

DELHI DEVELOPMENT AUTHORITY
CHIEF ENGINEER (CWG)

NIT NO. 07/CWG/EE(P)-II/SE(P)-VI/CWGZ/DDA/2008-09 VOL.II

FINANCIAL BID

NAME OF WORK : Construction of Archery Competition venue and Training venues for Archery, Hockey & Lawn Bowl and refurbishment of training venues for Aquatics and Rhythmic Gymnastics at Yamuna Sports Complex for Commonwealth Games, 2010.

Estimated Cost : Rs. 38,24,36,378/-

Earnest Money : Rs. 63,24,364/-

Performance Guarantee : 5% of tendered amount.

Security Deposit : 5% of tendered amount.

Time Allowed : 12 Months (Twelve Months)

PART-I : General & Special Conditions Page..... to P-.....

PART-II : Bill of Quantities. Page..... to P-.....

PART-III : Project Specifications Page..... to P-.....

PART-IV : Drawings (C.D.)

This part of N.I.T. contains pages from 1 to

Letter of Submission

(A) Tender in two bid system for

NAME OF WORK: Construction of Archery Competition venue and Training venues for Archery, Hockey & Lawn Bowl and refurbishment of training venues for Aquatics and Rhythmic Gymnastics at Yamuna Sports Complex for Commonwealth Games, 2010.

To be submitted on or before 1500 hours of date 09.01.2009 to the Executive Engineer, Commonwealth Games Division No.: 6, in the below mentioned manner

■ Earnest Money, Application supported by prescribed annexure and the financial bid shall be placed in separate sealed envelopes each marked 'Earnest Money'. 'Eligibility Documents' and 'Financial bid' respectively. All the three envelopes shall be submitted together in another sealed envelope. The bids will be received up to 1500 hours on 09.01.2009. in respect of those agencies whose earnest money has been found in order, the envelope marked 'Eligibility Documents' shall be opened by Executive Engineer, CGD-6, DDA or his authorized representatives in his office on the same day at 1530 Hours. The time and date of opening of financial bid shall be communicated at a later date.'

i) Issued to -----

Signature of officer issuing the Tender Document -----

Designation -----

Delhi Development Authority

Date of Issue -----

T E N D E R

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

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

We agree to keep the tender open for Ninety (90) days from the due date of opening of its opening and not to make any modifications in its terms and conditions.

The part earnest money of Rs 20 lakhs has been deposited in the shape of Receipt / Treasury Challan / Deposit at Call receipt of a scheduled bank/ fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank issued in favour of Sr. A.O /CAU/CWG 2010/DDA & balance earnest money of **Rs.43,24,364/- (Rupees Forty Three lacs Twenty Four thousand Three hundred Sixty four only)** is deposited in the form of bank guarantee from scheduled bank as per prescribed format or deposit at call receipt of a scheduled bank/ fixed deposit receipt of scheduled bank/ demand draft of a scheduled bank. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said DDA or his successors in office shall without prejudice to any

Delhi Development Authority

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 his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the clauses of contract.

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 retendering 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.

Date -----

Signature of Contractor

Postal Address :

Witness :

Address :

Occupation :

A C C E P T A N C E

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

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

- a)
- b)
- c)

Executive Engineer
Commonwealth Games Division No. –6
Delhi Development Authority
DDA Office Complex,
Near Hasanpur DTC bus Depot,
Delhi 110 092
Tele: 011-22235653

Signature -----

Dated -----

Designation -----

<i>GENERAL RULES AND DIRECTIONS</i>
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1. Press Notice Inviting Tender 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 at the time of purchase of tender. The performance Guarantee to be deposited by the successful agency / contractor and the amount of security deposit to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the Bill of Quantity (Section-IV) form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

Delhi Development Authority

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

Delhi Development Authority

11. All rates shall be quoted on the tender form (i.e. Bill). The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
12. i) The contractor whose tender is accepted shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed or in the form of Govt. security, fixed deposit receipt etc., as in the case of recovery of security deposit, within Fifteen (15) days from issue of letter of Acceptance. This period can be further extended by the Engineer-in-charge up to a maximum period of Seven (7) days on written request of the contractor stating reasons for delay.
ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rate of 10% and the earnest money deposited at the time of tenders will be treated as a part of the Security Deposit. The Security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
13. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
14. Sales tax, VAT purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and DDA will not entertain any claim whatsoever in respect of the same.
15. The contractor shall give a list of both gazetted and non-gazetted DDA employees related to him.
16. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/ have tendered or who may has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

Delhi Development Authority

17. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the DDA may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Delhi Development Authority

CONDITIONS OF CONTRACT

Definitions

1. The Contract means the documents forming the tender and acceptance thereof and the Formal agreement executed between the competent authority on behalf of the DDA and The Contractor, together with the documents referred to therein including these Conditions, the specifications, designs, drawings and instructions issued from time to Time by the Engineer-in-Charge and all these documents taken together, shall be Deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires, Have the meanings, hereby respectively assigned to them:

- i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- ii) The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work, is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract,

Delhi Development Authority

- iii) The Contractor shall mean the individual, firm or company, whether Incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company.
- iv) The DDA means the DELHI DEVELOPMENT AUTHORITY and his successors.
- v) The Engineer-in-charge means the concerned Executive Engineer, Civil/Electrical who shall supervise the concerned work as per the list given below. The concerned Executive Engineer civil shall be coordinating officer and sign the contract on behalf of the DDA as mentioned in Schedule 'F'.

Sub head	Engineer-in-charge	Superintending Engineer	Chief Engineer
Architectural, Structural Civil works including Hydraulic Services etc.	Concerned EE(Civil)	Concerned SE(Civil)	Concerned CE(Civil)
Electrical & Fire protection services etc.	Concerned EE(Elect.)	Concerned SE(Elect.)	Concerned CE(Elect.)

- vi) Accepting Authority shall mean the authority mentioned in Schedule 'F'.
- vii) Excepted Risk are risks due to riots(other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of work.
- viii) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

Delhi Development Authority

- ix) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments there to issued up to the date of receipt of the tender.
- x) Department means Delhi Development Authority to work on their behalf.
- xi) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.
- xii) Tendered value means the value of the entire work as stipulated in the letter of award.

Scope and performance

1. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
2. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof of be taken into condition in the interpretation or construction thereof or of the contract.
3. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

4. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Bill of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in

and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

5. 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 Bill of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

6. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
 - 6.1. In the case of discrepancy between the bill of Quantities, the project Specifications, General & Special conditions and/or the Drawings, the following order of preference shall be observed.
 - I) Description of items given in Bill of Quantities.
 - II) Project specifications and Specification and Special Conditions.
 - III) Drawings.
 - IV) Relevant B.I.S. Codes published till the date of opening of tenders.
 - V) CPWD Specification (All Volumes) unless otherwise specified.
 - VI) Decision of Engineer-in-Charge in consultation with Design Consultant.
 - 6.2. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
 - 6.3. Any error in description, quantity or rate in bill 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.

Delhi Development Authority

Signing of Contract

7. The successful tendered/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of.
 - i) The letter inviting tender, document including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - ii) No payment for work done will be made unless contract is signed by the agency/contractor.

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Bill of quantities - As per Part-II

SCHEDULE 'B'

Schedule of materials to be issued to the contractor. NA

SCHEDULE 'C'

Tools and plants to be hired to the contractor : NA

SCHEDULE 'D'

Extra schedule for specific requirements/ document for the work, if any. - NA

SCHEDULE 'E'

Schedule of component of Cement, Steel, other Materials, Labour etc. for price escalation.

CLAUSE 10CC DELETED

SCHEDULE 'F'

Reference to General Conditions of contract.

NAME OF WORK: **Construction of Archery Competition venue and Training venues for Archery, Hockey & Lawn Bowling and refurbishment of training venues for Aquatics and Rhythmic Gymnastics at Yamuna Sports Complex for Commonwealth Games, 2010.**

Estimated cost of work : Rs. 38,24,36,378/-

- i) Earnest money : Rs 63,24,364/-
- ii) Performance Guarantee: 5% of tendered value
- iii) Security Deposit : 5% of tendered value

GENERAL RULES & DIRECTIONS:

Officer inviting tender, Executive Engineer, Commonwealth Division-6, DDA,
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3.

See Below

Definition:

- 2(v) Engineer-in-Charge a).Concerned Executive Engineer Civil for Building work & Hydraulic services.
- b).Concerned Executive Engineer
Electrical for Electrical & Fire Fighting works

Delhi Development Authority

c).Concerned Executive Engineer Civil shall be Coordinating officer and will signed the contract on be half of the DDA.

2(vi) Project engineer

Engineer Civil for Building

a).Concerned Superintending

Work & Hydraulic services.

b).Concerned Superintending Engineer Electrical for Electrical & Mechanical works.

2(vi) Project consultant Authorised representatives of
Architects Bureau, New Delhi; and / or Group GSA Pte. Australia.

2(viii) Accepting Authority

CE/CWG

2(x) Percentage on cost of materials and labour
to cover all overheads and profits 15%

2(xi) Standard Schedule of Rates Prevailing market
rates for Non Scheduled items &
DSR 2007 with up to date
Correction slips

2(xii) Department DDA

9(ii) Contract Form PWD-8

Clause 1

- i) Time allowed for submission of Performance Guarantee
from the date of issue of letter of acceptance, in days 15 days
- ii) Maximum allowable extension beyond the period
provided in i) above in days 7 days

Clause 2

Authority for levy compensation

Concerned Superintending

Delhi Development Authority

Under clause 2.

Engineer (Civil)

Clause 2A

Whether Clause 2A shall be applicable YES

Clause 5

Number of days after the date of issue
of letter of intent for reckoning date
of start 22 days
Mile stone (s) as per table given below

TABLE OF MILESTONE (S)

S. No.	Financial Progress In Lacs	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone
1	1/8 of whole work	1/4 of total time	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 of whole work	1/2 of total time	
3	3/4 of whole work	3/4 of total time	
4	Full	Full	

Time allowed for execution of work. 12 Months

Clause 7 Gross work to be done together with net payment/
adjustment of advances for material collected,
if any, since the last such payment
for being eligible to interim payment 100 lacs

Clause 10A List of testing equipments to be provided by the agency/contractor at site
lab.

Clause 10B (i) &(ii) shall be applicable.

Clause 10C Component of labour expressed as percentage of value of work= 15%

Clause 10CC (Not Applicable)

Clause 11 Specifications to be followed

Delhi Development Authority

for execution of work

Project Specifications attached, and CPWD specifications (all volumes) with upto date correction slips unless specified otherwise and relevant I.S. Codes .

