such a person who had not obtained the permission from the Govt. of India/DDA as aforesaid,

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before the submission of the tender. The Engineering Department of Government of India includes the Engineering Department of CPWD, MES, Railway, P&T, DDA, NDMC, MCD, DJB and others.

25. The tender for work shall remain open for acceptance for a period of sixty days from the date of opening of Financial Bid. 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 the tender which are not acceptable to the department, then the DDA 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 tendering process of the work.
26. The tender for the work shall not be witnessed by a contractor or contractors who himself has/themselves have tendered for the same work. Failure to observe this condition would render the tender of tenderers as well as witnessing the tender liable to be summarily rejected.
27. Refer Press Tender Notice/refer to Detailed Tender Notice in the e-tendering website for any corrigendum's/amendments for the tender.
28. Tenders shall be issued to the eligible contractors who fulfill the criteria of eligibility and should have Class-II Digital Signature and registration with service provider M/s ITI Limited, Plot No. 495-496, Main Madhuban Road, Shakarpur, Ganesh Nagar-II near Ambedkar Polytechnic Delhi-110092, criteria of eligibility for issue of tender documents.
29. The tender shall be accepted only through online e-Tendering process and all details pertaining to the tender and guidelines for e-tendering are available on the website www.tenderswizard.com/DDA and www.dda.org.in. Intending contractors need to register themselves on the e-tendering website www.tenderswizard.com/DDA and www.dda.org.in. DDA to get the USER ID and PASSWORD from M/s ITI Limited, Plot No. 495-496, Main Madhuban road, Shakarpur, Ganesh Nagar-II, Near Ambedkar Polytechnic, Delhi-110092 by paying required fee and completing the steps specified on above referred website.
30. On line tender documents submitted by intending bidders shall be opened only of those bidders, whose earnest money Deposit, cost of tender document and e-tender processing fee and other eligible criteria documents placed in the envelope are found in order. The bid submitted shall be opened at 3.30 Pm on 14/08/2012.
31. The contractors shall upload scanned copy of TIN number as issued by D-Vat Department on DDAs e-tendering website. However, attested copies to be submitted in the office of the Executive Engineer inviting tender before the date and time of opening of e-tender as indicated in the calendar of events below.
32. The contractor shall upload scanned copy of proof of having submitted the latest D-Vat/CST return etc. on DDAs e-tendering website. However, attested copies to be submitted in the office of the Executive Engineer inviting tender before the time and date of opening of e-tender as indicated in the calendar of events below.
33. 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 tender shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.

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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..

34. DDA will not be responsible for not getting internet connection/ power supply while downloading the Documents or while uploading their offers.
35. Proforma for intimating completed work is available at page (Annexure-'A').

ADDITIONAL CLAUSE

1.	Case of withdrawal of offer	Action to be Taken
i).	If the contractor modifies/ withdraw their offer within 60 days of quoting the rates or before the issue of letter of acceptance whichever is earlier.	The 50% amount of earnest money deposited by the contractor shall be forfeited and disciplinary action as deemed fit shall be taken by the department against the contractor.
ii)	If the contractor withdraw his offer 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 /agency withdraw his offer after award of the work and taking over possession of site.	It is deemed that the contractor has entered into contract 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 or his authorized representative for taking over the possession of site. It is further clarified 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. In case of tender for supply of material the documentary proof for start of work will be submission of samples for approval to Engineer-in-Charge i.e. in case the supply order is given to the contractor and he fails to supply the materials or submit the samples to Engineer-in-Charge then the action to be taken against the contractor is only the forfeiture of earnest money and if he submits the samples for supply and there after abandons the work or fails to supply the materials then action under Clause-2 & 3 is attracted.

Service Tax : Service tax shall be Re-imbursed to agency on production of payment to the concerned department.

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Copy to :

1. PM (MPR)/DDA
2. Dy. C.A.O./CAU/MPR/ DDA
3. FO to CE P&(CWG) DDA
4. EE/MPR II/DDA
5. EE/ Store Div-1 / DDA
6. Work File
7. AE-I, II, III ,IV& AE(P)/MPR- I/DDA
8. AAO/MPR- I/DDA
9. Notice Board.

EXECUTIVE ENGINEER
MPR I/DDA

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DELHI DEVELOPMENT AUTHORITY

Item Rate Tender For work

I/We hereby tender for the execution of the work for the Delhi Development Authority which is specified in underwritten memorandum within the time specified in such memorandum at the item rates entered in the schedule attached and in accordance with all aspects with the specifications, design, drawings and instructions in writing, referred to in clause-11 of the conditions of contract, and with such materials as are provided for, by and in all other respects in accordance with, such conditions so far as applicable.

Memorandum**(a) General Description**

Construction of UER-II Master plan Road in Rohini (C/o 100 Metre right of way road connecting Western Yamuna Canal to Kanjhawla Road near village Karal Majari for part of alignment passing through Rohini.) .

SH: Demarcation of Master Plan Road (UER-II) from western Yamuna canal to Kanjhawla Road near karala Majri.

(b)	Estimated Cost	:	Rs. 9,76,745.00
(c)	Earnest Money	:	Rs. 19535.00
(d)	Performance Guarantee:	:	5% of the Tendered Value
(e)	Security Deposit	:	As per Clause 1
(f)	Time allowed for the work from the 10 th day after the date of written order to commence	:	60days

I/We hereby agree:

- (i) To abide by and fulfill all Terms and Provisions of the said Conditions annexed hereto and all the Terms and provisions contained in the Notice Inviting Tender so far as applicable and/or in default thereof to forfeit and pay to the DDA or their successors the sum of money mentioned in the said conditions.
- (ii) To execute all the works referred to in the tender documents on the Terms & Conditions contained or referred to therein and to carry out such deviations as may be ordered up to maximum of 20% and hereafter called the **Deviation Limit of tender**, at the rates quoted in tender documents and those in excess of this limit at the rates to be determined in accordance with the provisions contained in clause 12-A of the tender form.

A sum of Rs19535/=deposited in the account of CAU, MPR is hereby forwarded in the Form of UTR of RTGS/NEFT as earnest Money .If I/we fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said DDA or his successor 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 any other rights or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely,

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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 ordered, upto the maximum of percentage mentioned in the tender document and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 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 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

Name:

Address:

Occupation:

Signature of contactor

Name:

Address:

Dated theday of2011

Signature of Witness

Name of witness.

Address

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Occupation.....

Signature of Contractor

Postal Address

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ACCEPTANCE

The above tender (As modified by you as provided in letters mentioned hereunder) is hereby accepted by Executive Engineer/MPR-I/DDA on behalf of the DDA for a sum of Rs. _____ (Rupees _____) only.

The letters referred to above shall form part of the Agreement.

(a)

(b)

(c)

For and on behalf of DDA

Signature _____

Name _____

Designation _____

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GENERAL RULES AND DIRECTIONS

1. All works proposed for execution by contractor will be notified in a form of invitation to tender posted in public place signed by the Divisional Officer. 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 with the tender and the percentage at which the security deposit shall be deducted from the bills of the successful tenderer. Copies of the specifications, design and drawings and schedule of quantities and of rates of the various descriptions of work and any other document required in connection with the work assigned for the purpose of identification by the Divisional Officer shall also be open for inspection by the contractor at the office of Divisional Officer during office hours.
2. In the event of 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.
3. Receipt for payments made on account of work, when executed by a firm must also be signed by the several partners except where the 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 authority to give effectual receipt for the firm.
4. Any person who submits the tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tender which proposes 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 contains any other condition of any sort including conditional or unconditional 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 a separate tender for each work. Tenders shall have the name and number of the work to which they refer written outside the envelope.
 - (a) The rate(s) and amount(s) must be quoted in decimal coinage. Amount must be quoted in full rupee ignoring fifty paise and considering more than fifty paise as Rupee one.
5. The Divisional Officer or his duly authorized representative will open tenders in the presence of intending contractors who may be present at the time and will enter the amount 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 forwarded there with shall thereupon be given to the contractor who shall thereupon for the purpose of identification signed copies of the specifications and other documents mentioned in rule-1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same.
6. The officer inviting tenders shall have the right of rejecting all or any of the tender and will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk for money paid by the Contractor will not be considered as acknowledgement of payment to the Divisional Officer and the Contractor shall be responsible for seeing that he procures a receipt signed by Divisional Officer or duly authorized cashier of CAUMPR/DDA.
8. The memorandum of work tendered, for the schedule of materials to be supplied by the DDA and their issue rates, shall be filled in and completed, in the office of the Divisional Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in

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and completed, he shall request the office to have this done before he completes and delivers his tender.

9. 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 words, then the rates quoted by the Contractor in words shall be taken as correct. Where the rate quoted by the Contractor in figures or in words tally but the amount is not worked out correctly, the rates quoted by the Contractor will unless otherwise provided be taken as correct and not the amount. In the event of no rate has been quoted for any items(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the Contractor has loaded the cost of this/these item(s) in other item(s) and the rate for such item(s) will be considered as Zero and work will be required to be executed accordingly.
10. If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates or amount it would be open for the DDA to reject the same.
11. The tenderer shall sign a declaration under the official secret Act for maintaining secrecy of the tender and shall return all the drawings or other records connected with the work given to them. The unsuccessful tenderer shall return all the drawings given to them.

DECLARATION

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

Signature of the Contractor

Address

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CONDITIONS OF CONTRACT

Definition:

1. The **Contract** means the documents forming the tender and acceptance thereof and formal agreement executed between the **Executive Engineer, DDA** and the **Contractor** together with the documents referred to therein including the conditions, specifications, design, drawing and instructions issued from time to time by the Engineer-in-Charge and all the documents taken together shall be deemed to form one contract and shall be complimentary to one another.
2. In the contract, the following expressions shall thereof, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
 - (a) The expression **Work** shall, unless there be something either in the subject or contractor repugnant to such construction to be constructed and taken to mean the work by or by virtue of the contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - (b) The **Site** shall mean the land or other places or through which the 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 of street which may be allotted or used for the purpose of carrying out the contract.
 - (c) The **Contractor** shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the persons comprising such firm or company or the successors of such individual firms or company and the permitted assignees of such individual or firms or company.
 - (d) The **Authority** or DDA means the **Delhi Development Authority**.
 - (e) 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 the DDA.
 - (f) The **Chairman**, DDA or Government of India shall mean the L.G. of Delhi.
 - (g) The terms **Chief Engineer** means concerned **Zonal Chief Engineer**, DDA. Words imparting the singular number include the plural number and vice-versa.
 - (h) The Chief Technical Examiner/Technical Examiner means the Chief Technical Examiner/Technical Examiner of Central Vigilance Commission of Govt. of India.
3. 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 the price 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.
4. 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

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figured dimensions in preference to scale and special conditions in preference to General Conditions.

- 4.1 In the case of discrepancy between the Schedule of Quantities, the specifications and/or the drawings, the following order of preference shall be observed:
- a) Description in Schedule of Quantities.
 - b) Particular specifications and Special Conditions, if any.
 - c) Drawings
 - d) CPWD Specifications
 - e) Indian Standard Specifications of BIS
- 4.2 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 documents and his decision shall be final and binding on the contractor.
- 4.3 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.

