

NOTICE INVITING TENDERS



DELHI DEVELOPMENT AUTHORITY

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| NIT No. | : 79/EE/ELD-7/DDA/2012-13 |
| Name of Work | : M/o Pump set at various places under North Zone |
| SH | : A / R/M/O of Booster Pump set Submersible pump set and D.G. set at 940 Janta houses in Sector A-6, pkt. 7, Narela. |
| Estimate Cost | : ₹. 3,57,904.00 |
| Earnest Money | : ₹. 7,158.00 |
| Cost of Tender | : ₹. 500.00 + 5 % DVAT |
| Tender Processing Fee | : ₹. 562.00 |
| Time Allowed | : 12 (Twelve) Months |
| Last Date & time of submission / uploading of tender | : 18.02.2013 upto 3:00 PM |
| Period during which EMD, Cost of Tender Document, E-Tender processing Fee and other Documents shall be Submitted | : 20.02.2013 upto 3:00 PM |
| Time & date of Opening of tender | : 23.02.2013 upto 3:30 PM |

-sd/-

**Executive Engineer (Elect.)-7
Delhi Development Authority**

For Specialized Works

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Executive Engineer, Electrical Division -7 on behalf of Delhi Development Authority invites online Item rate tenders from approved and eligible contractors of DDA, CPWD and those of enlisted contractors of appropriate class of M.E.S., BSNL, Railway and specialized firms (strike out as the case may be) dealing with E/M works for the following work:-

| | | |
|--|---|---|
| NIT No. | : | 79/EE/ELD-7/DDA/2012-13 |
| Name of Work SH: | : | M/o Pump set at various places under North Zone. A / R/M/O of Booster Pump set Submersible pump set and D.G. set at 940 Janta houses in Sector A-6, pkt. 7, Narela |
| Estimated Cost put to tender | : | Rs. 3,57,904.00 |
| Earnest Money | : | Rs. 7,158.00 |
| Period of Completion | : | 12 (Twelve) Months |
| Date of Commencement of e-tender | : | 18.02.2013 upto 3:00 PM |
| Last date & time of requisition of application of e-tender | : | 18.02.2013 upto 3:00 PM |
| Late date & time for scanning & uploading of EMD, Cost of Tender Document & other Documents | : | 18.02.2013 upto 3:00 PM |
| Period during which | : | 20.02.2013 upto 3:00 PM |

| | | |
|---|---|-------------------------|
| UTR of RTGS/NEFT against EMD, cost of tender document & bank guarantee & other documents shall be submitted to Ex.Engineer | | |
| Date of Pre-Bid | : | |
| Last date & time for submission of e-tender | | 18.02.2013 upto 3:00 PM |
| Time & date of Opening of tender. | : | 23.02.2013 upto 3:30 PM |

- 1 The contractor who fulfill the following requirement shall be eligible to apply.

The annual financial turn over (gross) in the similar nature of work in one of the preceding three financial years shall not be less than 100% of the estimated (gross) value of the work (duly audited by Chartered Accountant) on annualized basis (depending upon the time allowed for completion i.e. total estimated value divided by time of completion.

The satisfactory completion of similar nature / class of at least

- (i) One work of 80% of the estimated cost OR
- (ii) Two works of 60% of the estimated cost OR
- (iii) Three works of 40% of the estimated cost of the proposed work in the Central / State Govt. Public Sector Undertaking / Govt. autonomous bodies during the last seven years.

2. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from website www.tenderwizard.com/DDA or www.dda.org.in free of cost.

3. The enlistment of the contractors should be valid on the last date of submission of tenders. In case only the last date of submission of

tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.