Clause 12

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building, Hydraulic services, electrical and Fire fighting works etc. 30%

12.5 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work 100%

Clause 16

Competent Authority for Concerned Superintending Engineer
Civil/Electrical Civil/Electrical
Deciding reduced rates

Clause 36 (i)

Requirement of Principal Technical Representative(s) and recovery Rate

S. No.	Designation	Discipline	Minimum Qualification	Minimum Experience	No.	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Project Manager	Civil	B Tech / B.E.	15 years	1	60,000/-	Sixty Thousand
2.	Deputy Project Engineer	Civil	B Tech / B.E.	8 years	1	30,000/-	Thirty Thousand
3.	Planning Engineer	Planning	B Planning.	5 years	1	30,000/-	Thirty Thousand
4.	Electrical	Electrical	B.Tech / B.E.	8 years	1	30,000/-	Thirty Thousand

Delhi Development Authority

	Engineer						
5.	Civil Engineer	Quality Control	B Tech / B.E.	8 years	1	30,000/-	Thirty Thousand

Assistant Engineer retired from Government services that are holding Diploma will be treated at par with Graduate Engineer.

Clause 42

- i) a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2007 printed by C.P.W.D.
- ii) Variations permissible on theoretical quantities.
 - a) Cement 2% minus
 - b) Bitumen all works. Nil on minus side.
 - c) Steel Reinforcement and structural steel 2% minus.
Sections for each diameter, section and category
 - d) All other material Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	NIL	Rs.6000 (Rupees Six thousand only) per Tonne
2.	Steel reinforcement	NIL	RS.50000/- (Rs. Fifty thousand only) per Tonne

CLAUSES OF CONTRACT

CLAUSE 1

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, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reasons for delay in procuring the Bank Guarantee to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt 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 fixed deposit receipt, 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.
- ii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- iii) 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

Delhi Development Authority

(not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :

- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- b) Failure by the contractor to pay 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.
- iv) In the event of the contract being determined or rescinded under provision of any of the Clause/ Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DDA

CLAUSE 1A

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 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. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by DDA by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the DDA as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the 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 fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the DDA, 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 deposited at the time of purchase of tenders will be treated a part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs.5 lakh subject to the

Delhi Development Authority

condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh

Note-1 : Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of **Government** paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the **Government** paper will be withheld if necessary.

Note-2 : Government Securities will include all forms of Securities mentioned in rule No.274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3 : Note 1 & 2 above shall be applicable for both clause 1 and 1A.

CLAUSE 2

Compensation for Delay

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 & 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.

- | | | |
|----|-----------------------------------|--|
| i) | 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 in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With holding of amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 2A

Incentive for early completion

In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'. Bonus shall not be payable if the work is completed after the stipulated date of completion even if extension of time is granted without levy of compensation.

CLAUSE 3

When Contract can be Determined

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

- i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii) If the contractor fail to complete the work within the stipulated date or items of work individual date of completion, if any stipulated, on or before date(s) of completion and does not complete within the period specified in a notice given in writing in that behalf of Engineer –in-Charge.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him behalf by the Engineer-in-Charge.
- v) If the contractor shall offer or give or agree to give to any person in DDA service or to any other person on his behalf any gift or consideration of any kind as an

Delhi Development Authority

inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for DDA.

- vi) If the contractor shall enter into a contract with DDA in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge.
- vii) If the contractor shall obtain a contract with DDA as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the contractor assigns, transfers, sublets(engagement of labour on a piece-work basis or of labour with material not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works any portion thereof without the prior written approval of the Engineer-in –Charge.
- xii) If the work is not started by the contractor within 1/8th of the 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 the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the DDA.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as

Delhi Development Authority

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.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, 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. The decision of DDA regarding validity of reasons for not starting the work shall be final and binding on the contractor.

CLAUSE 4

Contractor liable to pay Compensation even if action not taken under Clause 3

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current

market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance 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 and Progress Chart for each milestone and get it approved by the Engineer-in-Charge. 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 in Schedule 'F').

5.2 If the work(s) be delayed by:

- i) force Majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

Delhi Development Authority

- 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 DDA to supply or
- vii) non-availability or break down of tools and Plant to be supplied or supplied by DDA or
- viii) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' 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 Milestones 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 Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones 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 DELETED

CLAUSE 6 A Computerized Measurement Book

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all the items having financial value shall be entered by the contractor and compiled in the shape of the computerized Measurement Book having pages of A-4 size as per format decided of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-charge or his authorized representative as per interval or programme fixed in consultation with Engineering- Charge or his authorised representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections

Delhi Development Authority

and resubmission to Engineer-in charge for the dated signature by the Engineer-in-charge and the Contractor or their representative in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked / test checked from the Engineer-in-Charge and / or his authorised representative. The contractor will, thereafter, incorporate such changes as may be done during these checks / test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and / or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks / test checks. The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs.

This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurement.

The contractor shall without any extra charge, provide all assistance with every appliances, labour and other things necessary for checking of measurement /levels by the Engineer-in-Charge or his representative. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days notice to the Engineer-in-Charge or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of checking and / or test checking the measurement of any work in order that the same may be checked and / or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and / or test checking measurement and shall not cover up and place beyond the reach of measurement any work without consent in writing of the Engineer-in-charge or his authorised representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and / or test checking measurement without such notice having been given or the Engineer-in-charge consent being obtained in writing,

the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. Engineer-in-charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurement or levels. It is also a term of this contract that checking and / or test checking the measurements of any item of the work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurements or defects noticed till completion of the defects liability period.

- (a) Running Bill/bills against work executed by the agency at site of work i required to be submitted by him in the 1st week of every month . In the event of failure or any considerable lapse on the part of the agency in following the procedure contained in the clause 6 A, option is open to the department to prepare the bill of his own by the field staff in order to allow the payments to the agency.
- (b) In case the agency neither follows the process of brining the work executed on record nor co-operates the department, in any manner, the department shall be entitled to follow the said process mentioned i the above said clause i.e. 6 A of his own for allowing the payment to the agency and necessary recovery shall be effected from his running account bill.

CLAUSE 7

Payment on Intermediate Certificate to be regarded as Advances

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements giving abstract and detailed measurements on the format approved by the Engineer-in-Charge in six copies on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 7th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge with the account of the material issued by the department, or dismantled materials if any.

Delhi Development Authority

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from to the effect that the work has been completed upto the level in question make interim advance payments without detailed measurements for work done in foundation by working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

CLAUSE 8

Completion Certificate and Completion Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, door, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and

rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A

Contractor to keep Site Clean

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor wither departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

CLAUSE 8B

Completion Plans to be submitted by the Contractor

The contractor shall submit completion plans/ drawings showing therein the modifications and corrections made during the course of execution along with the letter intimating that the works have been completed.

Detailed as built drawings for the works in respect of electrical, internal sanitary, internal water supply, Fire fighting and external services or any other works carried out by the contractor.

Certificates of satisfactory performance test carried out for the various works.

Guarantee/ Operation & Maintenance Manual shall be supplied by the vendor.

In case, the contractor fails to submit the completion documents/ drawings as aforesaid, he shall be liable to pay a sum of Rs.50,000/- or actual expenses incurred on account of preparation of such completion Drawings, whichever is more. The decision of Engineer-in-Charge shall be final and binding on the contractor.

CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items

in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of six months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized representative.

CLAUSE 9A

Payment of Contractor's Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by DDA or his signature on the bill or other claim preferred against DDA before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-à-vis the DDA.

CLAUSE 10

Materials supplied by DDA

DELETED

CLAUSE 10A

Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the DDA.

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

When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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

CLAUSE 10B

i) Secured Advance on Non-perishable Materials

The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge nonperishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the

work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

ii) Mobilization Advance

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled bank for the amount of advance & valid for the contract period. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.

Provided always that the provision of clause 10B (ii) shall be applicable only when so provided in the schedule F.

iii) Plant Machinery & Shuttering Material Advance

An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery, which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the

Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall

Delhi Development Authority

be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs.50,000/- Seventy five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. DDA,, and
3. The contractor.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the DDA as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

iv) Interest & Recovery

The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto the date of recovery of the installment.

- v)** If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.

CLAUSE 10C

Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)

If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax/VAT) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, 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 the work in question. If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax/VAT) and such decrease in the prices and/or wages prevailing at the time of receipt of the tender for the work, Government 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 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. The contractor shall, for the purpose of this condition, keep such books of account 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 Government, 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 material and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

CLAUSE 10CA

Payment due to Increase/decrease in prices of Cement and steel reinforcement bars after receipt of tender

If after submission of the tender, the prices of cement and/or steel reinforcement bars 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

Delhi Development Authority

at the time of the last stipulated date of receipt of tenders (including extensions, 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 steel reinforcement bars incorporated in the works (not being a material stipulated from the Engineer-in-Charge's stores in accordance with the Clause 10 thereof) is decreased, DDA shall in respect of these materials incorporated in the works (not being materials 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 Cement and/or Steel reinforcement bars as prevailed at the time of last stipulated date for 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 steel reinforcement bars issued under authority of Director General (Works) CPWD.

The increase/ decrease in prices shall be determined by the All India Wholesale Price Indices for Cement and Steel (bars and rods) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement and/or steel reinforcement bars as issued under authority of Director General (Works), 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 reinforcement bars and will be worked out as per the formula given below:

a) Adjustment for component of '**Cement**'

$$V_c = P_c \times Q_c \times \frac{CI - CI_o}{CI_o}$$

where,

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

P_c = 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 extensions, if any.

Delhi Development Authority

- Q_c = Quantity of cement used in the works since previous bill.
- CI_o = All India Wholesale Price Index for cement as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce & issued by DG (W) CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any.
- CI = All India Wholesale Price Index for cement for period under consideration as published by Economic advisor to Government of India, Ministry of Industry and Commerce & issued by DG (W) CPWD.

b) Adjustment for component of **'Steel'**

$$V_s = P_s \times Q_s \times \frac{SI - SI_o}{SI_o}$$

where,

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

P_s = Base Price of steel reinforcement bars, as issued under authority of DG(W), CPWD at the time of the last stipulated date of receipt of tender including extensions, if any.

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

SI_o = All India Wholesale Price Index for Steel (bars & rods) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce & issued by DG (W) CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any.

SI = All India Wholesale Price Index for Steel (bars & rods) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce & issued by DG (W) CPWD.

Provided always those provisions of the preceding Clause 10C shall not be applicable in respect of Cement and/or Steel reinforcement bars i.e. Increase or decrease in the amount of Rs to be paid or recovered.

Delhi Development Authority

- Ps = Base price of steel reinforcement bars, as issued under authority of DG(W) CPWD at the time of last stipulated date of receipt of tender including extensions, if any.
- Qs = Quantity of steel paid either as the way of secured advance or used in the works since previous bill (whichever is earlier).
- Sl_o = All India whole sale price Index for steel (bars 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.
- SI = All India whole sale price Index for steel (bars and rods) for the period under consideration as published by 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 reinforcement bars.

CLAUSE 10CC

Payment due to Increase/Decrease in Prices/Wages after Receipt of Tender for Works

DELETED

CLAUSE 10D

Dismantled Material DDA Property

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 workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the **Project Specifications**. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates of any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

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 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.