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CLAUSES OF CONTRACT

Clause 1: Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit DDA at the time of making any payment to him for work done and measured under the contract to deduct a sum at the rate of 5 % of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by DDA by way of security deposit unless he has/they have deposited the amount of security at the rate mentioned above in cash or in the form of Govt. Securities or FDR (FDRs). In case a FDR of any Bank is furnished by the Contractor to DDA as part of the Security Deposit and the Bank is unable to make payment against the said FDRs, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.

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 DDA 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 FDR tendered by the State Bank of India(SBI) 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 of the Contractor at the rates mentioned above and the earnest money, if deposited in cash at the time of tenders will be treated a part of the security deposit.

- NOTE:1.** Govt. papers tendered as security will be taken at 5% (five percent) below its market price or at face value, whichever is less. The market price of Govt. 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 Govt. paper will be withheld, if necessary.
- 2.** Govt. 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 conditions mentioned under the rule against each form of security.

Clause1(A): Performance Guarantee

- i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of the letter of intent. This period can be further extended by the Engineer- in-Charge up to a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer -in- Charge. This Guarantee shall be in the form of Govt. Securities or FDRs or Guarantee bonds of any Scheduled Bank or the SBI in accordance with the form annexed hereto (**Annexure II**). In case FDR of any Bank is furnished by the contractor to the DDA as part of the Performance Guarantee and the bank is unable to make payment against the said FDR, the loss caused hereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.
- ii) A letter of intent shall be issued in the first instance informing the successful tenderer by the competent Authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the Performance Guarantee within the specified period, D.D.A. shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

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- iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of works 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.
- iv) The Engineer-in-Charge shall not make a claim under the Performance Guarantee except for amounts to which the DDA is entitled under the contract (notwithstanding 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 hereinabove, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay DDA 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 Engineer- in-Charge.
- v) 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 DDA

NOTE: - Note 1 & 2 given under clause 1 shall be applicable for Clause 1(A) also.

Clause 2: Compensation for delay

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

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

Compensation for delay of work @ 1.5% per month of delay to be computed on per day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or of the tendered value of the item or group of items of work for which a separate period of completion is originally given.

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 DDA. In case, the contractor does not achieve a particular milestone mentioned at **Page 70 (Annexure-1)** or the rescheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in the subsequent milestone(s), the amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Clause 3: When Contract can be determined

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

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- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.
- ii) 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.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-charge.
- iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge
- v) 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.
- vi) If the contractor commits any acts mentioned in **Clause 21** hereof.
- vii) If the work is not started by the contractor within 1/8th of stipulated time. 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:
 - a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the earnest money deposit, security deposit already recovered and Performance Guarantee under contract shall be liable to be forfeited and shall be absolutely at the disposal of the DDA.
 - b) Deleted
 - c) After giving notice to the contractor to measure the work of the contractor and to take such whole, or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the 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.

Clauses 3A:

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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, either party may close the contract. In such eventuality, the earnest money deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

Clause 4:

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 power shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for the 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 desecration of 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, plants, 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, otherwise the Engineer-in-Charge by giving this in writing may order the contractor, or his clerk of the works, foreman or other authorized agent to remove such tools, plants, 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 at his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Clause 5: Time and Extension for delay

The time allowed for execution of the work as specified at PWD-8 or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid 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 As soon as possible after the contract is concluded, the contractor shall submit a Time & Progress Chart for each milestone and get it approved by the department. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the contractor within the limitations of time imposed in the contract documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestones given at Page 67

5.2 If the work (s) be delayed due to any of the following reasons:

- i) Force majeure, or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the works, or
- v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the contract, or
- vi) non availability of stores, which are the responsibility of Govt./DDA to supply, or
- vii) non availability or break down of tools and Plant to be supplied by Govt./DDA, or

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- viii) any other cause which, in the absolute discretion of the authority mentioned in **Clause 2** is beyond the contractor's control.

then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the 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.

- 5.3** Request for rescheduling of mile stones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4** In any such case the authority mentioned in **Clause-2** may give a fair and reasonable extension of time and reschedule the milestone for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

Clause-6:

Within 10 days of the completion of the work the contractor shall give notice of such completion to the Engineer-in-Charge and within 10 days of the receipt of the such notice the Engineer-in -charge shall inspect the work and if there is no defect in the work, he shall furnish the contractor with a certificate of completion otherwise a provisional certificate indicating defects

- (a) to be rectified by the contractor, and/or
(b) for which payment will be made at reduced rates, be issued

But no certificate of completion shall be issued, nor shall the work be considered to be completed 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 arrangement required for his work people on the site in connection with the execution of the work, which shall have been erected or constructed by the contractor and cleaned of the dirt from all wood work, doors, windows, walls floors or other parts of any building in, upon or about which 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 fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangement as aforesaid and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc. and dispose of same as he thinks fit and clean of such dirt as aforesaid and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually released by the sale thereof.

Clause 6A : DELETED

Clause 6 B: DELETED

Clause 6 C : DELETED

Clause 7:

No payment shall be made for a work estimated to cost Rupees five thousand or less till after the whole of the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than Rs. Five thousand the contractor shall on submitting the bill be entitled to

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receive a monthly payment proportionate to the part of work executed to the satisfaction of the Engineer-in-Charge whose certificate of the sum so payable shall be final or conclusive against the contractor.

All such intermediate payments shall be regarded as payment by way of advanced against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or recreated or be considered as an admission of the due performance of the contract on any part thereof, in any respect or the acquiring of any claims, nor shall it conclude, determine or affect in any way the powers of the Engineer-in-Charge under this conditions or any of them as to the final settlement and adjustments of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-Charge and payment shall be made within three months, when amount of the contract plus that of additional items is up to Rs. 2 lacs and within six months, if the same exceeds Rs. 2 lacs, of the submission of such bill. If there shall be any dispute about any item of the work than the undisputed item or items only shall be paid within the said period of three months or 6 months or as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowances thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

Whenever there is likely to be delay in recording detailed measurement for making running payment in the case of residential building, advance payment without detailed measurement for works done (other than foundation and finishing items) up to (a) lintel level (including sunshade etc.) and (b) slab level for each floor, worked out at 75% of the assessed value may be made in running accounts bill by the Engineer-in-Charge in his discretion of the basis of certificate from the Assistant Engineer to the effect that the work has been completed up to the level in question. The advance payment so allowed shall be adjusted in the subsequent running bill by taking detailed measurement there of final payment shall be made only on basis of detailed measurement.

Clause 8:

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted as far as possible before the expiry of ten days from the presentation of the bill, if the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute, within seven days of the date fixed, as aforesaid, his subordinate to measure the said work in presence of the contractor whose counter signature to measurement list will be sufficient warrant and the Engineer-in-Charge may prepare a bill from such list.

Clause 8 A:

Before taking any measurements of any work as has been referred to in Clause 6, 7 & 8 thereof the Engineer-in-Charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend the measurement, after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-Charge then in any such event the measurement taken by the Engineer-in-Charge or by a subordinate deputed by him as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

Clause 9:

The contractor shall submit all bills on the printed forms to be had on application from the office of the Engineer-in-Charge and the charges in the bills shall always be entered at rates specified in the tender or in the case of any extra work, ordered in pursuance of these conditions and not mentioned or provided for in the tendered, at the rates here in after provided for such work.

Clause 9 A:

Payments due to the contractor may if so desired by him be made to his bank instead of direct to him provided that the contractor furnishes to Engineer-in-Charge (i) An authorization in the form of a legally valid documents such as a power of attorney conferring authority on the Bank, to receive payment and (ii)

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his own acceptance of the correctness of 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. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the contractor should whenever possible present his bill duly receipted and discharged through his bankers. Nothing herein contained shall operate to create in favour of the bank, any right or equities vis-a-vis the authority.

Clause 10: DELETED

Clause 10 A:

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 power to require other proper material to be substituted there of and in case of default the Engineer-in-Charge may cause the same to be supplied and all costs which may arise due to such removal and substitution shall be borne by the contractor

Clause 10 B

(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 the work up to 75% of estimated value of any materials which are in 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 protected 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 deducted from the next payment made under any of the clause or clauses of this contract. 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 secure advance shall however, be paid on high risk materials such as ordinary glass, sand, petrol, diesel etc.

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Clause 10 (C) :

If after submission of the tender the price of any materials incorporated in the work (not being materials-supplied from the Engineer-in-charge stores in accordance with clause 10 thereof) and / or wages of labor increases as a direct result of the coming in to force of any fresh law, or statutory rule or order (but not due to any changes in sale tax) and such increase in the price and / or wages prevailing at the time of the last stipulated date for the receipt of the tenders including extensions if any for the work, and the contractor there upon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and / or in respect of labor engaged on the work such increased wages, then the amount of the of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the work (not being a material supplied from the Engineer-in-charge stores in accordance with clause 10 thereof) and / or wages of labor is decreased as a direct result of the coming in to force of any fresh law any statutory rules and orders (but not due to any changes in sales tax) and such decrease in the price and or wages prevailing at the time of receipt of the tender for the work DDA shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-charge's stores in accordance with clause-10 thereof) and / or labor 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 be difference between the prices of the materials and/ or wages as prevailed at the times of the last stipulated date for receipt of tenders including extensions if any for the work and the price of material and/ or wages of labor on the coming into force of such law, statutory rule or order.

The Contractor shall, for the purpose of this condition, keep such books of accounts and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the DDA, and further shall, at the request of the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.

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 labor, give notice thereof to the Engineer-in-charge starting that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

Clause 10 CA :

If after submission of the tender the prices of cement and/ or bitumen incorporated in the works (not being a material supplied from the Engineer-in-charge's stores in accordance with Clause 10 thereof) increase (s) beyond the price (s) prevailing at the time of the last stipulated date for receipt of tender (including extension, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

If after submission of the tender, the prices of cement and/ or bitumen incorporated in the works (not being a material supplied from the Engineer-in-charge's stores in accordance with Clause 10 thereof) is decreased. DDA shall in respect of these materials incorporated in the works (not being a material supplied from the Engineer-in-charge's stores in accordance with Clause 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the cement and/ or bitumen as prevailed at the time of last stipulated date of receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and/ or bitumen issued under authority of DG (w), (PWD).

The increase/decrease in prices shall be determined by the All India wholesale price indices for cement and bitumen (bars and rods) as published by Economics Advisor to Government of India, Ministry of Commerce and Industry and base price of cement and / or steel as issued under authority of DG(w), CPWD as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

The amount of the contract shall accordingly be varied for cement and/or steel and will be worked out as per formula given below.

(a) Adjustment for component of 'Cement'

$$V_c = P_{cx} Q_{cx} \frac{C_1 - C_{10}}{C_{10}}$$

Where,

V_c = Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

P_{cx} = Base price of cement as issued under authority of DG(W), CPWD valid at

The time of the last stipulated date of receipt of tender including extension, if any

Q_{cx} = Quantity of cement used in the work since previous bill.