4. Those contractors not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must have valid class-II digital signature to submit the bid.
5. Earnest money and cost of tender share deposited through RTGS/NEFT in the account of Sr. A.O. CAU North Zone /DDA having account No. S.B. Account No. 0637000100356153 with PNB, Ashok Vihar Branch (IFSC Code No. PUNB0063700). the unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the e-tendering system by the prescribed date. The Executive Engineer /ELD-7 will get tender cost/earnest money verified from CAU based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.
6. A part of earnest money is acceptable in the form of bank guarantee also. Earnest Money upto Rs.20.00lacs will have to be deposited through RTGS/NEFT mode. If the amount of E.M. is more than Rs. 20.00 lacs then the amount of E.M. beyond Rs. 20.00 lacs can be deposited in the form of Bank Guarantee also. Such Bank guarantee is to be scanned and uploaded to the e-tendering website within the period so tender submission. Earnest money and cost of tender have to be deposited through separate transactions.
 - i) Cost of Tender Document Rs. 500.00 + 5% DVAT.(to be deposited through RTGS/NEFT in the account of the Sr. A.O.(CAU)North Zone/DDA
 - ii) E-tendering Processing Fee Rs. 562.00 (to be deposited through E-Mode to ITI Limited in favour of M/s. ITI Limited payable at Delhi.)
7. The unique transaction reference of RTGS/NEFT against EMD Cost of Tender Document and
Bank Guarantee shall be placed in single sealed envelope superscripted as Earnest Money.
Cost of Tender Documents with name of work and due date of opening

of the bid mentioned thereon and will submit to tender opening Authority i.e. EE/ELD-7 by 20.02.2013 upto 3:00 PM

8. Copy of certificate of work experience, Audited Balance Sheet, Bank Solvency Certificate and other documents mentioned above shall be scanned and uploaded

to the e-tendering website within the period of tender submission and certified copy of each shall be deposited in a separate envelope marked as “Eligibility Documents”.

9. Both the envelopes shall be placed in another envelope with due mention of Name of work, Date & time of opening of tenders and to be submitted in the office of Executive Engineer/ ELD-7 during the period mentioned above.
10. Online tender documents submitted by intending bidders shall be opened only of those bidders, whose UTR of RTGS/NIFT against Earnest Money Deposit, Cost of Tender Document and other documents placed in the envelope are found in order.

List of Documents to be “scanned and uploaded” within the period of tender submission:

- i) UTR of RTGS/NEFT against E&MD, cost of tender documents, and bank guarantee.
- ii) Enlistment Order of the Contractor.
- iii) Certificate of work experience
- iv) Audited Balance Sheet
- v) Bank Solvency Certificate
- vi) Any other document specified in the press notice
- vii) Affidavit as per provisions of clause 4 of CPWD-6
- viii) Certificate of Registration for Sales Tax / VAT and Service Tax and acknowledgement of up to date filed return if required.

ITEM RATE TENDER AND CONTRACT FORM

(for specialized works)

Tender for the work of

Name of Work:-M/o Pump set at various places under North Zone.
[SH: A / R/M/O of Booster Pump set Submersible pump set and D.G. set at 940 Janta houses in Sector A-6, pkt. 7, Narela

- i) To be submitted through E-Tendering up to 3.00 pm on 20.02.2013 to Executive Engineer, Electrical Division-7.
- ii) To be opened through E-Tendering at 3.30 pm on 23.02.2013 by the Executive Engineer, Electrical Division-7.

T E N D E R

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

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

We agree to keep the tender open for ninety (90) days from the due date of its opening / Ninety days from the date of opening of financial bid (strike out as the case may be) and not to make any modifications in its terms & conditions.

A sum of **Rs. 7,158.00** deposited in the account of Sr. A.O. (CAU)/NZ DDA is hereby forwarded in the form of UTR of RTGS/NEFT/bank guarantee beyond 20 lacs issued by a scheduled bank as earnest money if I/We, fail to furnish the prescribed performance guarantee

within prescribed period, I/We agree that the said DDA or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified. I/We agree that DDA or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be 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 tender form.