Deviation / Extra Items and Pricing

- 12.2 In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, 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, the rate for the agreement item (to be 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 upto 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:
- i) For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
 - ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
 - iii) For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
 - iv) For Roads all items of excavation and filling including treatment of sub-base.
- 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

Foreclosure of Contract due to Abandonment or Reduction in Scope of work

If at any time after acceptance of the tender, DDA shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

Delhi Development Authority

The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii) DDA shall have to option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, DDA shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by DDA, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- iii) If any materials supplied by DDA are rendered surplus, the same except normal wastage shall be returned by the contractor to DDA at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to DDA stores, if so required by DDA, shall be paid.
- iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer-in-Charge furnish to him books of account, wage books time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the DDA as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be

credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the DDA from the contractor under the terms of the contract.

CLAUSE 14

Cancellation of contract in full or part DELETED

CLAUSE 15

Suspension of Work

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

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

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

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

- a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

- iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by DDA or where it affects whole of the works, as an abandonment of the works by DDA, shall within ten days of expiry of such period of 15 days given notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by DDA, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from DDA for the loss suffered by him on account of delay by DDA in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force Majeure including non-allotment of such materials by controlling authorities, acts of Govt, acts of enemies of the state/country or any reasonable cause beyond the control of the DDA.

CLAUSE 16

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized Representative of the work and all the superior officers, Officers from Quality Assurance Committee for Commonwealth Games Projects constituted by Engineer Member, DDA,, Third party Quality Assurance Agency and officers of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual

Delhi Development Authority

working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as is they had been given to the contractor himself.

If it shall appear to the Engineer-in-Charge or his authorized subordinates in-charge of the work or to the Third-Party Quality Agency or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within Twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17

Contractor Liable for Damages, defects during maintenance period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lakhs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the

expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract which ever is earlier.

CLAUSE 18

Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores). Machinery, tools and plants as per Annexure 5. In addition to this, appliance, implements other plants ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or a sufficient portions thereof.

CLAUSE 18A

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, DDA is obliged to pay compensation to a workman employed by the contractor, in execution of the works, DDA will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the DDA under sub-section (2) of Section 12, of the said Act, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security

deposit or from any sum due by DDA to the contractor whether under this contract or otherwise. DDA shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to DDA full security for all costs for which DDA might become liable in consequence in contesting such claim.

CLAUSE 18B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, DDA is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by DDA from time to time for the protection of health and sanitary arrangements for workers employed by DDA. Contractors, DDA will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the DDA under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DDA to the contractor whether under this contract or otherwise DDA shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the DDA full security for all costs for which DDA might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Contractor

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

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 19B
Payment of Wages

Payment of wages:

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions un-authorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv) a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration

Delhi Development Authority

No.F.12(162)MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- vi) The contractor shall indemnify and keep indemnified DDA against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnify from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19D

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

- 1) the number of labourers employed by him on the work.

Delhi Development Authority

- 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 DDA, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer in charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

CLAUSE 19E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by DDA from time to time for the protection of health and sanitary arrangements for workers employed by the DDA and its contractors.

CLAUSE 19F

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 upto and including to day of delivery and 4 weeks following that day,
- ii) in the case of miscarriage – upto 3 weeks from the date of miscarriage.

2. Pay:

- i) in the case of delivery – leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she given notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

Delhi Development Authority

3. Conditions for the grant of Maternity Leave :

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in annexure-I and II, and the same shall be kept at the place of work.

CLAUSE 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing and statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the DDA a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 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(s) is/are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such

Delhi Development Authority

huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- i) a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft) and the floor area to be provided with be at the rate of 2.7 sq.m (30 sq.ft.) for each member of the worker's family staying with the labourer.
- b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
- c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- ii) a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutchra but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.
- b) The contractor(s) shall provide each hut with proper ventilation.
- c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- iii) **Water supply** – the contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and

Delhi Development Authority

wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and 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 own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

- iv) The site selected for the camp shall be high ground, removed from jungle.
- v) **Disposal of Excreta** – The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/ authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/ authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- vi) **Drainage** – The contractor(s) shall provide efficient arrangements for draining away silted water so as to keep the camp neat and tidy.
- vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- viii) **Sanitation** – The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

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 contractors' employ the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by and body un-authorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay

Delhi Development Authority

a levy upto 5% of tendered value of work may be imposed by the DDA whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

Clause 19K

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial training institute/National Institute of construction management and research(NICMAR)/National academy of construction, CIDC or any similar reputed and recomposed institute managed/certified by state/Central Government the number of such qualified trades man shall not be less then twenty percent of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trades, its scheduling and the list of qualified trades men along with requisite certificate from recognized institute to Engineer-in-charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer in-charge. Failure on the part of contractor to obtain approval of Engineer-in-charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

CLAUSE 20

Minimum Wages Act to be complied with

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21

Work not to be sublet. Action in case of insolvency

The contractor shall not assign or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet this contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the DDA shall have power to adopt the course specified in Clause 3 hereof in the interest of DDA and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of DDA without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 23

Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

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

CLAUSE 25

Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, 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, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- 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 on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the E.M in writing for written instruction or decision.

Engineer Member, DDA who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The E.M 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

Delhi Development Authority

30 days from receipt of the decision, give notice to the E.M for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- 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 appointed by the E.M, DDA, in charge of the work or if there be no E.M, the administrative head of the said DDA. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the E.M of the appeal.

It is also a term of this contract that no person other than a person appointed by such E.M DDA or the administrative head of the DDA, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

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 payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the DDA 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 re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/- 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 he issues notice to both the parties calling

them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 26

Contractor to indemnify Govt. against Patent Rights

The contractor shall fully indemnify and keep indemnified the DDA against and action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against DDA in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the DDA if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

Lump sum Provisions in Tender

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 28

Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications, if not available then as per Project Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29

With-holding and lien in respect of sums due from contractor

- i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the DDA shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the DDA shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the DDA shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the DDA by any dept of Govt. of NCT Delhi or any contracting person through the DDA pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or DDA will be kept withheld or retained as such by the Engineer-in-Charge or DDA till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the DDA shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

- ii) DDA shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for DDA to recover the same from him in the manner prescribed in sub clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by DDA to the contractor, with any interest thereon whatsoever.

Provided that the DDA shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment or any sum paid short where such payment has been agreed upon between the DDA or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the DDA or the Executive Engineer.

CLAUSE 29A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the DDA any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or DDA or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the DDA or with such other person or persons.

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

CLAUSE 30

Employment of coal mining or controlled area labour not permissible

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to DDA a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of

Delhi Development Authority

coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation : - Controlled Area means the following areas :

Districts of Dhanbad, Hazaribagh, Jamtara – a Sub-Division under Santhal Pargana Commissionery, Districts of Bankura, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

CLAUSE 31

Unfiltered water supply

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

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

CLAUSE 31A

Departmental water supply, if available

Water if available may be supplied to the contractor by the department subject to the following conditions:

- i) The water charges @ 1% shall be recovered on gross amount of the work done.
- ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the DDA

Delhi Development Authority

water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32

Alternate water arrangements

- i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- ii) The contractor shall be allowed to construct temporary wells in DDA land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges 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 buildings, 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 33

Return of Surplus materials

DELETED

CLAUSE 34

Hire of Plant & Machinery

DELETED

CLAUSE 35

Condition relating to use of asphaltic materials

Delhi Development Authority

- (i) 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 work on account of less use of materials in actual execution for reason other than authorised 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 materials returned to the contractors. although the materials are hypothecated to Delhi Development Authority, the contractor undertakes the responsibility for the proper watch safe custody and protection against all risks. the materials 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 and the portion of the security' deposited relating to asphaltic work shall be refunded after this period

CLAUSE 36

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

- i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/ themselves, as required, to the Engineer-in-Charge and/or his designated representative, to take instructions. Instructions

Delhi Development Authority

given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/ test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurement/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the

Delhi Development Authority

written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 37

Levy/Taxes payable by Contractor

- i) Sales Tax, Labour cess , VAT import duty ,excise or any other taxes on materials may be to be imported & labour in respect of this contract shall be payable by the contractor and DDA shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii) IF pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the DDA. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 38

Conditions for reimbursement of levy/taxes if levied after receipt of tenders

- i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes except Service Tax which shall be reimbursed to the Tenderer by DDA on the proof of payment to the concerned department. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/ levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the E.M DDA/Administrative Head DDA (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the DDA and/or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act 1982, give a written notice thereof to the Engineer-in-Charge that the same is

Delhi Development Authority

given pursuant to this conditions, together with all necessary information relating thereto.

CLAUSE 39

Termination of Contract on death of contractor

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

CLAUSE 40

If Near relative working in DDA then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the DDA circle (Division in case of contractors of Horticulture/ Nursery categories in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Executive Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the DDA or in the Directorate of Higher Education GNCTD of Delhi. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in DDA for any breach of this condition.

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

CLAUSE 41

No Gazetted Engineer to work as Contractor within one years of retirement

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of two years after his retirement from Government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 42

Return of material & recovery for excess material issued

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CLAUSE 43

Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be concerned for a higher amount. The contractor shall be paid for the damages/ destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the divisional officer.

CLAUSE 44

Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the DDA may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 45

Release of Security deposit after labour clearance

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

SAFETY CODE

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

Delhi Development Authority

6. Excavation and Trenching – All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition – Before any demolition work is commenced and also during the progress of the work,
 - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
 - iv) The entire demolition /dismantling work shall be carried out skillfully as per the directions and supervision of project consultant.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned :- The following safety equipment shall invariably be provided.
 - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent

Delhi Development Authority

accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :

- a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher office.
- b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and given indication of their presence.
- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these

Delhi Development Authority

shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The 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 is an individual case will be final.
- ii) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :
- a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

Delhi Development Authority

9. An additional clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product contained lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
 - i) While lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of DDA
 - viii) DDA may require, when necessary medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
 - i) a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

Delhi Development Authority

- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

Delhi Development Authority

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

***Model Rules for the Protection of Health and Sanitary Arrangements for Workers
Employed by D.D.A or its Contractors***

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

- i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment:
 - a) For work places in which the number of contract labour employed does not exceed 50

Each first-aid box shall contain the following equipments:

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

Delhi Development Authority

12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

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

Each first-aid box shall contain the following equipments:

1. 12 small sterilized dressings.
 2. 6 small size sterilized dressings.
 3. 6 large size sterilized dressings.
 4. 6 large size sterilized burn dressings.
 5. 6 (15 gms.) packets sterilized cotton wool.
 6. 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.
 7. 1 (60 ml.) bottle containing salvolatile having the does and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/ Government of India.
 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- ii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- iii) Nothing except the prescribed contents shall be kept in the First-aid box.
- iv) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- v) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
- vi) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

Delhi Development Authority

- vii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

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

5. WASHING FACILITIES

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

6. LATRINES AND URINALS

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

Delhi Development Authority

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
 - b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- v) There shall be at least one urinal for male workers upto 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
 - b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- viii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

Delhi Development Authority

- ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. **PROVISION OF SHELTER DURING REST**

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

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

8. **CRECHES**

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

9. **CANTEENS**

- i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labours

Delhi Development Authority

numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

- ii) The canteen shall be maintained by the contractor in an efficient manner.
- iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.