C_{10} = All India whole sale Price Index for cement as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

C_1 = All India whole sale Price Index for cement for period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce.

b) Adjustment for component of steel

$$V_s = P_{sx} Q_s \frac{S_1 - S_{10}}{S_{10}}$$

Where,

V_s = Variation in cost of steel i.e. increase or decrease in the amount in rupees to be paid, or recovered

P_{sx} = Base price of steel as issued under authority of DG(W), CPWD at the time of last stipulated date of receipt of tender including extensions, if any.

Q_s = Quantity of steel paid either by the way of secured advance or used in the works since previous bill (whichever is earlier).

S_{10} = All India whole sale price Index for steel (bar and rods) for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

S_1 = All India whole sale price Index for steel for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce.

Provided always that provisions of the preceding clause 10C shall not be applicable in respect of cement and/or steel

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Clause 10 D : 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 10 E : **DELETED**

Clause 10 F : **DELETED**

Clause 11: Work to be executed in accordance with Specifications, Drawings, Orders etc.

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner and 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 designs, 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 and of all such designs, drawings and instructions as are not included in the Central Public Works Department compilation entitled CPWD Specification for work at Delhi 2009 volume 1 and 2 with upto date correction slips, upto date of receipt of tender or in any Bureau of Indian Standard or any other published Standard or Code or, schedule of rates or any printed publications, or General Specification referred to elsewhere in the Contract.

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.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2 Deviation, Extra Items and Pricing

In the case of extra item(s) (items that are completely new and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) supported by proper analysis, for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be

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substituted) and substituted item shall also be determined in the manner as mentioned in the following Para.

Deviation, Substituted Items, Pricing

- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

Deviation, Deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

- 12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration and reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
- 12.4 The contractor shall send to the Engineer-in-Charge once every three months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Engineer in Charge may authorize consideration of such claims on merits.
- 12.5 For the purpose of operation of Schedule F, the following works shall be treated as works relating to foundation unless and otherwise defined in the contract:
 - i) For buildings: All works up to 1.2 meters above ground level or up to floor 1 level which is lower.
 - ii) For abutments, piers and well staining: All works up to 1.2m above the bed level.

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- iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures: All works up to 1.2 meters above the ground level.
- iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2metres above the ground level.
- v) For basement: All works up to 1.2m above ground level or up to floor 1 level which is lower.
- vi) For Roads, all items of excavation and filling including treatment of sub base.
- vii) For water supply lines, sewer lines, underground storm water drains and similar works all items of work below ground level except items of pipe work and masonry work.
- viii) For open storm water drains, all items of work except lining of drains.

12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filling 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. Nothing extra shall be admissible for such operations.

Clause 13:

If at any time after the commencement of the work the Authority shall for any reason whatsoever not require the whole work or part of work thereof, as specified in the tender, to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment to compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alteration having been made in the Original Specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated. Provided that the Contractor shall be paid the charges on the cartage only of materials actually and bonafiedly brought to the site of the work and had rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the Contractor. Provided, however, that the Engineer-in-Charge shall have in all such cases, the option of taking over all or any such material at their purchase price or at local current rates, whichever may be less. In the case of such stores having been issued from DDA Stores and returned by the Contractor to DDA Stores, credit shall be given to him by the Engineer-in-Charge at the rates not exceeding those at which they where originally issued to him after taking into consideration and deduction for claim on account of any deterioration or damage while in the custody of the Contractor and in this respect the decision of the Engineer-in-Charge shall be final.

Clause 14:

If it shall appear to the Engineer-in-Charge or his authorized subordinate-in-charge of the work, Chief-Engineer, Superintending Engineer, Chief Technical Examiner/Technical Examiner of Central Vigilance commission & Chief Engineer Quality / Assurance Cell DDA or by an Officer of the vigilance of the Authority, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution for the work are unsound or of quality inferior to that contracted for, otherwise or not in accordance with the contract, the contractor shall on demand in writing, which shall be made within six months of the completion of the work, from the Engineer-in-Charge specifying the work, materials or articles

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complained of, notwithstanding that the same may have been passed, certified and paid for, will 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 material or article so specified and provide other proper suitable material or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent on the estimated amount put to tender for every day not exceeding ten days while his failure to do shall continue and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials, or articles complained, as the case may be at the risk and expense in all respects of the Contractor.

Clause 15:

All work under or in course of execution or pursuance of the Contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his authorized subordinates and the Central Vigilance Commission or by the Chief Engineer QAC/ DDA or his authorized subordinate officer, and the Contractor shall at all times during the usual working hours and at all other times for which reasonable notice of the intention of the Engineer-in-Charge or authorized representative to visit the works has been given, the Contractor either himself be present to receive the orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The work during its progress can also be inspected by the Chief Technical Examiner / Technical Examiner of the Central Vigilance Commission or by Chief Engineer (QAC) DDA or by an officer of the Vigilance Cell of the Authority on behalf of the Engineer-in-Charge (or any Technical Officer such as CE(QAC), SE(QAC), EE(QAC) or any officer of higher level.

Clause 16:

Contractor shall give not less than seven days' notice, in writing to Engineer-in-Charge or his authorized subordinate in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension there of be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up any work without the consent in writing of the Engineer-in-Charge or his authorized subordinate in charge of the work. The Engineer-in-Charge or his authorized subordinate- in-charge of work shall within the aforesaid period of seven days inspect the work, and if any work shall be covered or placed beyond the reach of measurement without such notice having been given to the Engineer-in-Charge, consent being obtained the same shall be uncovered at the Contractor's 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.

Clause 17: Contractor liable for Damages done and for imperfections noticed during maintenance period.

If the Contractor or his working people or employees shall break, deface injure or destroy any part of building in which they may be working or any building, road, kerb, fence, enclosure, water pipe, cables, drains, Electric or Telephone post or wires or trees, grass or grassland, or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any causes whatever or if any defect, shrinkage or other faults appear in the work within 36 months (6 months in case of any work other than road work costing Rs.10,00,000/- and below) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defective or improper materials or workmanship the Contractor shall upon receipt of a notice in the 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 after may become due to the Contractor, or from his Security Deposit for the portion pertaining to asphaltic work which is governed by sub-para(iii) of clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The Security Deposit of the Contractor (except the portion pertaining to asphaltic work is governed by sub-para (iii) of clause 35) shall not be refunded before the expiry of twelve months (Six months in case of any work other then road work costing Rs.10 Lacs and below) after the issue of the certificate final or completion of work or till the final bill has been prepared and passed whichever is later.

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Clause 17 A: Refund of Security deposit in road works

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 the liabilities of 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 after the Final bill has been prepared and passed whichever is later.

Clause 17B:DELETED

Clause 18:Contractor to supply Tools & Plants etc.

The Contractor shall provide at his own cost all materials (except such materials, if any as may in accordance with the Contract be supplied from the Engineer-in-Charge stores) Plant, tools, appliances, implements, 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 specification 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 is entitled to require together with carriage thereof 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 work 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 expenses of the Contractor and expanses may be deducted from any money due to the Contractor or otherwise and/or from his Security Deposit or the proceeds of sale thereof of a sufficient portion thereof.

Clause 18 A:Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions of section 12 sub-section (i) of the workman'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 DDA under section 12 sub-section (ii) 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 section 12 sub-section (i) of the said Act, except on the written request of the Contractor and upon his giving to DDA full security for all cost 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 which by virtue of the provisions of the Contract labour (Regulation & Abolition) Act, 1970 and of the Contract Labour (Regulation & Abolition) Central Rules 1971, DDA is obliged to pay any amounts of wages to a workman employed by the Contractor in the 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 19-H or under the DDA Contractor's Labour Regulations, or under the rules framed by the government from time to time for 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 section 20. Sub-section (2) and Section (21), Sub-section (4) of the Contract Labour (Regulation & 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

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otherwise, DDA shall not be bound to contest any claim made against it under section 20, sub-section (i) and Section 21, Sub Section (4) of the said act,

Clause 19: Labour Laws to be complied with by the Contractor

The Contractor shall obtain license under the Contract Labour (R&A), Act 1970, and the Contract Labour (Regulation & Abolition) Central Rules 1971, before the commencement of the work and continue to have a valid license until the completion of the work. The contractor shall also abide by the provision of Child Labour Prohibition and Regulation Act, 1986.

The contractor shall comply with all the provisions of the Delhi Building and other construction workers (Regulations of Employment and conditions of Service) Rule – 2002 framed under section 62 of the Building and other construction workers (Regulation of employment and Condition of service) Act, 1996 of Govt. of India as notified by the govt. of NCT of Delhi vide notification No. DLC/CLA/BCW/01/19 dated 10.1.2002 which, inter alia, provides that a cess @ 1% of the cost of construction/ project or as revised by the competent authority from time to time shall be leviable and shall be deducted at source from the bills paid to the Contractor. All other terms/ conditions as per the Act, mentioned hereinabove as well as rules made thereunder and modification issued from time to time would also apply.

Any failure to fulfill this requirement shall attract the penalty provisions of this Contract arising out of the resultant non-execution of the work.

Clause 19 A: No Labourer below the age of Eighteen Years shall be employed on the work.

Clause 19 B: Payment of wages to labour

- (a) The Contractor shall pay not less than fair wages to labourers engaged by him on the work.

Explanation: "Fair Wages" means wages, whether for time or piece work, notified at the time of inviting tenders for the work, where such wages have not been so notified the wages prescribed by the D.D.A. for the district in which the work is done it will be notified/prescribed by D.D.A. in consultation with the officers of the Industrial Relation Machinery located in the respective areas and will not be less than the minimum rates of the wages fixed by the Govt. of N.C.T. Delhi for that class of employee engaged on the same type of the work in the same area.

- (b) The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid fair Wages to labourers indirectly engaged on the work, including any labour engaged by his sub-Contractors in connection with said work, as if the labourer had been immediately employed by him.
- (c) 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 D.D.A. Contractor's labour regulations made by the Govt. of N.C.T. Delhi from time to time payment of wages, period of deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slip, publication of scale of wages and other items 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 Contract labour (Regulation & Abolition) central rules, 1971, whichever is applicable.
- (d) The Engineer-in-Charge concerned shall have right to deduct from the money 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

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the workers, non-payment of wages or of deductions made from his / their wages which are not justified by the terms of the Contract or non-observance of the Regulations.

- (e) Under the provision of the Minimum Wages Act 1948 and the Minimum Wages (Central) Rule 1950, the Contractor is bound to allow or cause to be allowed to the labourers directly employed in the works one day rest for six 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 labourers and pay the same to the persons entitled thereto from any money due to the Contractor by the Engineer-in-Charge concerned, in the case of the N.C.T. of Delhi, however as the all inclusive minimum daily wages fixed under Delhi Government Notification No. F12(142)02/MW/LAB/3436 DT. 11.09.07. or as amended or recommended from time to time.
- (f) Vis-à-vis the DDA and the Contractor shall be primarily liable to all payment to be made under and for the observance of the Regulation aforesaid without prejudice to his right to claim indemnity from sub contractors.
- (g) The regulation 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.

Clause 19 C: Penalty for each default to provide facilities

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 provision as per 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 does not provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs, incurred in that on behalf of the Contractor.