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

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

Signature of witness
contactor

Name:
Address:

Signature of

Name:
Address:

Occupation:

A C C E P T A N C E

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

_____)

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

- i)
- ii)
- iii)

Authority

For & on behalf of Delhi Development

Signature _____
Designation: Executive Engineer
Division_____*

NOTICE INVITING TENDER

(E-TENDERING MODE)

Item rate tenders are invited on behalf of Delhi Development Authority from approved and eligible contractors of DDA & CPWD and those of appropriate list of MES, BSNL, Railway and specialized firms (strike out as the case may be) dealing with E/M works for the following work:-

Name of Work:-M/o Pump set at various places under North Zone.

[SH: A / R/M/O of Booster Pump set Submersible pump set and D.G. set at 940 Janta houses in Sector A-6, pkt. 7, Narela.]

1. The enlistment of the contractors should be valid on the last date of submission of tenders. In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.
2. The work is estimated to cost **Rs.3,57,904.00**. This estimate, however, is given merely as rough guide.
3. Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

Criteria of eligibility for submission of tender documents.

The annual financial turn over (gross) in the similar nature of work in one of the preceding three financial years shall not be less than 100% of the estimated (gross) value of the work (duly audited by Chartered Accountant) on annualized basis (depending upon the time allowed for completion i.e. total estimated value divided by time of completion.

The satisfactory completion of similar nature / class of at least

- (i) One work of 80% of the estimated cost OR
 - (ii) Two works of 60% of the estimated cost OR
 - (iii) Three works of 40% of the estimated cost of the proposed work in the Central / State Govt. Public Sector Undertaking / Govt. autonomous bodies during the last seven years.
4. To become eligible for issue of tender, the tenderers to furnish an affidavit as under:

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

5. Agreement shall be drawn with successful tenderer on prescribed form attached. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
6. The time allowed for carrying out the work will be 6 months from the date of start as defined in Schedule F or from the first date of handing over the site, Which ever is later, in accordance with the phasing, if any, indicated in the tender documents.
7. The site for the work is available or as specified in additional conditions attached.
8. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except standard general conditions of contract form can be seen from website www.tenderwizard.com/DDA or www.dda.org.in
9. Earnest money and cost of tender share deposited through RTGS/NEFT in the account of Sr. A.O. CAU North Zone /DDA having account No. S.B. Account No. 0637000100356153 with PNB, Ashok Vihar Branch (IFSC Code No. PUNB0063700). the unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the e-tendering system by the prescribed date. The Executive Engineer /ELD-7 will get tender cost/earnest money verified from CAU based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.
A part of earnest money is acceptable in the form of bank guarantee also. Earnest Money upto Rs.20.00lacs will have to be deposited through RTGS/NEFT mode. If the amount of E.M. is more than Rs.20.00lacs then the amount of E.M. beyond Rs.,20.00lacs can be deposited in the form of Bank Guarantee also. Such Bank guarantee is to be scanned and uploaded to the e-tendering website within the period so tender submission. Earnest money and cost of tender have to

be deposited through separate transactions.

- i) Cost of Tender Document Rs. 500.00 + 5% DVAT.(to be deposited through RTGS/NEFT in the account of the Sr. A.O.(CAU) North Zone/DDA
- ii) E-tendering Processing Fee Rs. 562.00 (to be deposited through E-Mode to ITI Limited in favour of M/s. ITI Limited payable at Delhi.)

The unique transaction reference of RTGS/NEFT against EMD Cost of Tender Document and Bank Guarantee shall be placed in single sealed envelope superscripted as Earnest Money. Cost of Tender Documents with name of work and due date of opening of the bid mentioned thereon and will submit to tender opening Authority i.e. EE/ELD-9/DDA by 20.02.2013

Copy of Enlistment Order and certificate of work experience as required shall be scanned and uploaded to the e-tendering website within the period of tender submission and certified copy of each shall be deposited in a separate envelop marked as, "Other Documents".

Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of Executive Engineer /ELD-7 during the period mentioned above.

Online tender documents submitted by intending bidders shall be opened only of those bidders, whose UTR of RTGS/NIFT against Earnest Money Deposit, Cost of Tender Document and other documents placed in the envelope are found in order.

The bid submitted shall be opened at 03:30 pm on 23.02.2013.

- 10 The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5 % (Five percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000) or Government securities or fixed Deposit Receipts or Guarantee Bonds of

- any Scheduled bank or the State Bank of India in accordance with the prescribed form.
- 11 Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc will be issued to him by the government and local conditions and other factors having a bearing on the execution of the work.
 - 12 The competent authority on behalf of DDA does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected
 - 13 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
 - 14 The competent authority on behalf of DDA reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

- 15 The contractor shall not be permitted to tender for works in the DDA Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Gazetted officer in DDA or in the Ministry of Urban development. Any breach of this condition by the contractor would render him liable to be removed from approved list of contractors of this department.
- 16 No Engineer of Gazetted rank or other Gazetted officer employed in engineering or Administrative duties in an Engineering department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found anytime to be such a person who had not obtained the permission of the DDA as aforesaid before submission of the tender or engagement in the contractor's service.
- 17 The tender for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of tender/ninety days from the date of opening of financial bid(strike out as the case may be). If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of tender which are not acceptable to the department, then the DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re tendering process of the work.
- 18 This 'Notice Inviting Tender' shall form part of the contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :-

- a) The Notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard NIT Form 8 or other Standard DDA Form as mentioned.
- 19 In case any discrepancy is noticed between the document as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

GENERAL RULES AND DIRECTIONS

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

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the Schedule of Quantities, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works which they refer, written on the envelopes.
- 4A Deleted
- 4B Deleted
5. The officer inviting tender or his duly authorized representatives will open tenders and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall be thereupon be given to the contractor who shall thereupon for the purpose of identification of copies of the specifications and other documents mentioned in Rule-1 In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be

- responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is uploaded. If a form is uploaded on website without having been so filled in and incomplete, he shall request the officer to have this done before he completes his tender.
 9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderer(s) shall return all the drawings given to them.
 10. In the case of Item Rate Tenders only rates quoted shall be considered. Any tender containing percentage below/ above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
 - 10A Deleted
 11. In the case of any tender where unit rate of any item/ items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
 12. All rates shall be filled in tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
 - 12A Deleted
 - 13(i) The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (five percent) of the tendered amount within the period specified scheduled F. This guarantee shall be in the form of cash (in case guarantee amount is less than ₹10,000/-) or deposit at call received of any scheduled bank/Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/pay order of any scheduled any bank (in case guarantee amount than ₹1,00,000/-) or Govt. securities fixed deposit receipts or guarantee bonds of any scheduled bank or the state Bank of India in accordance with the prescribed form.
 - (ii) The contractor whose tender is accepted will also be required to furnish by way of security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of work. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of the tenders, will be treated as part of the security deposit. The security deposit will also be accepted in cash or in the shape of government securities. Fixed deposit receipt of a Scheduled bank or

State Bank of India will also be accepted for this purpose provided conformity advice is enclosed.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
15. Sales-Tax / VAT (Except Service Tax) 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. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.

LABOUR CESS:

- (a) Cess under the provision of Building and Other Construction Workers (RE & CS) Act 1996 and the Building and Other Construction Workers Welfare Cess Act 1996 @ 1% of the cost of Construction/Project shall be deducted at source from the bill paid to the Contractor. DDA shall not bear any liability on account of cess being deducted and reimbursed to GNCTD in pursuance of Building and Other Construction Workers Welfare Cess Act, 1996 read with Delhi Building and Other Construction Workers (RE & CS.) Rules, 2002.
 - (b) TDS @ 2% of total payment will be recovered under Delhi Value Added Tax Act 2004.
16. The contractor shall give a list of both gazetted and non-gazetted DDA employees related to him.
 17. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves have/ have tendered or who may has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
 18. The tender for composite work includes ,in addition to building work, all other works such as sanitary and water supply installations, electrical work ,horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
 19. The contractor shall submit list of works which are in hand (progress) in the following form:-