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

- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft.) per diner to be accommodated as prescribed in sub-Rule 9.
- xi)
 - a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
 - b) Washing places for women shall be separate and screened to secure privacy.
- xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- xiii)
 - a)
 - 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.

Delhi Development Authority

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- b)
 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
 2. A service counter, if provided, shall have top of smooth and impervious material.
1. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
 - xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
 - xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
 - xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely :
 - a) The rent of land and building
 - c) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - d) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - e) The water charges and other charges incurred for lighting and ventilation.
 - f) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
 - xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. **ANTI-MALARIAL PRECAUTIONS**

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

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

12. **AMENDMENTS**

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

Contractor's Labour Regulations

1. **SHORT TITLE**

These regulations may be called the Contractors Labour Regulations.

2. **DEFINITIONS**

- i) **Workman** means any person employed by DDA or its contractor directly or indirectly through a sub-contractor with or without the knowledge of the DDA to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :
 - b) Who is employed mainly in a managerial or administrative capacity:
or
 - c) Who, being employed in a supervisory capacity drawn wages exceeding five hundred rupees per month or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or.
 - d) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.
- ii) **Fair Wages** means wages whether for time or piecework fixed and notified under the provisions of the Minimum Wages Act from time to time.
- iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a sub-contractor.
- iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

- 3. i) Normally working hours of an adult employee should not exceed 9 hours a

Delhi Development Authority

day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- iii)
 - a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
 - b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the Wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
 - c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. **DISPLAY OF NOTICE REGARDING WAGES ETC.**

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

5. **PAYMENT OF WAGES**

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such

Delhi Development Authority

persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be a certificate under his signature at the end of the entries in the "Register of Wages" or the "wage-cum-Muster Roll" as the case may be in the following form :

"Certified that the amount shown in column No.----- has been paid to the workman concerned in my presence on ----- at -----.

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- i) The wages of a worker shall be paid to him without any deduction of any kind except the following :

Delhi Development Authority

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

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

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

7. LABOUR RECORDS

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

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X).
- vi) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (F&A) rules 1971 (Appendix-XII).

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

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

8. **ATTENDANCE CARD-CUM-WAGE SLIP**

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

9. **EMPLOYMENT CARD**

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

10. **SERVICE CERTIFICATE**

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

11. PRESERVATION OF LABOUR RECORDS EMPLOYMENT CARD

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

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

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

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by :
 - a) An officer of a registered trade union of which he is a member.

Delhi Development Authority

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

16. **INSPECTION OF BOOKS AND SLIPS**

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

17. **SUBMISSION OF RETURNS**

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

18. **AMENDMENTS**

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

REGISTER OF MATERNITY BENEFITS

Name _____ and _____ address _____ of _____ the _____ contractor

Name _____ and _____ location _____ of _____ the _____ work

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

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

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

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

Name and address of the contractor -----

Name and location of the work -----

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

Labour Board

Name and work -----

Name ----- of ----- Contractor

Address ----- of ----- Contractor

Name and address of DDA Division -----

Name of DDA. Labour Officer -----

Address of DDA Labour Officer -----

Name of Labour Enforcement Officer -----

Address of Labour Enforcement Officer -----

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

Weekly ----- holiday

Wage period -----

Date of payment of wages -----

Working hours -----

Rest interval

Name and address of contractor -----

Name and address of establishment under which contract is carried on

Nature and location of work -----

Name and address of Principal Employer -----

[illegible]

Delhi Development Authority

Appendix 'V'

Muster Roll

Name and address of contractor -----

Name	and	address	of	establishment	under	which	contract	is	carried	on

Nature and location of work -----

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

[illegible]

Delhi Development Authority

[illegible]

Appendix 'VI'

Register of wages

Name and address of contractor _____

Name and address of establishment under which contract is carried on

Nature and location of work -----

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

[illegible]

Delhi Development Authority

Appendix 'VII'

Wage Card No. -----

Wage Card

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

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

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

Rate of Wages -----

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

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

Delhi Development Authority

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

Signature

Wages Slip

Name and address of contractor -----

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

Nature and location of work -----

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

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

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

3. Rate of daily wages/ piece rate

4. Amount of overtime wages -----

5. Gross wages payable -----

6. Deduction, if any -----

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

Initials of the Contractor or his representative

Employment Card

Name and address of contractor -----

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

Name of work and location of work

Name and address of Principal Employer -----

1. Name of the workman -----

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

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

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

5. Wage _____ period _____

6. Tenure of employment

7. Remarks-----

Signature of Contractor

Service Certificate

Name and address of contractor -----

Name and location of work -----

Name and address of workman -----

Age or date of birth -----

Identification marks -----

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

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

Name and address of Principal Employer -----

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

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. Willful insubordination or disobediences, whether along or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of DDA.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.

Delhi Development Authority

7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the DDA or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.

Delhi Development Authority

15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Register of Fines

Name and address of contractor -----

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

Nature and location of work -----

Name _____ and _____ address _____ of _____ Principal Employer-----

[illegible]

Delhi Development Authority

Appendix 'XII'

Register of Deduction for Damage or Loss

Name and address of contractor

[illegible]

Nature and location of work

Name _____ and _____ address _____ of _____ Principal
Employer-----

[illegible]

Delhi Development Authority

[illegible]

Appendix 'XIII'

Register of Advances

[illegible]

Name _____ and _____ address _____ of _____ Principal
Employer-----

[illegible]

Delhi Development Authority

Appendix 'XIV'

Register of Overtime

Name	and	address	of	contractor
------	-----	---------	----	------------

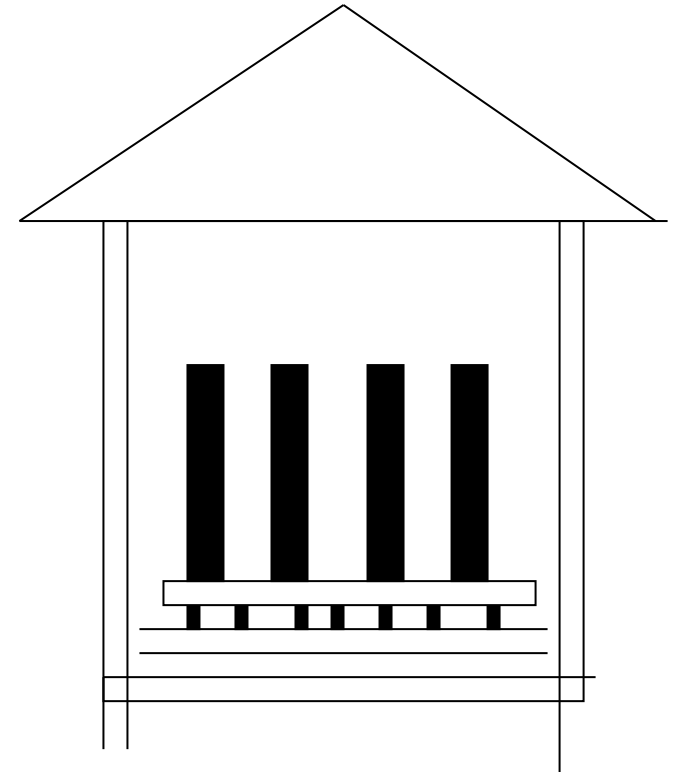
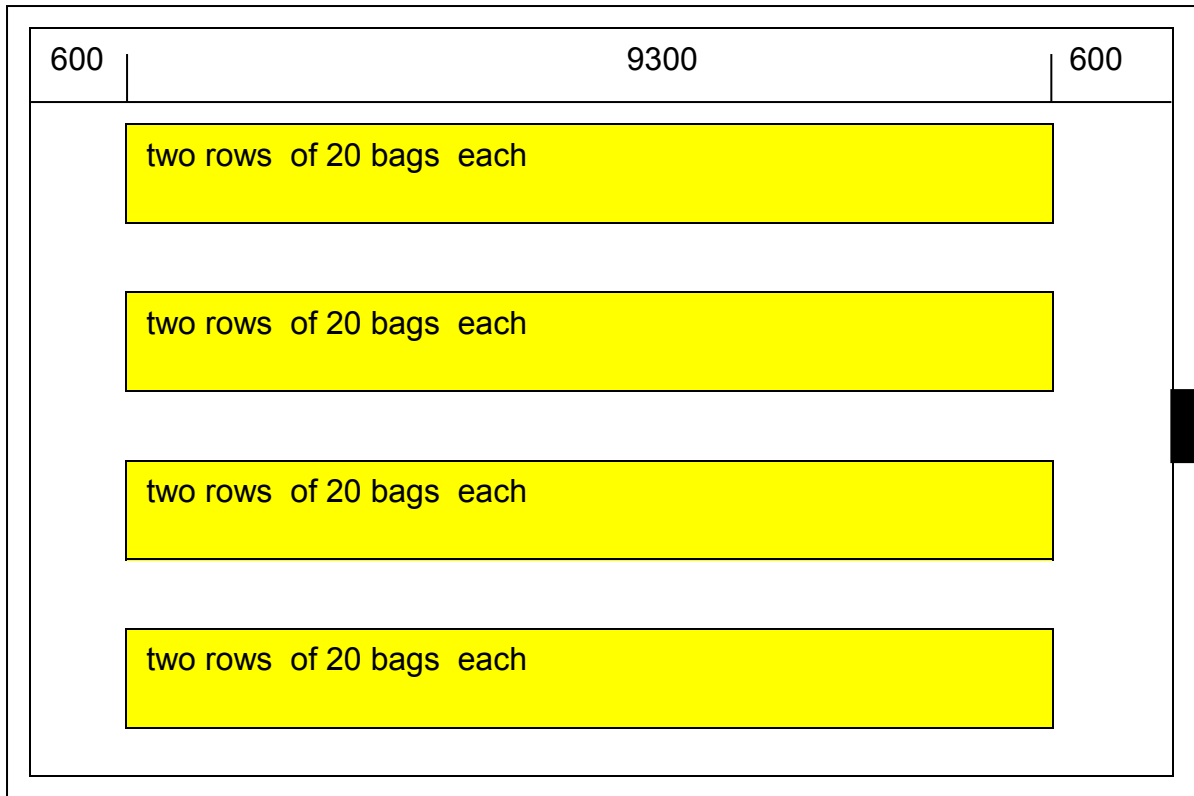
Name		and		address		of		establishment		in		under		which		contract		is		carried		on
------	--	-----	--	---------	--	----	--	---------------	--	----	--	-------	--	-------	--	----------	--	----	--	---------	--	----

Nature and location of work

Name _____ and _____ address _____ of _____ Principal Employer-----

[illegible]

SKETCH OF CEMENT GODOWN



Special Conditions

- 1.0 Rates quoted in all items of schedules shall be for all heights & depths even those for basement, ramps etc. unless specified otherwise. Nothing extra shall be paid on this account.
- 2.0 The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, and other inputs involved in the execution of the items.
- 3.0 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.
 - i) The contractor shall submit shop drawings of staging and Shuttering arrangement works for Approval of Engineer-in-charge.
 - ii) The contractor, through his engineers, shall ensure quality construction in a planned and time bound manner. Any sub-standard Material /work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-Charge.
- 4.0 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.
- 5.0 The Building work shall be carried out in the manner complying in all respects with the requirement of relevant byelaws of the local body under the jurisdiction of which the work is to be executed.
- 6.0 The work shall be carried out in such 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 other 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.
- 7.0 The contractor shall leave such recesses, holes, openings etc. as may be required for the electric, air-conditioning, fire-fighting and other related works for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be provided by the contractor without any extra cost to the department unless otherwise specifically mentioned and the contractor shall fix the same at the time of casting of concrete, stone work and brick works if required, and nothing extra shall be payable on this account unless other wise mentioned in the item/contract.