Clause 19 D: Statement of Staff employed by Contractor

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

1. The number of labourers employed by him on the work,
2. Their working hours,
3. The wages paid to them,
4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and.
5. The number of female workers who have been allowed Maternity Benefit according to clause – 19F and the amount paid to them failing which the Contractor shall be liable to pay to D.D.A. sum not exceeding Rs. 50/- 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 and the amount levied as fine shall be binding on the Contractor.

Clause 19 E:

In respect of all labourers directly or indirectly employed in the works for the performance of the Contractor's part of this Agreement, the Contractor shall comply with or cause to be complied with all

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rules by Government from time to time, for the protection of health and sanitary arrangement for workers employed by the DDA and its Contractors.

Clause 19 F: Leave and pay during leave shall be regulated as follows:

1. **Leave**
 - (i) **In the case of delivery**, maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and four weeks following that day
 - (ii) **In case of miscarriage** –up to three weeks from the date of miscarriage.
2. **Pay**
 - (i) **In 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 given notice that she expects to be confined or, at the rate of rupee one only per day whichever is greater.
 - (ii) **In 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 3 months immediately preceding the date of such miscarriage).
3. Conditions for the grant of maternity leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than Six months immediately preceding the date on which she proceeds on leave.
4. The Contractor shall maintain a register of maternity (benefit) in the prescribed form as shown below and the same shall be kept at the place of work.

Register of Maternity Benefit (Clause 19F of the conditions of Contract)

Name and address of the Contractor(s)

Name and location of work,

<u>Name of Employee</u>	<u>Father's/ Husband's Name</u>	<u>Nature of Employment</u>	<u>Period of Actual Appointment</u>	<u>Date on which notice of Confinement given</u>
(1)	(2)	(3)	(4)	(5)

Date on which maternity leave commenced and ended

<u>Date of Delivery/ Miscarriage</u>	<u>In case of Delivery Commenced</u>	<u>In case of Delivery Ended</u>	<u>In case of miscarriage Commenced</u>	<u>In case of miscarriage Ended</u>
(6)	(7)	(8)	(9)	(10)

Leave pay paid to the Employee

In case of Delivery

In case of Miscarriage

<u>Rate of leave pay</u>	<u>Amount paid</u>	<u>Rate of leave pay</u>	<u>Amount paid</u>	<u>Remarks</u>
(11)	(12)	(13)	(14)	(15)

Specimen form of the Register regarding maternity benefit admissible to Contractor's labour in DDA work.

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

Clause 19G: MODEL RULES

In the event of the Contractor(s) committing a default or breach of any of the Provisions of the DDA Contractor's labour Regulation and Model Rules for Protection of Health and sanitary arrangements for 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 Delhi Development Authority a sum not exceeding Rs.50/-per day for each day, default, breach or furnishing, making, submitting, filing such material incorrect statements and in the event of the Contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.50/- per day for each day of default subject to a maximum of **five 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.

Should it appear to the Engineer-in-Charge that the Contractor is not properly observing and complying with the provisions of DDA Contractor's Labour Regulations and model rules and the provisions of the Contract (Labour Regulation & Abolition) Act 1970, and the Contract labour (Regulation & abolition) Central Rules 1971, for the protection of health and sanitary arrangements for work people employed by the Contractor, hereinafter referred a "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) fail within the period specified in the notice to comply with and/observe the said rules and to provides the amenities to work people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the Contractors(s). The Contractor (s) shall construct, make and maintain at his/their own expenses and according to approved standards all necessary huts and sanitary arrangement required at for his/their

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work people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed according to approved standards, the Engineer-in-Charge shall have powers to give notice in writing to the Contractor's requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the Contractor fails to remodel or reconstruct such huts and sanitary arrangement according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel such huts and sanitary arrangements, according to approved standards at the cost of the Contractor(s).

Construction of labour huts near work sites shall be avoided as far as possible. Whenever labour huts are constructed the Engineer-in-Charge will prepare a plan of the area to be occupied by the labour of the construction agency reflecting thereupon the huts to be constructed. The Engineer-in-Charge shall obtain an undertaking from the Contractor that the site of the labour huts shall be cleared of the labour huts after the work has completed in the following Performa.

I/We hereby undertake that.

1. Full site free from any encroachment has been handed over to me/ us on.....
2. The labour huts..... in nos. constructed by me/us at site as shown on the site plan and duly signed by me/us, belong to me/us. These shall be removed from the site before the completion of the work. In case of failure to do so the Department can get the same removed at my risk and cost. The Contract bill shall not be finalized till the Engineer-in-Charge gives a certificate that the area occupied by the labour of the Contractor has been cleared/vacated by the contractor.

Clause 19H: The Contractor (s) shall at his/their own cost provide his/their labour with a sufficient number of huts (herein after referred to as the camp) of the following specifications on a suitable plot of land to be **approved by the Engineer-in-Charge**.

1.
 - (a) The minimum height of each hut shall be 2.10 m and the floor area to be provided at the rate of 2.7 Sqm for each member of the worker's family staying with labourer.
 - (b) The Contractor(s) shall in addition construct suitable cooking place having minimum area of (1.8m x1.5m) or (6 feet x 5 feet) adjacent to the hut for each family.
 - (c) The Contractor(s) shall also construct temporary Latrines and Urinals for the use of the labour each at the scale of not less than four pan for each one hundred of the total strength. Separate latrines and Urinals shall be provided for women.
 - (d) The Contractor(s) shall also construct sufficient number of bathing & washing places, one unit for every 25 persons residing in the camp. Theses bathing & washing places shall be suitable screened.
 - (e) The contractor shll provide hut with proper ventilation at door, windows and ventilators shall be provided with suitable levels for ecurity purpose.
2.
 - (a) The floor of huts shall be in bricks and shall be at least 6 above the surrounding ground. The roof of the huts shall be of canvas cloth (water proof) as may be approved by the Engineer-in-Charge and the Contractor shall ensure that throughout the period of their occupation the huts remain water tight.
 - (b) There shall be kept an open space of at least 8 yards (7.2m) between the rows of Tentgs which may be reduced to 20 ft. (6m) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed. The contractor shall provide ventilation window for ventilation with lock and key for security arrangement.

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3. **Water Supply:** The Contractor shall provide adequate supply of water for the use of labourers. Provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purpose and three gallons of clean water per head per day for bathing & washing purposes. Where piped water supply is available supply shall be at stand posts and where the supply is from wells or river, tanks, which may be of metal or masonry, shall be provided. The Contractor (s) shall also at his/their cost make arrangement for laying pipe lines for supply to his/their labour camp from the existing mains wherever available and shall pay all fees and charges thereof.
4. The site selected for the camp shall be on high ground, removed from jungle.
5. **Disposal of Excreta:**
The Contractor (s) shall make necessary arrangement for the disposal of excreta from latrines by trenching or incineration which shall be according to the requirements laid down by local Health Authority. If trenching or incineration is not allowed the Contractor(s) shall make arrangement for the removal of the excreta through the Municipal Committee/Authority and inform it, the number of labourers employed so that arrangements may be made by such Committee / Authority for the removal of the excreta. All charge on this account shall, be borne by the Contractor and paid directly by him to the Municipality / Authority. The Contractor shall provide one sweeper for every 8 seats in case of dry system.
6. **Drainage:** The Contractor shall provide efficient arrangement for draining away sullage water so as to keep the camp neat and tidy.
7. The Contractor shall make necessary arrangement for keeping the camp area sufficiently lighted to avoid accident to the workers.
8. **Sanitation:**
The Contractor(s) shall make arrangement for conservancy and sanitation in the labour camps accordingly to the rule of the Local Public Health and Medical Authorities.
9. Wherever electric connection from NDPL/BSES is readily available the Contractor would provide sufficient street-lights for the labour camp as per directions of the Engineer-in-Charge.

Clause 19 I:

The Engineer-In-Charge may require the Contractor **to dismiss or remove from the** site of the work any person or persons in the Contractor (s) employment on the work who may be incompetent or misconduct himself and the Contractor shall forth with comply with such requirements.

Clause 19 J:

It shall be the responsibility of the Contractor(s) to see that the building under construction is not occupied by any body unauthorizedly 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 will 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 delay in completion and for such delay a levy up to 5% of the Estimated Cost put to tender may be imposed by the Superintending Engineer, whose decision shall be final both with regards to the justification and quantum and shall be binding on the Contractor. However, the Superintending Engineer may require the Contractor, through a notice, to remove the illegal occupation any time on or before reconstruction and delivery.

Clause 20:

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The Contractor shall comply with all the provisions of the minimum wages Act 1948, and Contractor Labour (regulation & Abolition Act 1970), amended from time to time & rules framed thereunder & other labour laws affecting the Contract labour that may be brought into force from time to time.

Clause 21: Work not to be sublet

The Contract shall not be assigne or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet the contract or attempt to do so advantage pecuniary or attempt to do so or if any bribe gratuity, gift, loan, perquisite reward or advantage pecuniary or attempt, shall eighter directly or indirectly, be given promised offered by the Contractor or any of his servants or agents or any public officer or persons in the employment of DDA in any way relating to his office or employment or if any such officer or person shall become in any way indirectly or directly interested in the Contract, the Engineer-in-Charge on behalf of the Authority shall have power to adopt any of the courses specified in clause 3, thereof as he may deem best suited to the interest of DDA and in the event of any these courses being adopted the consequence specified in the said clause 3 shall ensue payable.

Clause 22: Reasonable compensation without references to actual loss

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: Change 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 taken, and same consequences shall ensure as provided in the said clause 21.

Clause 24:

All works to be executed under the Contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and time to time carried on.

Clause 25:

The decision of the Superintending Engineer/ Project Manager regarding the quantum of reduction as well as justification thereof in respects of rates for sub standard work below specification which may be decided to be accepted will be final and would not be open to arbitration.

Clause 26: Contractor to Indemnify DDA against patent rights

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 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.

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Clause 27: Deleted**Clause 28:**

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 B.I.S. / Distinct Specifications. In case there is no B.I.S./Distinct Specifications, then in such case the work shall be carried out as per manufacturers Specification. In case, there are no such Specifications, as required above, the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-Charge.

Clause 29 (i) Withholding and lien in respect of sums from Contractor

Wherever any claims for payment of any sum / money arise out of or under Contract or against the Contractor, the Engineer-in-Charge or D.D.A. shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if any deposited by the Contractor and for the purpose aforesaid, the Engineer-in-Charge or the D.D.A. 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 D.D.A. shall be entitled to withhold and have lien to retain to the extent the such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract with the Engineer-in-Charge or the D.D.A. or any Contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the Contract that the sum or sums of money so withheld or retained under the lien referred to above by the Engineer-in-Charge or D.D.A. till the claim arising out of or under the Contract is determined by the competent court, may be an that the contractor will have no claim for the interest or damage whatsoever or 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 D.D.A. 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 in his individual capacity or otherwise.

Clause 29 (ii) :

DDA shall have right to cause an audit and technical examination of the works and the final bills of the Contractor, including all supporting voucher, 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 over paid 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 overpayment 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. Provided that DDA shall not be entitled to recover any/some overpaid, nor the Contractor shall be entitled to payment of any sum paid short where payment has been agreed upon between the Chief-Engineer or Executive Engineer on the one hand and the Contractor on the other hand under any term of the Contract permitting payment for work after assessment by the Chief-Engineer or the Executive Engineer

Clause 30: Lien in respect of any DDA Works/ Contract

Any sum of money due and payable to the Contractor (including the Security Deposit refundable 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 persons or persons through Engineer-in-Charge against any claim. The Engineer-

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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 Contract made Contractor with the Engineer-in-Charge or the DDA with such other person or persons.