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

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

CONDITIONS OF CONTRACT

Definitions

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

3. **Scope and Performance**
Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
6. **Works to be carried out**
The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
7. **Sufficiency of Tender**
The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
8. **Discrepancies and Adjustment of Errors**
The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
 - 8.1 In the case of discrepancy between the Schedule of Quantities, Specifications, and/or the Drawings, the following order of preference shall be observed:
 - i) Description of schedule of quantities.
 - ii) Particular specification and Special Condition, if any.
 - iii) Drawings.
 - iv) CPWD Specifications.
 - v) Indian Standard Specifications of B.I.S
 - 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
 - 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
9. **Signing of Contract**
The successful tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:
 - i) The letter inviting tender, all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - ii) Standard tender document as mentioned in Schedule 'F' consisting of:

- a) Various Standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
 - b) Safety Code
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed by DDA or its contractors.
 - d) Contractors labour regulations.
 - e) List of Acts and omissions for which fines can be imposed.
- iii) No payment for work done will be made unless contract is signed by the contractor.

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 performance Guarantee to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of cash (in case guarantee amount is less than RS. 10,000/-) or Deposit at call receipt of any scheduled bank or banker cheque of any scheduled bank/ Demand Draft of any scheduled bank/ Pay order of any scheduled bank (in case guarantee amount is less than RS. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the 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 up to 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 (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 update 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 cash or 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

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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 tender will be treated as 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 condition that amount of such bank guarantee, except last one, shall not be less than RS.5 lakh. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of Clause 2 and Clause 5.

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 Authority specified in Schedule F (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.

- | | | |
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| i) | Compensation for delay of work | @ 1.5% per month of delay to be computed on per day basis |
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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. Withholding 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'.

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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 fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
- 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 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 adjust 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 materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-charge.
When the contractor has made himself liable under any of the case aforesaid, the engineer in charge on behalf of 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 determine as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchases 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.

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 program 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
- 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) Deleted
- vii) Deleted
- 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 Authority as indicated in Schedule 'F' 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 to the Authority as mentioned in schedule 'F'. 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 as indicated 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 authority as indicated in schedule 'F' 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 authority as indicated in schedule 'F' and this shall be binding on the contractor.

CLAUSE 6

Measurements of Work Done

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

All measurements of all items having financial value shall be entered in Measurement book and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by Engineer-in-charge or his authorized representative and by the contractor or his authorized representative from time to time, during the progress of the work and such measurements shall be signed and dated by Engineer-in-charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurement is suspended by the Engineer-in-charge or his representative, the Engineer-in-charge and the department shall not entertain any claim from contractor for any loss or damage on his account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative have been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-charge or his representative shall be deemed to be accepted by the contractor.

The contractor shall without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

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, the a mutually agreed method shall be followed.

The contractor shall give, not less than seven days' notice to the Engineer-in-charge or his authorized representative in charge of work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of 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 authorized representative in charge of work who shall within the aforesaid period of seven days inspect the work , and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-charge's consent being obtained in writing, the same shall be uncovered at the contractors expense, or in default 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 authorized representative may cause either themselves or through another officer of the department to check the measurement recorded jointly or otherwise as aforesaid 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 recording of measurements of any item of work in the measurement book and/ or its payment in the interim on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

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 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 program fixed in consultation with Engineering-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections 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 authorized 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

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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 measurements.

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 authorized 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 authorized 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 authorized 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.