Delhi Development Authority

- 8.0 The contractor shall make his own arrangements for obtaining temporary electric connections and make necessary payments directly to the department concerned. The department will however make all reasonable recommendations to the authority concerned in this regard.
- 9.0 The contractor shall be responsible to arrange at his own cost all necessary tools and plants required for execution of this work. Tools, plant and machinery required shall be brought to the site to maintain the progress as per schedule of work and also as and when required by the Engineer-in-Charge and same shall not be removed without the consent of the Engineer-in-Charge. A list of minimum Plant & Equipment to be mobilized for the work be given by the contractor. Contractor may be required to mobilize any further equipment as per the requirement of work.
- 10.0 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.
- 11.0 The contractor or his authorized representative should always be available at the site of work to take instructions from Engineer in charge, and ensure proper execution of work.
- 12.0 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 such as shuttering, scaffolding and other related items.
- 13.0 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 is not to 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.
- 14.0 Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the materials like boulders, stone metals, 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.
- 15.0 The contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.

Delhi Development Authority

- 16.0 All items such as CC, RCC items etc. in basement up to plinth level, irrespective of its height shall be measured in the relevant item of work .
- 17.0 Contractor may be required to execute the work under foul condition and nothing extra for executing the work in foul condition is payable
- 18.0 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 environment and waterways. He shall make good at his own 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.
- 19.0 No payment will be made to the contractor for damage caused by rains, or other natural calamity or other unforeseen reasons during the execution of the works and no such claim on this account will be entertained by DDA.
- 20.0 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.
- 21.0 The surplus soil/earth, malba/unserviceable material shall be disposed off as per directions of Engineer-in-Charge for all lead and lift as indicated in the item.
- 22.0 Contractor shall submit the Engineer-in-charge on the 4th day of every month, a progress report of work done in previous month vis-a-vis target and programme for current month of the work. The progress of work shall be reviewed periodically by the Engineer-in charge with the contractor and shortfalls, if any, sorted out. The contractor shall thereupon take such action as may be necessary to bring back his work to schedule without additional cost to the department.
- 23.0 All materials which are specified to be tested at the manufacturer's works shall satisfactorily pass the tests in presence of the authorized representative of Engineer-in-charge before being allowed to be 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 at the agencies cost.

Delhi Development Authority

- 24.0 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).
- 25.0 The contractor shall carefully survey the site and identify the trees which are coming within the alignment of the building and also the trees which are required to be cut which may be falling within the space required for forming slopes/ benching, etc. for excavation of the basements and submit these details to the Engineer-in-Charge. The DDA shall arrange permission for cutting of trees from the competent authority and get them cut separately from other agency.
- 26.0 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 or any cause whatsoever. The water table is likely to rise during rainy season. In order to avoid possibility of basement floor getting uplifted/damaged due water pressure, the contractor shall lower the ground water table below the proposed foundation level by boring tube wells all around the proposed building using well point sinking method or any suitable method as approved by Engineer-in-charge. Sub soil water table shall be maintained at least 50 cm below the P.C.C. level during laying of P.C.C., water proofing treatment, laying of basement raft and beams including filling of earth/sand under the basement floor. The water table shall not be allowed to rise above base of raft level until completion of outer retaining walls including waterproofing of vertical surface of walls and back filling along the walls up to formation level and till adequate load is imposed from structure to resist uplift pressure. However, the contractor should inspect the site and make his own assessment about sub-soil water level likely to be encountered at the time of execution and quote his rates accordingly. Nothing extra on this account whatsoever shall be paid to him. The sequence of construction shall be got approved by the Engineer-in-charge.
- 27.0 Factory made materials shall be procured only from reputed manufacturers or their authorized dealers.
- 28.0 Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer-in-charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work; contractor should negotiate with concerned specialized agencies and send their names for approval to Engineer-in-charge. Any material procured without prior approval of Engineer-in-charge in writing is liable to be rejected. Engineer-in-charge reserves his right to get the materials tested in laboratories of his choice before final acceptance.
- 29.0 Before start of work, the contractor keeping in view that space available is limited, shall furnish a construction yard layout, specifying area for

construction, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, conveyers belt, etc. and seek formal approval of the Engineer-in-Charge. The contractor shall not stack building material/ malba on others land or road or on the land owned by any other authority and he shall face penal action as per the rules, regulation and bye-laws of the said body or authority. The Engineer-in-Charge shall be at liberty to recover the amount due but not paid to the concerned authorities on the above account from any amount due to the contractor including amount of the security deposit or retention money in respect of this contract or any other contract.

- 30.0 The agency shall provide at least one Computer system along with printer and operator with internet facility at DDA site office .In addition the tenderer shall provide one new project vehicle, with driver for exclusive use by DDA site officers for inspection and visit to various places for project related works round the clock i/c Sundays and holidays on an average 4000 Km per month shall be traveled distance for the project vehicle i/c running cost and maintenance cost. **Tenderers shall quote their rates accounting for above mentioned provisions for smooth execution of the project and nothing extra shall be paid on this account.**
- 31.0 The contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, marking, flags lights and flagman as necessary, at either end of the excavation/embankment and at such intermediate points, as directed by the Engineer-in-charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part.
- 32.0 A detailed program in the form of precedence network diagram is to be submitted to the Engineer-in-Charge within 15 days of commencement of work. The program chart should include the following:
- a) Descriptive note explaining sequence of various activities.
 - b) Network (PERT/CPM)
 - c) Programme for procurement of materials by the contractor.
 - d) Programme of mobilization of machinery/equipment.
 - e) Labour deployment schedule
 - f) Cash flow statement.

The programme chart will have to be updated fortnightly and submitted to the Engineer-in-Charge on fortnightly basis.

- 33.0 The submission for approval by the Engineer-in-Charge of detailed programs or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibility under the contract. This is without prejudice to the right of the Engineer-in-Charge to take action against contractor as per terms and condition of the agreement.

Delhi Development Authority

- 34.0 In order to adhere to the program, the work may have to be carried out in more than one shift and no claim on this account shall be entertained. Contractor will give advance notice in writing to Engineer-in-Charge for doing any work in odd hour.
- 35.0 Contractor shall be allowed 15 days for mobilization from the date of issue of letter of commencement for the work. During this period contractor will mobilize plant & equipment including testing and commissioning and complete other preliminaries like construction of site office approval of quarry, mix design, trial mix etc. The mix design and testing of trial mixes shall be done in any of the laboratories listed below for the approval of Engineer-in-Charge in consultation with design consultant.
- , IIT, CRRI, CERI, NCCBM
- 36.0 The contractor shall take average 10 photographs per month of 4"X8" of the work as directed by the Engineer-in-Charge and supply two sets each month with soft copy also. Nothing extra shall be payable to the contractor on this account.
- 37.0 Contractor shall also submit the names of water proofing tensile roofing, wooden flooring, aluminium external facad item and synthetic cushioned flooring specialised agencies along with information about their technical capabilities and list of similar works executed by the specialized agency in the past for the approval of Engineer-in-Charge well in time. The approved specialized agency for the item will have to execute a guarantee bond in prescribed Proforma enclosed as ANNEXURE-II for removing any defects for at least 5 years. Guarantee bond shall be signed by specialized agencies as approved by the Engineer-in-Charge and the contractor to meet their liability under the guarantee bond. However, the sole responsibility about the efficacy of these item shall rest with the main contractor.
- 38.0 **5% of the cost of item stated in pera 37 above shall be retained as additional security deposit in the form of Bank guarantee for five years and the Bank guarantee so withheld** would be released after five years from the date of completion of the entire work under the agreement. If the performance of the work done is found unsatisfactory and any defects noticed during the guarantee period, they shall be rectified by the contractor within seven days of receipt of intimation of defects in the work. If the defects pointed out are not attended to within the specified period, the same will be got done from another agency at the risk and cost of the contractor Bank guarantee shall be submitted on completion of specialized item.
- 39.0 Some restrictions may be imposed by the security staff/ Delhi police on the

Delhi Development Authority

working and for movement of labour, materials etc.

- i) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority.
- ii) The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- iii) No claim whatsoever will be entertained by the department on account of any, restrictions imposed by the security agencies in execution of work.

- 40.0 (i) wherever in the project specification or BOQ, only one brand name of an item/product is mentioned, the contractor shall be allowed to propose and use the item/product of equivalent or better/standard quality, in case of the same item/product is not available, subject to the approval of design consultant and Engineer-in-charge, without any additional cost.
- (ii)(a) Financial implications involved shall be considered and taken into account for affecting the recovery from the bill of the agency in the event of availing the option for using brand of material other than what has been specified, in case of its non-availability in the market.
 - (iii) The contractor shall submit photo state copy of the vouchers duly verified/attested by him for verification of actual purchase of any material whenever directed by the Engineer-in-charge.
 - (iv) Welding shall be in accordance with IS: 816-1969 code of practice (use of metal arc welding for general construction of mild steel)
 - (v) All shop drawings; gauge and templates for checking of fabrication shall be arranged by the contractor and be made available to the Engineer-in-charge.
 - (vi) Arrangement for Dye Penetration Tests at site shall be made by the contractor.
 - (vii) Decision for selection of brand by the Superintending Engineer will be binding on the contractor and no cost adjustment shall be allowed in any account and no claim on this account shall be entertained.
 - (viii) The price quoted for all the items shall be in Indian rupees and will not be subject to any fluctuation in the rate of U.S. dollar or any other relevant hard currency.

Delhi Development Authority

- (ix) The contractor shall have to submit material receipt/challan in support of the fact that the material has been imported from the International Manufacturers.
- (x) The rate shall include the cost of marking line with acrylic rubberized paint according to the norms laid down by Tennis/Squash/Badminton Federation.
- (xi) During the post installation warranty period, the contractor will depute at his own cost qualified personnel to inspect the said work at least once in every three months. If any defect occur contractor shall discharge his obligation.
- (xii) the event of any dispute or difference arising between DDA and the tenderer in any matter covered under this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of implementation of contract the same shall be limited to the jurisdiction of Delhi court.