It is an agreed term of the Contract that sum of money so withheld or retained under this clause by Engineer-in-Charge or the DDA will be kept withheld or retained as such by Engineer-In Charge or DDA or till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the competent Court, and that the contractor shall have no claim for interest or damage whatsoever on his account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

Clause 31:

The Contractor(s) shall make his/their own arrangement for unfiltered water required for the work and nothing extra will be paid for the same. This will subject to the following conditions:

- (a) That the water used by the Contractor shall be fit for construction purpose to the satisfaction of the Engineer-In Charge. The cost of testing shall be paid by the contractor.

Clause 32: (i)

The Contractor shall be allowed to construct temporary wells in DDA land for taking water for construction purposes only after he got permission from the concerned department at his own cost. No charge shall be recovered from the Contractor on this account, but the Contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent building, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

Clause 32: (ii) Contractor to repair the wells/hand pump at Sites

Where there is no piped water supply arrangement and the water is to be taken by the Contractor from the wells or hand pumps constructed by the DDA no charge shall be recovered from the Contractor on that account. The Contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He shall also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from Contractor on this account. The Engineer-in-Charge shall be the final Authority to determine the cost recoverable from Contractor on this account and his decision shall to be binding on the Contractor.

Clause 33: Return of surplus materials

Notwithstanding any thing contained to the contrary in any or all of the clauses of this Contract, where any materials for the execution of the Contract are procured with the assistance of DDA either by issue from DDA stock or purchase made under order of permits or licenses issued by DDA, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the permission of the D.D.A. and return, if required by the Engineer-in-Charge all surplus materials or unserviceable materials that be left with him after the completion of the Contract or at its termination for any reason whatsoever on being paid or credited such price at the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the Contractor however shall not exceed the amount charged to him excluding the element of storage charges. **The decision of the Engineer-in-Charge shall be final and conclusive.** In the event of breach of the aforesaid condition the Contractor shall in addition throwing himself open to action for contravention of the term of the Licenses or permit and or for criminal breach of trust be liable to D.D.A. for all moneys, advantages or profit resulting or which in the usual course would have resulted to him by reason of such breach.

Clause 34: DELETED

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Clause 35: Condition relating to use of Asphaltic Materials.

- (i) The Contractor undertakes to make arrangements for the supervision of the works by the firms supplying the tar or bitumen used.
- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of material in actual execution for reason other than Authorized changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and material returned to the Contractors. Although the material are hypothecated to D.D.A. the Contractors undertake the responsibility for their proper watch, safe custody and protection against all risk. The material shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.
- (ii) The Contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work. The Security Deposited relating to a asphaltic work shall refunded after expiry of this period.

Clause 36: Contractor 'Superintendence, Supervision Technical Staff & Employees.

- (i) The Contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the Contract.

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, qualification, experience, age, address, and other particulars along with certificates of the Principal Technical representative to be in charge of the work. Such qualification and experience shall not be lower than specified in clause 36(iv). The Engineer-in-Charge shall within 15 days of receipts of such communication intimate in writing his approval or otherwise of such representative 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 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 Principal Technical Representative shall be appointed by the Contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site within fifteen days of start of work.

If the Contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said Contractor to appoint such a principal technical representative but the Contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the Contractor is not in a position to be so present. All the provisions applicable to the principle technical representative under the clause will also be applicable in such a case to Contractor or his responsible agent. The principal technical representative and/or the Contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative (s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-Charge and/or at the site of work as required, to take instruction. Instruction given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the Contractor. The principal technical representative and/or the Contractor or his responsible authorized agent shall be actually available at site at least on two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as fully during important stage of execution of works, during recording of measurement of work and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instruction conveyed by

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the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurement. There shall be no objection if the representative/ agent looks after more than one work and not more than three work in same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily. If the Engineer-in-Charge, whose decision in this respect is final and binding on the Contractor, is convinced that no Technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the Contractor as specified in clause 36 (iv) and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement book shall be final and binding on the Contractor. Further if the Contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present 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 a suitable agent 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/responsible agent along with every running account bill/ Final bill and shall produce evidence, if at any time, so required by the Engineer-in-Charge.

- (ii) The Contractor shall provide and employ on the site only such Technical Assistants as are skilled and experienced in their respective fields and such foremen and supervisors as are competent to give proper supervision to the work. The Contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.
- (iii) 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 work site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon possible by competent substitutes.

Clause 36(iv) : Minimum qualification and experience required for principal technical representative

(a) For works with Estimated Cost put to tender more than

- | | | |
|------|----------------------------------|--|
| (i) | Rs.10 Lacs for Civil Work | Graduate or retired AE |
| (ii) | Rs.5 Lacs for Elect /Mech. Works | possessing at least recognised Diploma |

(b) For works with Estimated Cost put to tender.

- | | | |
|------|--|---------------------------|
| (i) | More than Rs.5 Lacs but less than Rs.10 Lacs for Civil Works | |
| (ii) | More Than Rs.1 Lac but less then Rs.5 Lacs for Elect./ Mech. Works | Recognised Diploma Holder |

- | | | |
|-----|---|-------------------|
| (c) | Discipline for which the Principal Technical Representative should belong | Civil/Elect/Mech. |
|-----|---|-------------------|

- | | | |
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| (d) | Minimum experience of works | 10 years |
|-----|-----------------------------|----------|

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| (e) | Recovery to be effected form the Contractor in the event of not fulfilling the provisions of clause 36.(i) | i) Rs.25,000/-pm for Graduate
ii) Rs15,000-pm for Diploma Holder |
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Clause 37 : DELETED.

Clause 38:

In pursuant to or under any law, notification or order any Royalty, Cess or the like become payable by the DDA and does not at any time becomes payable by the Contractor to the state Government/Local Authority in respect of any materials 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 circumstances as aforesaid from dues of the Contractor.

Sales tax or any other tax on material, Tax/Duty in respect of this Contract shall be payable by the Contractor and DDA shall not entertain any claim whatsoever in this respect.

Clause 39:

Without prejudice to any of the rights or remedies under this contract if the contractor dies, Divisional Officer on behalf of the DDA shall have the option of terminating the Contract without compensation to the 'heirs' of the Contractor.

Clause 40: If any relative working in DDA such Contractors not allowed to tenders.

The Contractor shall not be permitted to tender for works in D.D.A. Zone (responsible for award and execution of Contracts) in which any of his near relatives is posted as divisional accountant or as officer in any capacity between grades of CE and J.E. (both inclusive) in D.D.A. He shall intimate the names of his near relatives, if any who are working as group A, B or C officer or JE in D.D.A. He shall also intimate the names of these persons who are working with him in any capacity or are subsequently employed by him and near relatives of any groups A, B or C officers in D.D.A. Any breach of this condition by the Contractor would render him liable to action under **Clause-3** of the Agreement. In addition, he would also liable to be debarred from tendering in future in DDA.

Note: By the terms near relatives is meant wife, husband, parents and grand parents, children, brothers, sisters, uncles, aunts, cousin and their corresponding in-laws.

Clause 41:

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the DDA is allowed to work as a contractor or employee of a contractor for a period of two year after his retirement from Authority's service without prior permission of DDA in writing. This contract is liable to be cancelled if either the Contractor or his employee is found at any time to be such a person who had not obtained the permission of the DDA as aforesaid, before submission of tender or engagement in the Contractor's service as the case may be.

Clause 42:

- (i) The Contractor shall see that only required quantities of material are got issued. Any such materials remaining unused and in perfectly good condition at the time of completion or termination of the Contract shall be returned to the Engineer-in-Charge at a place where directed, directly by him by notice in writing under his hand if he shall so require, credit for such materials will be given at the prevailing market rate not exceeding the amount charged from him excluding the element of storage charge @ 2.0 % levied at the time of issue of materials to him. The Contractor shall also not be entitled to cartage and incidental charges for returning the surplus material from and to the above said stores where these were issued.

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- (ii) After completion of the work the theoretical quantity of cement to be used in work shall be calculated on the basis of statement showing quantity of cement to be used in different items of work provided in Delhi Schedule of Rate 2007 with Correction Slips issued up to the date of receipt of tender. In case any item is executed for which the standard constants for the consumption of cement are not available in the above mentioned statement or cannot be derived, the same shall be calculated on the basis of standard formula to be laid down by the Superintending Engineer of the circle concerned. Over this theoretical quantity of cement shall be allowed a variation up to 3% plus/minus for work up to the Estimated Cost of which put to tender is up to Rs.5 Lacs and 2%+/- for works the Estimated Cost of which put to tender is more than Rs.5 Lacs. The difference of the quantity of the cement actually issued to the Contractor and theoretical quantity including authorized variation, if not returned by the Contractor, shall be recovered at twice the issue rate without prejudice to the provision of the relevant conditions regarding return of materials governing the Contracts. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained allowing variation on the minus side (as stipulated above), the cost of quantity of cement not so used shall be recovered from the Contractor on the basis of Stipulated Issue rates and cartage to site.
- (iii) The provisions of foregoing sub-clause shall apply mutatis-mutandis in the case of steel section, reinforcement or structural steel (each diameters/section or category shall be considered separately) except that theoretical quantity of the steel shall be taken as the quantity required as per design or as authorized by the Engineer-in-Charge including authorized lappages plus 3% wastage due to cutting into pieces. Over this theoretical quantity 2% plus/minus shall be allowed as variation due to wastage being more or less.
- (iv) After the completion of the work the actual quantity of cables (other than underground cables) wire conduit/ GI, CI, SCI pipes, GI/MS sheets used in the various items of work shall be calculated on the basis of measurements recorded in the Measurement Books for purpose of payment and for assessing the consumption of materials used on works. Over this quantity a variation of 5% plus shall be allowed for wastage of materials during execution in case of cable, wire, conduit pipes/GI/CI/SCI pipes and 10% plus in case of GI/MS sheets. The difference in quantity recorded in the measurement book including authorized variation as states above, if not returned by the Contractors, shall be recovered at twice the issue rates plus cartage to site, with out prejudice to the provisions of the relevant condition regarding return of materials governing the Contract.
- (v) After completion of the work the theoretical quantity of bitumen to be used on works shall be calculated on the basis of CPWD statement showing quantity of bitumen to be used in different items of work provided in the Delhi Schedule of Rate 2007 with up to date Correction Slips. The theoretical quantity of bitumen to be used in the work shall be calculated on the basis of standard formula as laid down by Superintending Engineer of the concerned circle for items other then DSR items. Over the said theoretical quantity of Bitumen a variation up to plus (excess) 2.5% shall be allowed.
- The difference in the quantity which provided for supply of bitumen actually issued to the contractor and the theoretical quantity, shall be recovered at twice the issue rate of bitumen, without prejudice to the provision of relevant conditions in the Agreement regarding return of materials governing the Contract. In the event of it being discovered that the quantity calculated in the manner aforesaid (no variation) is on the lower side, the cost of quantity of bitumen not so used shall be recovered by the Contractor on the basis of stipulated issued rate + cartage thereof up to site.
- (vi) The provision made above are without prejudice to the rights of the DDA to take action against the Contractor under the condition of the Contract for not doing the work according to the prescribed specification.