CLAUSE 7

Payment on Intermediate Certificate to be regarded as Advances

No payment shall be made for work, estimated to cost ` Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over ` Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payments/adjustment of advances for the material collected, if any, since the last payment is less than the amount specified in schedule 'F', in which case the interim bill shall be prepared on the appointment 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 10th working day after the day of presentation of bill by the Contractor to Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the department, or dismantled materials, if any. In case of works outside the headquarters of Engineer-in-charge, the period of 10 working days will be extended to fifteen working days.

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

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C____
OW____
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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 up to the level in question make interim advance payments without detailed measurements for work done (other than foundation, items to be covered under finishing items) up to lintel level (including sunshade etc) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

Payments in Composite Contracts:

In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component the case may be.

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, color 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 with

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 : Deleted as not applicable

CLAUSE 8C : Deleted as not applicable

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 specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Assistant Engineer, complete with account of materials issued by the department and dismantled materials.

- (i) If the Tendered Value of work is up to Rs.15 lakhs : months
- (ii) If the Tendered Value of work exceeds Rs. 15 lakhs : months

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 :

Materials which DDA will supply are shown in Schedule 'B' which also stipulates the quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalize the program for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased program of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of contract and value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items if work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit, along with every running bill (on account or interim bill), material-wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in Clause 42 at any stage of work if reconciliation is not found to be satisfactory.

The Contractor shall bear the cost of getting the material issued loading, transporting to site, unloading, storing under cover as required, cutting, assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the Contract and (or the CPWD code) all stores, materials so supplied to the Contractor or procured with the assistance of the Delhi Development Authority, shall remain the absolute property of Delhi Development Authority and the Contractor shall be the trustee of the store, materials and the said store, material shall not be removed/disposed of from the site of the work on any account and shall be all times open to the inspection by the Engineer-in –charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in a good condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall required but in case it is decided not to take back the stores/materials the Contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials the Contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in- charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the Contractor, however shall be at prevailing market rate not exceed the amount charged to him excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the Contractor shall in addition to throwing himself open to account of contravention of the terms of the licenses or permit and/or criminal breach of trust, be liable to Delhi Development Authority for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach, provided that the Contractor shall in no case be entitled to any compensation or damage on the account of the delay in supply or non supply there of all or any such materials and stores. Provided further that the Contractor shall be bound to execute the entire work if the materials are supplied by the DDA with in the original schedule time for the completion of the work plus 50% there of or schedule time plus 6 months whichever is more if the time of the completion exceed 12 months but if a part of the materials only has been supplied with in the aforesaid period, then the Contractor shall be bound to do so much of the work as may be possible with the materials and the stores supplied in the aforesaid period. For the completion of the rest of the work, Contractor shall be entitled to such extension of the times as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the Contractor.

The contractor shall see that only the required quantities of material are used. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at the place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

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.

The contractor shall, at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

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 up to 90% 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 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. Engineer-in-charge; 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 up to 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 work (excluding the materials covered under Clause 10CA and 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

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coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax/VAT) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under Clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and / or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any charges in sales tax/vat, Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material 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 or 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 material and / or wages as prevailing at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of material and / or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply.

For this purpose, the labour component of the work executed any during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period & the increase/decrease in labour shall be considered on the minimum daily wages in respect of any unskilled adult male majdoor, fixed under any law/statutory rule or order.

CLAUSE 10CA :

Payment due to variation in prices of materials after receipt of tender.

If after submission of the tender, the prices of materials specified in Schedule 'F' increase/decreases beyond the price(s) prevailing at that time of the last stipulated date for 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 variations shall be effected for stipulated period of contract including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2.