41.0 Condition for Cement

1. Cement required for the work shall be procured by the contractor.
2. ACC, Ultra Tech J.P.Rewa, Shree cement, lakshmi cement, Vikram cement, Birla Jute, Gujarat Ambuja & Cement Corporation of India, Ordinary Portland cement of Grade-43 (conforming to IS:8112) shall be procured by the contractor. Supply of cement shall be taken in 50kg. bags bearing manufacturer's name, or his registered trademarks if any, week and year of manufacture and grade and type of cement as well as 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 result indicates that the cement arranged by the contractor does not conform to the relevant BIS codes the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from Engineer-in-Charge to do so. The cement can also be brought in drums & silos & weight shall be checked on the basis of total weight of the drum and the weight of empty drums. The packing of the cement bags shall be as per para No. 3.1.2.5 of revised CPWD specifications 2002 for cement mortar, cement concrete, RCC works (which supercedes the chapters 3, 4, & 5 of CPWD specification 1996 Vol-II).
3. The cement brought at site shall be fresh or not more than one month older from date of manufacture.

Delhi Development Authority

4. The cement shall be brought at site in bulk supply not less than 20 tonnes in a lot or as decided by the Engineer-in-charge.
5. Cement bags shall be stored in two separate godowns, one for tested cement and the other for fresh cement (under testing) constructed by the contractor at his own cost as per sketch enclosed having (size of 8600 mm x 10500 mm) minimum & minimum height of wall shall be 2400 mm for storage of capacity of 80 Tonnes with weather proof roofs and walls. The size of the cement godown is indicated in the sketch for guidance only. The actual size of godown shall be as per site requirements and as per the direction of the Engineer in charge and nothing extra shall be paid for the same. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Engineer-in-Charge or his authorized person and that of other lock with the authorized agent of the contractor at the site of work so that the cement is issued from godown according to the daily requirement with the knowledge of both the parties. The decision of the Engineer-in-charge regarding the capacity required/needed will be final. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed Performa and signed daily by the contractor or his authorized agent in token of its correctness. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
6. The cement shall be got tested by Engineer-in-Charge and shall be used on work only after test results (positive) have been received. The contractor shall supply free of charge the cement required for testing. **The testing charges shall be borne by the contractor.**
7. The actual procurement and consumption of cement on work shall be regulated and proper accounts maintained as directed by Engineer-in-Charge. No payment for excess consumption of cement will be allowed. However, for lesser consumption beyond permissible theoretical variation recovery shall be made in accordance with conditions of contract in **Schedule-F** without prejudice to action for acceptance of work/item at reduced rate or rejection as the case may be.
8. For non-schedule items, the decision of the Engineer in charge regarding theoretical quantity of cement, which should have been actually used, shall be final and binding on the contractor.

9. Cement brought to site and remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.
10. Damaged / test failed cement shall be removed from site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within three days of the receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.
11. The contractor may use cement after satisfactory test results for 7 days strength with the permission of Engineer-in-Charge. However the payment shall only be made after satisfactory test result for 28 days strength.

42.0 CONDITIONS FOR STEEL

1. Contractor shall procure steel required for the work from SAIL, TISCON and RINL. Thermo-Mechanically Treated Bars (TMT Bars) shall be used in all RCC works. TMT bars shall be of Fe-500 grade, IS-1786
2. The contractor shall have to obtain, and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week time from written orders from the Engineer-in-Charge to do so.
3. The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
4. For checking nominal mass, tensile strength bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

Size of bar	For consignment below 10 tonnes	For consignment above 10 tonnes
Under 10mm dia bars	Three samples for each 25 tonnes or part thereof	Three samples for each 10 tonnes or part thereof
10mm to 16mm dia bars	Three samples for each 5 tonnes or part thereof	Three samples for each 10 tonnes or part thereof
Over 16mm dia bars	Three samples for each 5 tonnes or part thereof	Three samples for each 10 tonnes or part thereof

The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. **The testing charges shall be borne by the contractor.**

5. The actual procurement and consumption of steel on work shall be regulated and proper accounts maintained as directed by Engineer-in-Charge.
6. Steel brought to site and steel remaining unused shall not be removed from the site without the written permission of the Engineer-in-Charge.

43.0 **CONDITION FOR READY MIXED CONCRETE**

For Ready Mixed Concrete (R.M.C.) in cement concrete & R.C.C. work, relevant para of IS-456-2000 & revised C.P.W.D. Specification 2002 with upto date correction slip & following special condition :-

- i). The Agency/contractor shall submit the approved design mix reports from at least three reputed manufactures of ready mix cement concrete.
The ready mixed design shall be got approved from any of the Institutes/Laboratories listed below.
.
IIT, CRRI, NCCBM
The Superintending Engineer shall approve the RMC plant.
- ii) ACC, Ultra Tech, J.P.Rewa, Lakshmi cement, Shree cement, Vikram cement, BirlaJute, Gujarat Ambuja & Cement Corporation of India, Ordinary Portland cement of Grade-43 (conforming to IS:8112) shall be used for concrete mix.
- iii) Fosroc, MBT, Sika, basf, CICO & Asian brands of Admixture/Plasticiser shall be used for concrete mix and no extra payment shall be made for use of Admixture/plasticizer

- iv) Concrete Mix shall not be handled twice at the site of work. Either concrete shall be pumped or through Chute or 0.50 cum bucket with crane arrangement for transportation shall be provided by the contractor for placing of concrete.
- v) RMC shall be transported to the site of work in transit mixer taking all the precaution as specified in relevant code
- vi) Computerized slip of the batching plant duly signed by the Plant In charge mentioning the date, time and quantity and Transit Mixer/ Transit Truck No. as well as name of work/agency shall be obtained along with each consignment.
- vii). Copy of agreement made by the contractor and the RMC supplier for the supply of RMC shall be given to the Engineer-in-charge by the contractor and Engineer-in-charge shall have the right to add any additional condition, if required therein.
- viii). The contractor will make necessary arrangements for casting of cement concrete cubes at site.
- ix) The contractor shall ensure that the Engineer-in-charge or his representative have the right to inspect the Manufacturing Unit of the RMC supplier as & when required, and the contractor make the all arrangements for such inspection at his own cost.

44.0 **Approval of Samples of Materials**

1. The contractor shall submit to the Engineer-in-Charge samples of all materials / to be used in the work for approval before bringing bulk supplies and before commencing the work. These approved samples shall be preserved and retained in the custody of the Engineer-in-Charge as standard of materials till the completion of the work. The cost of such samples shall be borne by the contractor and nothing shall be payable on this account.
2. Sub-standard Material / Work: In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-Charge and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-Charge at the risk and cost of the contractor without giving any further notice and time.

2. **Testing of Materials:**

- i). Despite of having I.S.I. mark on item of works proposed to be used in the work, authenticity of the quality of the said material is required to be got ascertained by getting it tested from approved lab by DDA or any other well registered test house as per the direction of Engineer-in-charge. The material shall be allowed to be used only after receiving the positive result.
- ii). The contractor shall arrange carrying out of all **tests required, at his own cost** from approved laboratory as indicated in the table

Delhi Development Authority

below. The site laboratory shall be equipped with all necessary equipment as per requirement of specification & as per direction of Engineer-in-Charge. A list of laboratory equipment to be maintained by the contractor is enclosed as **Annexure-III**. The contractor shall ensure and certify the calibration of equipment installed and shall maintain the same in working order through out the period of construction. The contractor shall also provide necessary trained staff for carrying out all tests. All test at site shall be carried out under the supervision of Engineer-in-Charge / Third party Quality Assurance Agency.

1) Test of which no facility available at site lab.	<p>i) 75% of the test to be conducted in Govt. lab likes DDA, PWD, CPWD, NTH, IIT, CRRI, CERI, NCCBM, RTC&FRI Dehradun.</p> <p>ii) 25% of the test to be conducted in other approved lab like Sri Ram Institute, Delhi Test House, Spectro Analytical Lab, Star wire (India) Ltd., AE'S Laboratories (P) Ltd. , Sun Beam Auto Ltd. Testing R&D Centre as decided by Engineer-in-Charge</p>
2) Test for which facilities are available at site lab.	<p>i) 75% of the test to be conducted test at site</p> <p>ii) 25% of the test to be conducted in other labs like PWD, CPWD, NTH, IIT, CRRI, CERI, NCCBM, RTC, FRI Dehradun, .Shri Ram Institute, Delhi Test House, Spactro Analytical Lab, Star wire (India) Ltd., AE'S Laboratories (P) Ltd. , Sun Beam Auto Ltd. Testing R&D Centre as decided by Engineer-in-Charge</p>

The **testing charges** for these tests inclusive of cost of sample, packing of sample, cartage etc. **shall be borne by the contractor**

- iii) Calibration of all testing equipments installed in the laboratory shall be carried out periodically as per the recommendations by manufacturer or any relevant publication.
- 45.0 Any cement slurry added over base surface for better bond is considered to have been included in the item (unless otherwise specifically stated) and nothing extra shall be payable on this the account.

46.0 Insurance

a) Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury caused in any manner including natural calamities, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the DDA proper Contract. All Risk Insurance Policy for an amount 1.25 times the contract amount for this work, with DDA as the first beneficiary. The insurance shall be obtained in joint names of DDA and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Department from any liability during the execution of the work. Further, he shall obtain and submit to the DDA, a third party insurance policy for maximum Rs.10 lakh for each accident, with the DDA as the first beneficiary. The insurance shall be obtained in joint names of DDA and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that similar Insurance Policies are also taken by his Sub-Contractors/ specialized agencies. The Contractor shall however be responsible, to the Department, for any claim or loss resulting from the failure of his Sub-Contractors/ specialized agencies in obtaining such Insurance Policies. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the Department giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the DDA. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts).

b) The onus of responsibility regarding personal of all litigations whatsoever cropped up at site during the course of execution of work wherein loss of life, injury or any kind of damage is inclusive, lies on the shoulders of the agency. The supervisory staff deputed on behalf of DDA will not be held responsible for the perusal of such events explained above.

47.0 In case of the difference in rate quoted in different sub-head for similar items, the lowest quoted rate shall be payable.

Delhi Development Authority

- 48.0 The contractor shall keep the record of initial levels and final levels of all low lying areas duly acknowledged by Engineer-in-Charge.
- 49.0 Only machine cut reinforcement bars and other structural members shall be used at site for which nothing extra shall be paid on this account.
- 50.0 Agency should quote rates after inspecting the samples of materials to be used in the work place, placed in the office of Executive Engineer, Commonwealth Games Division No.6, DDA

51.0 Security measures to be adopted by the agency/ Contractor at construction site for which no claim shall be entertained by the department.

1. Access Control- General.

- (i) Works area to be secured through effective perimeter wall/fencing/ barricading as approved by Engineer-in-charge.
- (ii) Adequate lighting along perimeter.
- (iii) Adequate security covers to all the entry/ exit points to the works area.
- (iv) Patrolling along perimeter to ensure that foreign materials are not unauthorizedly inducted inside the work area.