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- (vii) The material shall be issued to the contractor at the place of delivery as mentioned in the schedule. If these are delivered at any other site, the difference due to cartage will adjusted accordingly. The contractor shall have to cart the materials at his own cost to the site of the work as soon as these are issued. The material shall be issued between the working hours and as per rules of the DDA's godown as framed from time to time.
- (viii) The Contractor shall bear all incidental charges, storage and safe custody of materials.
- (ix) M.S.Round Bar T.M.T. Round bars and Tor Steel shall be issued in lengths as available in the Stores. No claim on this account shall be entertained.
- (x) The Contractor shall construct suitable godowns at the site of work for storing the materials safe against damages from sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for this purpose.
- (xi) Cement bags shall be stored in separate godowns for PPC and OPC as per typical godown sketch attached at page 99, with pucca floor and weatherproof roof and walls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with DDA Junior Engineer-in-Charge of work, and that of the other lock with the authorized agent of the Contractor at the site of work, and that the cement is removed 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 and 10 bags height with a minimum 60 cm clear space around. The bags should be placed horizontally continuous in each line as shown in the accompanying sketch. The day to day receipts and issue accounts of cement shall be maintained by the Junior Engineer-in-Charge and signed daily by the Contractor or his authorized agent (stipulated material shall not be issued on 2nd Saturday, Sunday and Gazetted Holidays).

Clause 43: DELETED

Clause 44: Compensation during war like situation

The work (whether fully constructed or not) and all materials, tools and Plants, scaffolding, temporary building and other things connected therewith shall be at the risk of the Contractor until the work has been delivered to the Engineer-in-Charge of work, and a certificate from him to that effect obtained. In the event of the work, any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or war like operation, the Contractor shall, when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack and remove in store all serviceable materials salvaged from the damaged work and shall be paid at the Contract rates in accordance with provision of this Agreement for the work of clearing the site of debris, stacking or removal of serviceable materials and for the reconstruction of all works ordered by the Engineer-in-Charge, such payment being in addition to compensation up to the value of work originally executed before being damaged or destroyed and paid for.

In case of work damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer 5 upto Rs.5,000/- and by the Chief Engineer for a higher amount. The Contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate, based on the analysis of rates tendered for, in accordance with the provisions of this Agreement. The certificate of the Engineer-in-Charge regarding the quantity of material and the purpose for which they were collected shall be final and binding on all parties to this Contract. Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations.

- (a) Unless the Contractor had taken all such precaution against air-raid deemed necessary by the A.R.P. Officer of the Engineer-in-Charge.

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- (b) for materials etc. not on site of the work or for any tools and Plants, Machinery, scaffolding, temporary buildings 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.

Clause 45: DELETED.

Clause 46:

Security Deposit for the work shall not be refunded till clearance from the labour officer is obtained by the Contractor.

Clause 47: DELETED

Clause 48:

The Contractor shall comply with the provisions of the Apprentice Act, 1961 and the rules and order issued there under from time to time. If he fails to do so, his failure will be a breach of the Contract and the Engineer-in-charge may in his discretion cancel the Contract. The Contractor shall be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 49: Anti Malaria Measures

The Contractor shall at his expenses make necessary arrangement for undertaking anti-malaria measures including drainage at places as abandoned haudies, water tanks, and excavated sites etc where water is likely to stagnate and cause mosquito breeding. The Contractor shall comply with every reasonable directions of the Engineer-in Charge.

Clause 50 : SETTLEMENT OF DISPUTES & ARBITRATION

Except where otherwise provided in the contract all question and disputes relating to the meaning of the specification, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the works or the execution or failure to executes the same whether arising during the progress of work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- i) If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge or any matter in connection with or arising out the Contract or Carrying out of the work, to be unacceptable he shall promptly within 15 days request the Project Manager (MPR) in writing for written instruction or decision. Thereupon, the Project Manager (MPR) shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Project Manager (MPR) fails to give his instructions or decisions in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Project Manager (MPR), the Contractor may, within 15 days of the receipt of Project Manager's (MPR) decision appeal to the Engineer Member, DDA who shall afford an opportunity to the Contractor to be heard, if the matter so desires and to offer evidence in support of his appeal. The Engineer Member, DDA shall give his decision within 30 days of receipt of Contractor's appeal. If the contractor is dissatisfied with this decision the contractor shall within a period of 30 days from receipt of the decision, give notice to the Engineer Member, DDA for appointment of arbitrator failing which the said decision be final, binding and conclusive and not referable to adjudication by the arbitrator.

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- ii) Except where the decision has become final, binding and conclusive in terms of Sub para (i) above, disputes or difference shall be referred for adjudication through arbitration by a Sole Arbitrator, who shall be a technical person having knowledge and experience of a trade, appointed by the Engineer Member, DDA. It will be no objection to any such appointment that the arbitrator so appointed is a DDA employee that he had to deal with the matter to which the contract relates and that in the course of his duties as DDA employee, he has expressed his views in all or any of the matters in dispute of difference. If the arbitrator so appointed is unable or unwilling to act or resigns his appointments or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Except where the decision has become final, binding and conclusive in terms of Sub-para (i) above, disputes or difference shall be referred for adjudication through arbitration appointed as under:-

NOMINATION OF ARBITRATORS/ SOLE ARBITRATOR

Matters to be arbitrated upon shall be referred to a sole Arbitrator where the total value of claims does not exceed Rs.10.00 millions. Beyond the claim limit of Rs.10.00 millions, there shall be three arbitrators. For this purpose the DDA will make out a panel of Engineers with the requisite qualifications and professional experience relevant to the field to which the contract relates. This panel will be from serving or retired Engineers of Central/ State Government, DDA's or of Public Sector. In case of a single arbitrator, the Panel will be of three Engineers, out of which the Contractor will choose one. In case three arbitrators are to be appointed, the DDA will make out a panel of five. The Contractor and the DDA will choose one arbitrator each and the two so chosen will choose the third arbitrator. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Chief Engineer for the purpose of obtaining his decision. The arbitration proceedings shall be held in Delhi only. The language of proceedings, that of documents and communication shall be English.

It is a term of this contract that the Party invoking arbitration shall give a list of dispute with amounts claimed in respect of each such dispute alongwith the notice for appointment of the arbitrator and giving the reference to the rejection by the Engineer Member, DDA of the appeal.

It is also a term of this contract that no person other than a person appointed by the Engineer Member, DDA as aforesaid, should act as arbitrator and, if for any reason that is not possible, the matter shall not be referred to the arbitration at all. It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for the payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Delhi

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Development Authority shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also term of this Contract that the arbitrator shall adjudicate on only such disputed as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/- the arbitrator shall give reasons for the award.

It is also a term of the Contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date of issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be Delhi. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

The decision of the Project Manager (MPR) regarding the quantum of reduction as well as justification thereof in respect of rates for sub standard work which may be decided to be accepted will be final and would not be open to arbitration.

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SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot be safely done from the ground or from solid construction except such short period works as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable foot-holds and hand-holds shall be provided on the ladder and ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding or staging more than 12feet above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside ends thereof with only such opening as may be necessary for the delivery of the 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 12 feet above ground level or floor level, they should be closely boarded and should have adequate width and should be suitable fastened as described in (2) above
4. Every opening in floor of a building or all working platforms shall be provided with suitable means to prevent the fall of persons or materials. The opening can be protected by providing suitable fencing or railing whose minimum height shall be 90cm.
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 9 m in length, while the width between side rails in hung ladder shall in no case less than 29 cm, for ladder up to and including 3 m in length. For longer ladder this width should be increased at least 6mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30cm. Adequate precautions shall be taken to prevent danger from Electrical equipment. The materials on any of the site of work shall not be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses to defend every suit, action or other proceeding 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 proceeding to any such person or which may, with the consent of the Contractor, be paid to compensate and claim by any such person.
6. **Excavation and Trenching:-**

All trenches four feet or more in depth shall at all times be provided with at least one ladder for each 30 m in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm above the surface of the ground. The sides of the trenches which are 1.5 m 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 to collapse. Excavated materials shall not be placed within 1.5 m 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 its progress following safety measures shall be taken.

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- (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (b) 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.
 - (c) 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 parts of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipments, as considered adequate by the Engineer-in-Charge, should be kept available for the use of the persons 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 equipments shall invariably be provided.

- (a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (b) Those engaged in whitewashing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- (c) Those engaged in welding works shall be provided with welder's protective eyes shields.
- (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in Sewers, Storm water piped drains and manholes, which are in active use, the Contractor shall ensure that the following safety measures are adhered to:-
 - (i) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officers.
 - (ii) At least 5 to 6 manholes at upstream and downstream should be kept open for at least 3 to 4 hours before any man is allowed to enter into the manhole for working inside.
 - (iii) 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.
 - (iv) 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.
 - (v) Safety belts with rope should be provided to the workers. While working inside the manhole, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (vi) The area should be barricaded and cordoned or by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - (vii) 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.
 - (viii) No smoking or open flames shall be allowed near the blocked manholes being cleaned.
 - (ix) Workers should not be allowed to work inside the manhole continuously. They 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.
 - (x) Gas mask with oxygen cylinder should be kept at site for use in Emergency.
 - (xi) Gas masks with oxygen cylinder should be kept or fresh air through manholes whenever called for. Portable air blowers are recommended for ventilating the manholes. The Motors for these shall be water proof and of totally enclosed type. Non sparking gas

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engines also could be used but they should be placed at least 2 m 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.

- (xii) The workers engaged for the cleaning the manholes and sewers should be properly trained before allowing to work in the manhole.
 - (xiii) The workers shall be provided with gumboots or non-sparking shoes, bump helmets and gloves, non-sparking tools, safety lights and gasmasks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - (xiv) Workman descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole wall.
 - (xv) If a man has received a physical injury he should be brought out the sewer immediately and adequate medical aid should be provided to him.
 - (xvi) The extent 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, in an individual case, will be final.
9. The Contractor shall not employ men and women below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.
- (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - (ii) Suitable face masks should be supplied for use by the workmen when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - (iii) Overalls, equipments (all safety equipments) shall be supplied by the Contractors to the Workmen when paint is applied in the form of spray on a surface having lead paint dry rubbed and scrapped.
 - (iv) Overall shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the execution of works.
 - (v) White lead, sulphate of lead, or product containing these pigments shall not be used in painting operation except in the form of pastes or paint ready for use.
 - (vi) Precautionary measures shall be taken whenever required to prevent damage arising from the application of a paint in the form of pastes or paint ready for use, in the form of spray
 - (vii) Precautionary measures shall be taken whenever required in order to prevent danger arising out from dust caused by dry rubbing down and scrapping.
 - (viii) Overalls shall be worn by working painters during the whole working period.
 - (ix) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - (x) Cases of lead poisoning and suspected lead poisoning shall be notified and subsequently verified by medical man appointed by the competent Authority of DDA
 - (xi) The DDA may require necessary medical examination of the workers.
 - (xii) Instruction 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 to be 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 sustained during the course of work.
- (11) Use of hoisting machines and tools including their attachments, anchorage and supports shall conform to the following standards or conditions.

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- (i) (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall 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 gives signal 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 having all gears referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machines 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 Contractor 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 safeguard. Hoisting appliance should be provided with such means as will reduce to the minimum risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installation which are already energized, insulating mask, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any ring, 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 conditions 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 the 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 Authority or their representative.
 - (16) Notwithstanding the above Clause (1) to (15) there are nothing in these to exempt the Contractor from the operating of any other Act or rule in force in the Republic of India.

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**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 building and construction works in-charge of Delhi Development Authority in which twenty or more workers are ordinarily employed in any day during which the Contract work is in progress.

2. Definitions

“Work place” means a place where at an average fifty or more workers are ordinarily employed in connection with construction work.

“Large work place” means a place where at an average 500 or more workers are ordinarily employed in connection with construction work.

3. First Aid Facilities

- (a) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first aid appliances including an adequate supply of sterilized dressing cotton wool. The appliances shall be kept in good order and in large work place, they shall be placed under the charge of a responsible person who shall be readily available during working hours.
- (b) At large work place where hospital facilities are not available within easy distance from the work, First Aid posts shall be established and run by a trained Compounder.
- (c) Where large work places are at remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.
- (d) Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to the hospitals at other work places. Some conveyance facilities, such as a car, shall be kept readily available to take injured person or persons suddenly serious to the nearest hospital.

4. Drinking Water

- (a) In every work place, there shall be provided and maintained at suitable place, which is easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where drinking water shall be stored.
- (c) Every water supply or storage shall be at distance of not less than 15 m 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.
- (d) 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.
- (e) The contractor shall supply only potable water in the labour camp sample of water shall be drawn from the source of water supply in the labour camps every months and got tested from the MCD lab by the contractor. Wherever drinking water is supplied to the labour camps through water tankers. Samples shall be drawn from the tankers and got tested. In water storage tanks chlorine tablets shall be added from time to time as per requirement so that potability of water remain intact. No extra payment shall be made on this account to the contractor. The testing charges shall be borne by the contractor.

5. Washing and Bathing place:

- (i) Adequate washing and bathing places shall be provided separately for men and women.
- (ii) Such facilities shall be conveniently accessible and places shall be kept clean, hygienic and in dried condition

6. Scale of accommodation in Latrines and urinals

- (i) Latrines and urinals shall be provided within the premises of every work, on the following scale:

	No. of seats
(a) Where the number of persons does not exceed 50.	2
(b) Where the number of persons exceeds 50, but does not exceed 100.	3

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- (c) For every additional 100 persons 3 per 100
In particular cases the Executive Engineer shall have the powers to vary scale where necessary.

7. Latrines and urinal for women:

If women are employed, separate latrine and urinals, screened those for men and marked in the vernacular in conspicuous letter "For women only" shall be provided on the scale laid in rule 6.

8. Latrines and urinals

Except in work places provided with water flushed latrines, connected with a water borne sewage system, all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year.

9. Construction of latrines

The inside well shall be constructed of masonry of some suitable heat-resisting, non-absorbent materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be maintained for this purpose and kept available for inspection. Latrine will not be of standard lower than borehole system and should have thatched roof.

10. 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 approved by the Assistance Director of Public Health or the Municipal Medical Officer of Health as the case may be in whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 6" layer of waste or refuse and then covering with a layer of earth for a fortnight (when it will turn into manure).

11. Provision of shelter during rest:

At every work place there shall be provided free of cost two suitable sheds, one for meals and the other for rest separately for the use of men and women. The height of each of the shelter shall not be less than 3 m from the floor level to the lowest part of the roof. The sheds should be of thatched roof and mud flooring will be provided with dwarf wall around not less than 76cm. Sheds should be kept clean and the space provided shall be on the basis at least 0.46 Sqm per head.

12. Crèches:

- (a) At every work place, where 20 or more women workers are ordinarily employed, there shall be provide two huts for the use of children under the age of six years belonging to such women. One hut should be used for infant's games and play and other as their bed room. The hut shall not be constructed on a lower standard than the following:

- (i) Thatched roof
- (ii) Mud floor.
- (iii) Planks spread over the mud floor and covered with matting.

The huts shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweeper to keep the places clean. There shall be two dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mother of the children.

- (b) Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one Dai to look after the children of women workers.
- (c) The size of crèche shall vary according to the number of women workers.
- (d) The crèche shall be properly maintained and necessary equipment like toys etc. shall be provided.

13. Canteen

A cooked food canteen on a moderate scale shall be provided for the benefit of workers whenever it is considered expedient of the Contracts.

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14. The above rules shall be incorporated in the contract and in the notice inviting tenders and shall form an integral part of the contract

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CONTRACTOR'S LABOUR REGULATIONS**SHORT TITLE**

These regulation, may be called the "DDA Contractor's Labour Regulations".

1. DEFINITION

In these regulations, unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them respectively i.e..

- (i). "Labour" means workers employed by DDA or its Contractor directly or indirectly through sub-contractor or other persons or by an agent on his behalf, on a payment as per the minimum wages act and will not include supervisory staff like Overseers etc.
- (ii). "Fair Wages" means wages, whether for time or piece work fixed and notified at the time of inviting tenders under the provision of the minimum wages act from time to time to be not less than minimum rates of wages fixed by the Govt. of N.C.T. Delhi vide Notification issued from time to time.
- (iii). "Contractor" shall include every person whether a sub-contractor or head man agent employing labour on the work taken on Contract.
- (iv). "Wages" shall have the same meaning as defined in the payment of wages act and includes time and piece rate wages.

- 2 (a) Normally working hours of an employee should not exceed 8 hours a day. Working day shall be so arranged that inclusive of intervals for rest, it shall not spread over more than 12 hours on any day
- (b) When the 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 given overtime for the extra hours put in by him at double the ordinary rate of wages and children shall not be made to work extra.
- (c) Every worker shall be given a weekly holiday normally on Sunday in accordance with the provision of the minimum wages (Central) Rules 1950 as amended from time to time irrespective of whether such worker is governed by the minimum wages act 1948.

- 3. Display of notice regarding wages etc.

i. 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 place on the work, notice in English and in the local Indian Language spoken by the majority of the workers giving the minimum rate wages which have been certified by the Executive Engineer, the Chief Engineer or Regional Labour commissioner as fair wages and the hours of work which such wages are earned and the actual wages being paid, the wages period, vat on payment of wages and other relevant information.

- ii. Send a copy of such note to the certifying officer as EE/CE and required Labour commissioner

4. Payment of Wages

- (i) Wages due to every worker shall be paid to him directly or through other person authorized on his behalf.
- (ii). All wages shall be paid in current coin or in currency or in both.

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- (iii). Arrears claimed after 3 months after the completion of the work shall not be entertained.

5. **Fixation of wage periods**

The contractor shall fix the wage periods in respect of which wages shall be payable

- (i) No wage period shall exceed one month.
- (ii) The wages of every worker employed on the Contract shall be paid
 - (a) in case of establishment in which wage period is one week, within three days from the end of the wage period and
 - (b) in the case of other establishments before the expiry of 7th day or 10th day from the end of the wage period according to the number of workers employed in such establishment does not exceed 1000.
- (iii) 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 day succeeding the one on which his/her employment is terminated.
- (iv) All payment of wages shall be made on a working day except when the work is completed before the expiry of the wage period in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

Note: - The term "Working day" means a day on which the work for which the labour employed is in progress.

6. **Wage book and wage Slip etc.**

- (i) The Contractor shall maintain a wage book of each worker in such a form as may be convenient, at the place of work but the same shall include the following particulars
 - (a) Name of the worker.
 - (b) Rate of daily or monthly wages.
 - (c) Nature of work on which employed.
 - (d) Total number of days worked during each wage period.
 - (e) Dates and period for which worked overtime.
 - (f) Gross wages payable for the wage period.
 - (g) All deduction made from the wage with an indication in each case of the ground for which the deduction is made.
 - (h) Wage actually paid for each wage period.
- (ii) **Signature or thumb impression of the worker.**

The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker, employed by him on the work at least a day prior to the day of disbursement of wages.
- (iii) The Contractor shall issue an Employment Card in the prescribed form III to each worker on the day of work or entry into his employment. If the worker has already any such card from the previous employer, the contractor shall merely endorse that employment card with relevant entries. On termination of employment, the employment card shall again be endorsed by the Contractor and returned to the worker.
- (iv) "The Contractor shall issue an Attendance cum Wage Card as per Form IV enclosed to each worker on the day of work on entry into his employment"

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7. Register of Unpaid wages:

The Contractor shall maintain a Register of unpaid wages in such form as may be convenient at the place of work but the same shall include the following particulars:

- (a) Full particulars of the labourers whose wages have not been paid.
- (b) Reference number of the muster roll and wage register.
- (c) Rate of wages.
- (d) Wage period.
- (e) Total amount not paid,
- (f) Reason for not making payment.
- (g) How the amount of unpaid wages was utilized.
- (h) Acquaintance with date

8. Register of Accidents

The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same 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 & 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 with details of the person to whom the same was paid.
- (m) Amount paid.
- (n) Authority by which the compensation was assessed.
- (o) Remarks.

9. Fines and deductions which may be made from Wages

The wages of a worker shall be paid to him without any deductions of any kind except the following.

- (a) Fines. (List of acts and Omission for which fine can be imposed)
 - (i) Willful subordination or disobedience, whether alone or in combination with another.
 - (ii) Theft, fraud, dishonesty in connection with Contractor's business or property of the D.D.A.

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- (iii) Taking or giving bribes or any illegal gratification.
 - (iv) Habitual late attendance
 - (v) Drunkenness', fighting, riotous or indecent behavior.
 - (vi) Smoking near or around the area where combustible or other materials are stacked.
 - (vii) Habitual negligence.
 - (viii) Habitual indiscipline.
 - (ix) Causing damage to work in progress or to property of the DDA or the Contractor.
 - (x) Sleeping on duty.
 - (xi) Malingering or slowing down work.
 - (xii) Giving false information regarding name, age, father's name etc.
 - (xiii) Habitual loss of wages cards supplied by the employers.
 - (xiv) Unauthorized use of employer's property or manufacturing, or making of unauthorized articles at the work place.
 - (xv) Bad workmanship in constructions and maintenance by skilled workers which is not approved by the Department and for which Contractors are compelled to undertake rectification.
 - (xvi) Making false complaints and/or misleading statements.
 - (xvii) Engaging in trade with in the premises of the establishment.
 - (xviii) Any unauthorized divulgence of business affairs of the employers
 - (xix) Collection or canvassing for the collection of any money within the premises of any establishment unless authorized by the employers.
 - (xx) Holding Meeting inside the premises without previous sanction of the employer.
 - (xxi) Threatening or intimidating any workman or employee during the working hours within the premises.
- (b) Deduction for absence from the duty, i.e. from the place or 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/she was absent.
- (c) Deduction for damage 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 damages or loss is directly attributable to his neglect or default.
- (d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- (e)
- (i) Any other deduction, which the Central Government may from time to time allow.
 - (ii) No fine should be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.
 - (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until worker has been given an opportunity for 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 of three paise in a rupee of the total wages, payable to him in respect of that period.
 - (v) No fine imposed on any worker shall be recovered from him by installment or after the expiry of sixty days from the day on which it was imposed.
 - (vi) Every fine shall be deemed to have been imposed on the day of act of omission in respect of which it was imposed.