2. Access control of personnel

- (i) No access by unauthorized persons.
- (ii) Contractors, officials and labourers to have photo identity cards.
- (iii) Search and frisking of persons at the time of entrance/ exit.
- (iv) General security vetting of labourers.
- (v) Security covers to the labour in all respect.

3. Access control of material

- (i) All materials including construction materials entering the works area should be scanned and vetted to ensure that arms/ explosives/ IEDs do not find access.
- (ii) All the vehicles entering the works area to be scanned for arms/ explosives/ IEDs.
- (iii) Regular periodic sanitization of the works area against explosives to be done through manual check, electronic check and sniffer-dogs.

Note:- No extra payment shall be made to the agency for providing aforesaid security checks in accordance with latest guide line issued by Govt. of India from time to time

52.0 CONDITIONS FOR ENVIRONMENT IMPROVEMENT ASSESSMENT

1. During construction period, mobile toilets and mobile STP shall be used instead of septic tanks
2. All required sanitary and hygienic measures should be place before starting construction activities and to be maintained throughout the construction phase.
3. A First Aid Room will be provided in the project both during construction and operation of the project.
4. Adequate drinking water and sanitary facilities should be provided for construction workers. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.
5. Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not reach into the ground water.
6. The diesel generator sets to be used during construction phase should be low sulphur diesel type and should conform to E(P) rules prescribed for air and noise emission standards.
7. Vehicles hired for bringing construction material to the site should be in good condition and should conform to applicable air and noise emission standards and should be operated only during non-peak hours
8. Ready mixed concrete must be used in building construction.
9. Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.
10. Adequate measures to reduce air and noise pollution during construction keeping in mind CPCB norms on noise limits.
11. The solid waste generated should be properly collected & segregated before disposal to the City Municipal Facility. The In-vessel bioconversion technique should be used for composting the organic waste.

12. Any hazardous waste including biomedical waste should be disposed of as per applicable Rules & norms with necessary approvals of the Delhi Pollution Control Committee.
13. Traffic congestion near the entry and exit points from the road adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.

53.0 Conditions For Working in ASI AREA

NOT APPLICABLE

54.0 RESPONSIBILITIES OF CONSTRUCTION AGENCY TOWARD THIRD PARTY QUALITY ASSURANCE AGENCY

- 1 The Construction agency is responsible for developing, presenting, implementing and supplementing, a quality control procedure to ensure that all aspects of work meet the standards set forth in the specifications and is of acceptable quality. The Construction agency is totally responsible for quality throughout and is to take all necessary measures to ensure quality by adopting correct construction practices to produce the end products of acceptable quality.
- 2 The Construction agency is to ensure that all actions are taken to build in quality Assurance in the planning and execution of works in all stages.
- 3 As mentioned above, the construction agency is to establish a field laboratory to conduct all quality control tests. The agency will ensure that the laboratory is manned by adequately qualified and trained staff. The construction agency is also to make sure that all his testing equipments are calibrated as per manufacture's specifications.
- 4 The Construction agency is to collect all raw and processed samples of all materials jointly with DDA/TPIA for testing & seek approval of the DDA/TPIA prior to use. The works performed by Construction agency shall be accepted as per the terms of the contract.
- 5 The Construction agency shall make all necessary arrangement for sampling of materials and testing by TPIA/DDA. The cost of all testing shall be borne by construction agency

55.0 RESPONSIBILITIES OF THIRD PARTY QUALITY ASSURANCE AGENCY TO BE APPOINTED BY DDA.

The periodic testing and inspection responsibilities by TPIA shall be as under:-

- i) TPIA will study the general and technical specifications of the contract documents and construction drawings of the Project of various components.
- ii) TPIA will review the Quality Assurance Programme including inspection & test plan and formats etc. prepared and submitted by construction agency.
- iii) TPIA will assist DDA for approval of sources of various construction materials.
- iv) TPIA will conduct quality control test on input materials and construction activities and convey the comments on reports to construction agency under intimation to DDA. Various tests procedures and quality inspection to be adopted by TPIA for the project works shall comply with the provisions of technical requirements prescribed in the work contract for the project.
- v) All such tests, for which facility is available at the field laboratory established by the construction agency, shall be carried out in the laboratory. The construction agency shall provide necessary assistance to TPIA for collecting and testing of samples.
- vi) The TPIA shall be well equipped with the latest testing instruments for Non-destructive tests, if any, for which the cost of testing shall be borne by the TPIA.

56) Special Conditions

- i) Labour cess shall to be deducted as per Govt. orders enforced from time to time.
- ii) Labour has to be deployed by the agency in two shift to ensure the completion of entire work within stipulated time. No labour camp will be allowed with in work premises. Arrangement for transportation has to be made by agency from labour camp(out side works area) to work site and vice versa. Nothing extra shall be paid on account of transpiration of labour to the agency.
- iii) Extra watch & ward to be provided by agency to control the theft & safety of labour including providing informatory sign boards, traffic rule

Delhi Development Authority

- boards and proper barricading of premises of work site have to be done. All arrangement would also satisfied the requirement of local police, traffic police as well as I.B. Officials. Nothing extra will be paid to agency on account of implementation of these arrangements on work site and surroundings.
- iv) Non schedule items of work having nomenclature which is not enough to execute the item may be read with project specification and manufacturer specification as well as according to direction of Engineer-in-charge for execution of particular item of work. Nomenclature given in schedule of quantity may be treated as indicative and not exhaustive.
 - v) Any doubt/ clarification may be raised during pre bid meeting and no claim will be entertained later on.
 - vi) The Engineer in charge reserves the right to get the ISI marked material (proposed to be used by the agency) tested from the approved lab of DDA or any other well reputed test house, and all the testing charges shall be borne by the agency / contractor.
 - vii) The agency shall hand over all such documents like approval obtained from competent authority during the course of execution at site of work prior to handing over the physical possession of completed work executed by him complete in all manners whatsoever.
 - viii) Documentary proof shall be kept in the record by the agency to ascertain the facts of status prior to taking up / starting of the work and after completing the work as desired by the Engineer-in-charge.

SECTION 15

tenderers for major component will quote rates for various items of minor components of work also. The lowest tenderers would be decided based on quoted rates in respect of all the schedules attached in tender documents. It will be obligatory on the part of the main contractor to sign the tender documents for all the components.

- (3) The Department will lay down eligibility criteria for agencies responsible for execution of minor components of works. Agencies to be engaged by the main contractor shall have to fulfill the laid down criteria. In case the main contractor himself meets the required eligibility criteria as laid down by the Department for any minor component(s) of work, he shall be allowed to execute the same after due verification etc.
- (4) The main contractor will give detailed execution programme of the work which will form part of his agreement with the department. He will indicate in the programme, the time/stage of the work when the agencies of minor components of works will be deployed by him.
- (5) Acceptance of the tender shall be done by the PM/Zonal CE and conveyed by the EE incharge of major component of the work on behalf of the President of India. After the work is awarded, the main contractor will have to enter into agreement consisting of complete scope of work including minor components of the work, with EE of major component. Further separate tripartite agreements for each minor components shall be entered into by main contractor, with EE of respective discipline and the agency engaged by him for minor components.
- (6) Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the EE of the discipline of minor component directly to the agency engaged by main contractor. However payment beyond 80% tendered amount of the minor component shall be made only to the main contractor by EE of the discipline of minor component.
- (7) If the main contractor fails to associate agency/agencies for execution of minor components of work within prescribed time or furnishes incomplete details or furnishes details of ineligible agencies even after the tenderer is given due opportunity, the entire scope of such component of works shall be withdrawn from the tender and the same shall be got executed by the Engineer-in-Charge at the risk and cost of the main contractor.
- (8) In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-Charge of main agreement. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- (9) Supervision of various components of works will be carried out by concerned wings of the department under the overall coordination of the PM/Zonal CE.
- (10) Final bill of whole work shall be finalized and paid by the EE of major component. Other EEs/DD(H) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite work.
- (11) SE of the concerned discipline will be competent authority for deciding reduced rates, if any. Date of completion of all components of work will be same. Levy of compensation under Clause 2 as well as fair and reasonable extension of time will be granted by the SE incharge of the major component in consultation with SE of concerned minor discipline and on receipt of required information in this regard from EE of major discipline as well as concerned minor discipline.
- (12) Same milestones shall be applicable for all components of work. The agencies of minor components will ensure that their components of the work are executed in time without giving any chance for slippage of milestones of the project. The amount to be withheld under Clause 5 of the contract will be decided by the EE of the main discipline only and not by other EEs. In the event of not achieving the necessary milestones as assessed from milestone bar chart, specified percentage of the tendered value of work will be withheld for failure of each milestone.
- (13) Arbitration case shall be handled by the EE of the major discipline along with the support of the minor discipline.

- (6) Clause 12 of the General Condition of Contract provides for specifying of deviation limits for various works. Such deviation limits are to be specified in Schedule "F" annexed to the Form, and shall form part of tender documents. For maintaining uniformity in works carried out by the department, following deviation limits shall be stipulated by the authorities approving the NIT's for operation of Clause 12 of the Form unless there are specific reasons to adopt different deviation limits for a particular work:
- (i) For original works
 - (a) Superstructure.....30%
 - (b) Foundation.....100%
 - (ii) For original works of time bound, urgent and emergency nature
 - (a) Superstructure.....50%
 - (b) Foundation.....100%
 - (iii) All maintenance works.....50%
- (7) The agreement Forms CPWD 7 and 8 contain general conditions of contract for works in CPWD and shall be applicable both for item rate as well as percentage rate tenders.
- (8) For work not covering under the purview of composite tendering, tenders for electrical, and building works (including sanitary and water supply works) must be invited concurrently, or at an appropriate stage when they are required to be commenced. Where it is not possible to do so due to some reasons, the fact should be intimated to the Superintending Engineer and Chief Engineer concerned explaining the reasons for delay.

15.2 Invitation of tenders for component parts

- (1) Para 2.5.3 of this Manual may be referred to for splitting of the sanctioned project/work into packages for the purpose of accord of technical sanction.
- (2) In cases where the main work has been completed and there is some residual work forming part of the big project remaining to be done, the tenders for such residual part need not be sent to the higher authorities, and may be decided by the Executive Engineer if the amount of such work is not more than Rs. 50,000/-.

15.3 Composite tenders

System of composite tendering shall be followed for all the works where sanctioned amount is above Rs ten crores. However, ADG of the region may lower this limit on case to case basis for recorded reasons.

Apart from civil & horticulture works, following components shall also be included.

1. Internal EI
2. Compound lighting
3. Street lighting
4. Low Pressure side of air conditioning system
5. Wet riser system
6. Fire detection (Alarm system)
7. Fire fighting system.

Further inclusion or exclusion of various elements of works, however can be made by regional ADG with recorded reasons.