10 Register of fines, etc.

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- (i) The Contractor shall maintain a register of fines and a register of deduction for damage or loss in form Nos. 1 and 2 respectively which should be kept at the place of work.
- (ii) The Contractor shall maintain, both in English and the local Indian Language, a list approved by the Chief Commissioner, clearly stating the Act of Omission for which penalty, or fine can be imposed on a workman and display it in a good condition in a conspicuous place on the work.

11 Preservation of Registers.

The wage book, the wage slips, the register of unpaid wages, the registers of accidents, the registers of fines, reduction required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in the end and shall be made available for inspection by the Engineer-in-Charge, or Labour Welfare Officer or any other officer, authorized by Ministry of Urban affairs & Employment Government of India in this behalf.

12 Power of Labour Welfare Officer to make investigations or Enquiry

The Labour Welfare Officer or any other person authorized by the Central Government on their behalf shall have power to make enquiries with a view to ascertain and enforce due and proper observance of the fair wage clauses and provisions of these regulations. He shall investigate into any complaint regarding the default made by the Contractor or Sub-Contractor in regard to such provisions.

13 Report of Labour Welfare Officer

The Labour Welfare Officer or any other person authorized as aforesaid shall submit a report of his investigation or enquiries to the Executive Engineer concerned indicating the extent, if any to which the default has been committed with a note that necessary deduction 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 the Contractor under clause 14 of these regulations actual payment of labourers will be made by the Executive Engineer after the Regional Labour Commissioner has given his decision on such appeal.

The Executive Engineer shall arrange payment to the labourers concerned within 45 days from the receipt of the report from the Labour Welfare Officer or the Regional Labour Commissioner as the case may be.

14. Appeal against decision of Labour Welfare Officer.

Any person aggrieved by the decision and recommendations of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Regional Labour Commissioner within 30 days from the date of decision, forwarding simultaneously a copy of his 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

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - (a) An officer of the Registered Trade Union of which he is a member.
 - (b) An officer of federation of Trade Unions to which the trade 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 Unions, connected with the Industry in which the worker is

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- employed or 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 employer to which the association referred to in clause (a) is affiliated.
 - (c) Where the employer 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 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. Inspections of books and slip

The Contractor shall allow inspection of the wages books and the wage slips, the register of unpaid wages, the register of accidents, and the register of fines and deduction to any of his workers, or to his agent at a convenient time and place after due notice is received from the Labour Welfare Officer or any person authorized by the Central Govt. on his behalf.

17. Submission of Returns:

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

18. Amendments:

The Central Government may from time to time add to or amend the regulations and or any questions as to the application/interpretation or effect of those regulations. Decision of the Chief Labour Commissioner or Deputy Labour Commissioner, the Government of the India or any persons authorized by the Central Government on that behalf shall be final.

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GENERAL SPECIFICATION & 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.

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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 be me/us belong to me/us
 - (iii) The site office, casting yard, laboratory, cement Godown etc., will be constructed as per the plan attached.
 - (v) 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 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. The decision of the PROJECT MANAGER (MPR) 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 execute 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. He will have no claim for any financial loss or extension of time on this account.

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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 forty six amendment 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 its inspection by the 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 forty six amendment 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

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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 drainage and water supply from the concerned branch of Municipal Corporation.
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

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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.

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| 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. |
| x) | 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 & 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 14 of PWD-8 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 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 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 moulds (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.

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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.

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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 tones or more per annum, such as ACC, L&T,J.P., Rewa, Vikram, Shri Cement, Birla Jut and Cement Corporation of India, as approved by Ministry of Industry, Government of India and holding licence 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 order from the Engineer-in-charge.
 - (b) The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-charge.
2. The two cement godowns, one for the untested and the other one for cement that has been tested and 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 provisions 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 representative at any time.
 3. 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 charge the cement required for testing. The cost of test be borne by the Contractor/ Department in the manner indicated below:
 - (i). By the contractor, if result show that the cement does not conform to relevant BIS code.
 - (ii). By the Department, if results show that the cement conforms to relevant BIS codes.
 4. The actual issue and consumption of cement on work shall be reputed and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by the conditions laid therein.
 5. 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.
 6. 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 so within three days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the Contractor.

7. 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 approved laboratory by the Engineer-in-charge at

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regulate interval as per CPWD Specifications 2009 Vol 1 and 2. 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 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.
- (d) 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.

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Annexure – I**TABLE OF MILESTONE (S)**

S.No.	Financial Progress	Time Allowed in days (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% 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)	- do -
3.	3/4 th (of the whole work)	3/4 th (of the whole work).	- do -
4.	Full	Full	- do -

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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.

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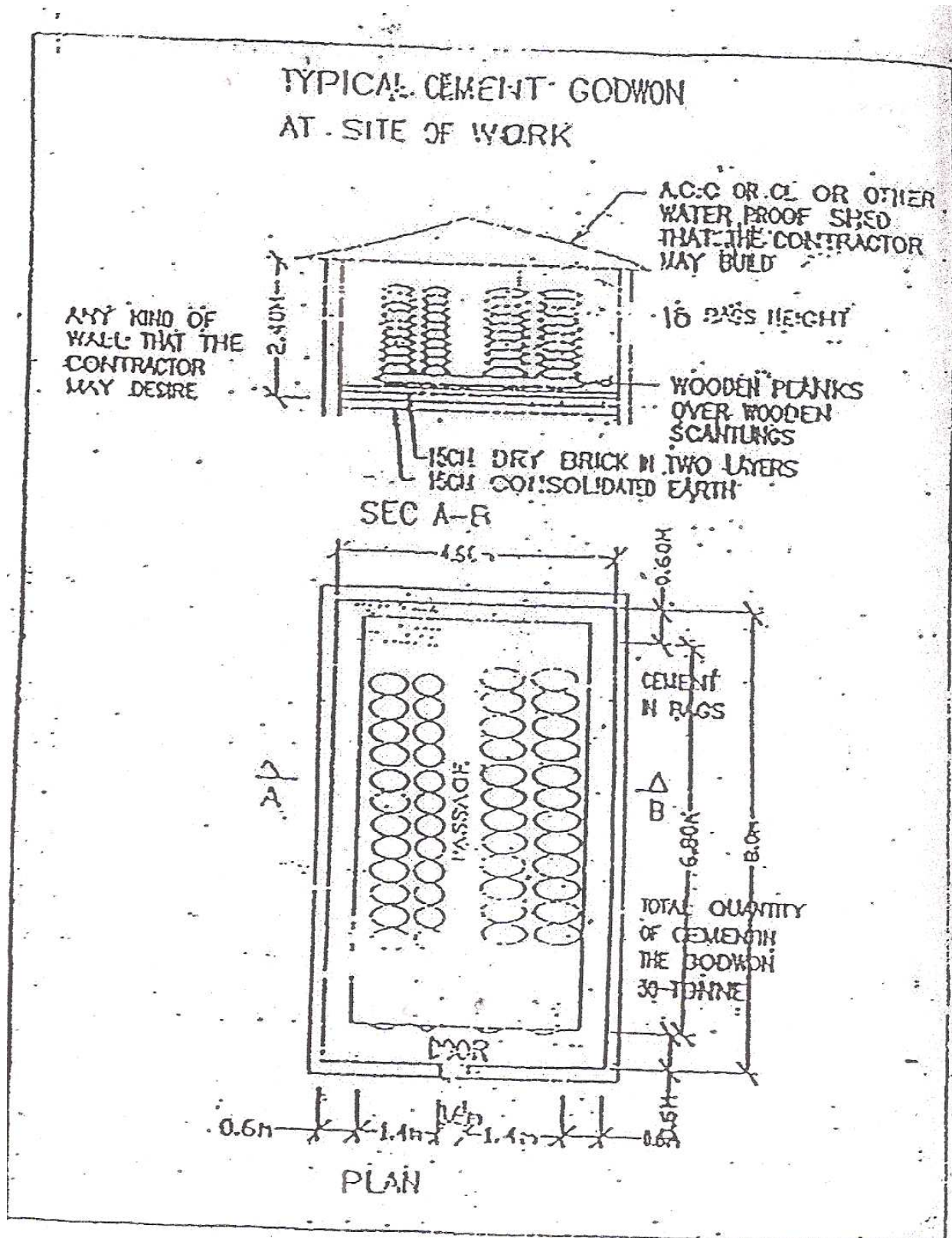
5. We _____ (indicate the name of the bank) further agree with the Government that the government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from 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)

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SCHEDULE OF QUANTITIES

Name of Work: Construction of UER-II Master Plan Road in Rohini (C/o 100 M wide Road connecting Western Yamuna Canal to Kanjhawla Road near village Karala Majri for part of alignment passing through Rohini.

S.H -Demarkation of Master Plan Road UERII from Western Yamuna Canal to Kanjhawla Road near village Karala Majri.

S.NO.	DESCRIPTION	QTTY	UNIT	RATE	AMOUNT
1	Demarcation of 100.00 metre R/w road (UER-II) passing through unauthorized colonies in the Rohini Zone as per alignment plan of UER-II including Total Station survey of full right of way width i/c green belts, submission of four sets of plans and soft copy (CD) complete as per directions of Engineer-in-Charge. (a) In open areas (b) In built up area	6.00 0.90	Km Km		
2	Providing and fixing Non-pressure NP2 class pipe (light duty) R C C pipe 250mm dia at site for demarcation of road.	804	Meter		
3	Excavation holes up to 0.50 Cum including getting out the excavated soil, then returning the soil as required in layers not exceeding 20 cm in depth including consolidating each deposited layer by ramming, watering etc. disposing of surplus excavated soil as directed within a lead of 50 metre and lift upto 1.5 meter.(a) All kinds of soil	402	Each		
4	Providing and laying cement concrete of specified grade excluding the cost of centring and shuttering. All works up to plinth level. (a) 1:2:4 (1 Cement : 2 Coarse Sand : 4 graded stone aggregate 20mm nominal size) (b) 1:3:6 (1 Cement : 3 Coarse Sand : 6 graded stone aggregate 40mm nominal size)	5.92 116.31	Cum Cum		

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5	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade (a) Two or more coats on new work	648.68	Sqm		

Conditions-

- 1- Alignment plan of the Road shall be provided by the Department.
- 2- For demarcation of road through unauthorized structure, the agency should have suitable equipments, experience and manpower.
- 3- The demarcation of 100m wide road is required for identification of unauthorized structure within the right of way by the field staff of LM & IL Department/DDA. The agency shall provide necessary guidance for the same as per requirement of field staff of LM& IL department/DDA
- 4- P/F of RCC Pipes, marking of paint for demarcation shall be done as per site conditions and direction of Engineer in charge.

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