Steps to be followed are given here as under:-

- (1) The Department will fix only one agency i.e. the main contractor for the work who will be responsible for execution of entire work. This contractor will be fixed by inviting tenders under two/three envelopes system as described under para 16.12 of the manual.
- (2) The NIT will include schedule for major component of work as well as schedule for each of minor component of work. Schedules for minor components of the work will be supplied by technical sanctioning authority of the discipline well in time to be included in the main tender. The eligible

ANNEXURE-I

BANK GUARANTEE BOND FOR EMD

Whereas_____ (hereinafter called "The Contractor(s)") wish to purchase the Tender for (Name of work)_____ and having agreed for submission of irrevocable bank guarantee for Rs. _____ as part of earnest money as per terms of letter inviting tender we_____ (hereinafter called "The Bank") hereby undertake to pay the DDA (hereinafter called "The DDA") an amount not exceeding Rs _____ for which payment will and truly to be made to the said Delhi Development Authority on demand.

The conditions of the obligation are:

1). We.....do hereby undertake to pay the amounts due (indicate the name of the Bank)

and payable under this Guarantee without any demure, merely on a demand from the Delhi development authority 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)

2). We, the said bank further undertake to pay to the Delhi Development Authority 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

3). If the Contractor(s) withdraws its Tender during the period of Tender validity specified in the Tender Form for the above work including duly extended validity period.

Delhi Development Authority

4). If the Contractor(s) having been notified of the acceptance of its Tender by the Delhi Development Authority during the period of Tender validity or extended validity period.

(a) Fails or refuses to execute the Contract agreement

(b) Fails or refuses to furnish Performance Guarantee in accordance with the conditions of Tender document.

5). This guarantee will not be discharged due to the change in the constitution of the Bank

Or the contractor(s)

6). Welastly undertake not to revoke this guarantee (Indicate the name of the bank) except with the previous consent of the Delhi Development Authority in writing. and shall remain valid up to 240 days (Two Hundred and forty days) from the date of issue of this guarantee. If any further extension of this guarantee is required, the same shall be entered to such required period on requiring the instructions from the Delhi Development Authority.

WE undertake to pay to the Delhi Development Authority up to the above amount upon receipt of its first written demand, without the Delhi development Authority having to substantiate its demand, provided that in its demand, the Delhi development Authority will note that the amount claimed by it is due to it owing to the occurrence of one or all of the above conditions, specifying the occurred condition or conditions.

**Signature of the
Bank**

Signature of the Witness

Name of Witness

Address of Witness

ANNEXURE-II

GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION OF WORK IN RESPECT OF WATER PROOFING, TENSILE ROOFING, WOODEN FLOORING, ALUMINIUM EXTERNAL FACAD ITEMS AND SYNTHETIC CUSHIONED FLOORING WORKS

The agreement made this _____ day of _____ two thousand one between _____ son of _____ (Hereinafter called the Guarantor of the one part) and the Delhi Development Authority (DDA) (Hereinafter called the Delhi Development Authority of the other part).

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated _____ and made between the GUARANTOR ON THE ONE PART AND the DDA on the other part, whereby the contractor inter alia, undertook to render the building and structures in the said contract recited completely water and leak proof.

NOW THE GUARANTOR hereby guarantees that items executed by them will render the structures completely leak proof and the minimum life shall be five years to be reckoned from the date of completion / handing over.

Provided that the guarantor will not be responsible for damage caused by earthquake, any other natural calamity, misuse or alteration.

- a) The decision of the Engineer-in-Charge with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found the same may be rectified/replace to the satisfaction of the Engineer-in-Charge at his cost. guarantor shall commence the work for such rectification within seven days from the date of issue of the notice from Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the DDA by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if guarantor fails to execute the required rectification or commits breach there under; then the guarantor will indemnify the Principal and his successors against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the DDA, the decision of the Engineer-in-Charge will be final and binding on the parties

Annexure-III

The field laboratory shall have following equipments:

LIST OF EQUIPMENT IN SITE TESTING LABORATORY

A. Coarse Aggregates

1. Trays
2. Thickness Gauge
3. Length Gauge
4. Balance (more than 3 Kg capacity) with 0.1 % accuracy
5. Oven (100 to 110 °C Capacity)
6. Wire Basket of lesser than 6.3 mm mesh,
7. A stout water container
8. Two dry soft absorbent cloths each not less than 75 x 45 cm.
9. A shallow tray not less than 650 cm²
10. An airtight container
11. Cylindrical metal measure of 11.5 cm ϕ , 18 cm height
12. 15 cm ϕ open-ended steel cylinder, with plunger and base plate
13. Cylindrical Tamping Rod of 16mm ϕ , 60 cm length and rounded at one end
14. Compressive Testing Machine capable of applying a load of 40 T
15. Sieve Shaker

B. Fine Aggregates

1. Trays
2. Fine mesh, wire cloth sieves of size 3.35 mm, 2.36mm, 1.18mm, 600 μ , 300 μ , 150 μ , 75 μ
3. Balance (more than 3 Kg capacity) with 0.1 % accuracy
4. Oven (100 to 110 °C Capacity)
5. Soft Brush
6. Wire Basket of lesser than 6.3 mm mesh,
7. A stout water container
8. Two dry soft absorbent cloths each not less than 75 x 45 cm.
9. A shallow tray not less than 650 cm²
10. An airtight container
11. Pycnometer
12. Means of warm air
13. Filter Papers
14. Funnel
15. Cylindrical metal measure of 3, 15 and 30 l capacity
16. Cylindrical Tamping Rod of 16mm ϕ , 60 cm length and rounded at one end
17. Flask of glass or non corrosive metal
18. 1000 ml measuring cylinder
19. Sieve Shaker
20. Moisture meter

C. Water

1. Specialised Testing Kits for testing Chlorides and Sulphates
2. pH testing Strips
3. Titration Equipment with Pipette
4. R.O.System

D. Cement

1. Vicat Apparatus
2. Le Chatelier Test Apparatus
3. Vibrating Machine
4. Cube Moulds of 50 mm/75mm size
5. Standard Weights
6. Balance (for a load of 1000g \pm 1g)
7. Water Bath
8. Gauging Trowel
9. Planetary Mixer
10. Flow Table
11. Tamping Rod
12. Pocking Rod
13. Graduated Glass Cylinder (150 to 200 ml capacity)
14. Standard Sand

E. Concrete

1. Cube Testing Machine
2. 150 mm size Cube moulds
3. Water Bath
4. Vernier Caliper
5. Micrometer
6. Weighing Balance
7. Tamping steel Bar 16mm in diameter, 0.6 m length and bullet pointed at the lower end.
8. Slump Cone

F. Plasticizer

1. Cube Testing Machine
2. 150 mm size Cube moulds
3. Water Bath

Delhi Development Authority

4. Vernier Caliper
 5. Micrometer
 6. Weighing Balance
 7. Tamping steel Bar 16mm in diameter, 0.6 m length and bullet pointed at the lower end
 8. Slump Cone
 9. Container with mixing arrangement
- G.** Any other instrument/equipment as desired by the Engineer-in-charge for site testing of materials.
- Calibration certificates of all the equipments required to be submitted at the time of installation.

Annexure-IV

**Form of Performance Security (Guarantee)
Bank Guarantee Bond**

1. In consideration of the DDA (hereinafter called "The Delhi Development Authority") having offered to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called "the said Contractor(s)") for the work ----- (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 condition in the said agreement.

We, ----- (hereinafter referred as "the Bank") hereby undertake to

(indicate the name of the Bank)

pay to the DDA an amount not exceeding Rs.----- (Rupees ----- only) on demand by the DDA.

2. We, ----- do hereby undertake to pay the amounts due and
(indicate the name of the Bank)
payable under this guarantee without any demure, merely on a demand from the DDA 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, the said bank further undertake to pay the DDA 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, ----- further agree that the guarantee herein contained shall
(indicate the name of the Bank)

Delhi Development Authority

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 DDA 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 DDA certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, ----- further agree with the University that the DDA
(indicate the name of the Bank)
shall have the fullest liberty without our consent and without affecting in any manner our obligation 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 DDA against the said contractor(s) and to forbear 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 DDA or any indulgence by the DDA to the said Contractor(s) or by any such matter or 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, ----- lastly undertake not to revoke this guarantee except
(indicate the name of the Bank)
with the previous consent of the DDA in writing.
8. This guarantee shall be valid upto ----- unless extended on demand by the DDA. 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 the Bank)

INTEGRITY PACT

Between

Delhi Development Authority (DDA) hereinafter referred to as “ The Principal”

And

.....hereinafter referred to as “The Bidder/contractor”

Preamble

The Principal intends to award under laid down organization procedures contracts forThe Principal values full compliance with all relevant laws of the land rules regulations economic use of resources and of fairness/transparency in its relations with its Bidder(s) and or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and tile execution of the contract for Compliance with the principles mentioned above.

Section 1- Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles;-

- a) No employee of the Principal personally or through family members will in connection with tender for or the execution of a contract, demand take a promise for or accept for self or third person any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the lender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its

employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action

Section 2- Commitments of the Bidder(s)/ Contractors(s)

- (1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s) Contractor(s) will not directly or through any other person or firm offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. This applies in particular to prices, specifications, certifications subsidiary contract submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the building process.
 - c. The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act further the Bidder(s) Contractor(s) will not use improperly for purposes of competition or personal gain or pass on to others any information or document provided by the Principal as part of the business relationship regarding plans technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further as mentioned in the Guidelines all the payments made to Indian agent representative have to be in Indian rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure-A.
 - e. The Bidders/Contractor(s) will when presenting his bid disclose any and all payments he had made or is committed or so intends to make to agents brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidders(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section-2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the terms and condition of the contract document.

Section 4- Compensation for Damage.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit Bid Security.
- (2) If the Principal has terminated the contract according to Section-3 or if the Principal is entitled to terminate the contract according to Section-3, the Principal Shall be entitled to demand and recover from the Contractor liquidated damages or the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (3) if the Bidder makes in correct statement on this subject, he can be disqualified from the tender process or action can be taken as per terms and conditions of the contract document.
- (7) If the Monitor has reported to the Vice-Chairman, DDA, a substantiated suspicion of an offence under relevant IPC/PC Act and the Vice Chairman DDA has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word "Monitor" would include both singular and plural

Section 6- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded.

If any claim is made lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/determined by Vice-chairman, DDA.

Section 7- Other Provision

- (1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made:
- (3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid the remainder of this agreement remains valid, In this case the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)

Delhi Development Authority

.....

Annexure – VI

GUIDELINE FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 Agents for all global (open) tender and limited tender must make disclosures as enumerated at Sl. No.2 below.

1.1 Agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the principal to agent before entering into contract with DDA.

1.2 Wherever the Indian repetitive have communicated on behalf of their Principals and the foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer a written declaration to this effect should be submitted by the party (i.e. principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENCY'S/REPRESENTATIVE IN INDIA. IF ANY.

2.1 Tenderers of Foreign Nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agency representative in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company it shall be confirmed whether it is real substantial company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representative in India.

2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/representatives in India, may be paid by DDA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indication their nationality as well as their status. i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

Delhi Development Authority

- 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission, remuneration, if any reserved for the Tenderer in the quoted price(s) may be paid by DDA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.