However for work done/ during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase/decrease in prices of cement, steel reinforcement and structural steel shall be determined by the Price Indices issued by the Director General (Works), CPWD. For other items provided in the Schedule F, this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor To Govt. of India, Ministry of Commerce and Industry and base price for cement, steel reinforcement and structural steel as issued under the authority of Director General (Works) CPWD applicable for Delhi as issued under the authority of zonal Chief engineer, DDA and base price of other materials issued by concerned zonal engineer as indicated in Schedule F as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule F shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material.

$$V = PxQx \frac{CI-Clo}{Clo}$$

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C ____
OW ____
D ____

Where,

V : Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

P : Base Price of material as issued under the authority of DG(W), CPWD or concerned Zonal Chief Engineer as indicated in Schedule F valid at the time of the last stipulated date of receipts of tender including extensions, if any.

Q : Quantity of material brought at site for bonafide use in the works since previous bill.

Clo : Price Index for cement, steel reinforcement bars and structural steel as issued by the DG(W), CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any. For other items, if any, provided in Schedule F, All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, ministry Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

CI : Price Index for cement, steel reinforcement bars and structural steel as issued under the authority of DG(W), CPWD for period under consideration. For other items, if any, provided in Schedule F, All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce

NOTE:

(i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

Provided always that provisions of the preceding clause 10C shall not be applicable in respect of Materials covered in this Clause.

(ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

CLAUSE 10CC: Deleted as not applicable

CLAUSE 10D

Dismantled Material a DDA Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as DDA property and such materials shall be disposed off to the best advantage of DDA according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 10E: Deleted as not applicable

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

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

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

12.2 Deviation, Extra Items and Pricing

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

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following Para.

Deviation, Substituted Items, Pricing

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

Deviation, Deviated Quantities, Pricing

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

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration and reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

- 12.4 The contractor shall send to the Engineer-in-Charge once every three months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Engineer in Charge may authorize consideration of such claims on merits.
- 12.5 For the purpose of operation of Schedule F, the following works shall be treated as works relating to foundation unless and otherwise defined in the contract:
- i) For buildings: All works up to 1.2 meters above ground level or up to floor 1 level which is lower.
 - ii) For abutments, piers and well staining: All works up to 1.2m above the bed level.
 - iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures: All works up to 1.2 meters above the ground level.
 - iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2metres above the ground level.
 - v) For basement: All works up to 1.2m above ground level or up to floor 1 level which is lower.
 - vi) For Roads: All items of excavation and filling including treatment of sub base.
 - vii) For water supply lines, sewer lines, underground storm water drains and similar works : All items of work below ground level except items of pipe work and masonry work.
 - viii) For open storm water drains: All items of work except lining of drains.
- 12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filling tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

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.

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

Carrying out part work at risk & cost of contractor

If Contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge : or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specific in the notice given in writing in that behalf by Engineer- in-Charge.

The Engineer-in-Charge without invoking action under Clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- a) Take possession of the site and any materials, constructional plant, implements, stores etc., thereon; and/or
- b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy

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available to Government in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all the contractors' unused materials constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of work or the performance of the contract.

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 Measure including non-allotment of such materials by controlling authorities, acts of God, 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 subordinates in charge of the work and all the superior officers, Officers from Quality Assurance Cell of DDA or any organization engaged by the DDA for Quality assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-Charge or his authorized subordinates in-charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of organization engaged by the department for Quality Assurance or to Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within twelve months (six months in case of work costing ₹10 lakhs and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified

In whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

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 (six months in the case of works costing RS. 10 lakhs and below except road work) after the issue of the certificate final or

otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

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 specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage there for to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or 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 of 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 Govt. from time to time for the protection of health and sanitary arrangements for workers employed by DDA & its 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

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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

- 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 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 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-authorizedly 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 No.F.12(1)142/11/MW/LAB/2023, dated 26.07.2011 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 labours employed by him on the work.
- 2) their working hours
- 3) the wages paid to them
- 4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- 5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to 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 Govt. 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 up to and including the day of delivery and 4 weeks following that day,
 - ii) in the case of miscarriage – up to 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 gives 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.
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 appendix-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 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 labours 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 gobri on both sides. The floor may be kutcha but plastered with mud gobri 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 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 sludge 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. In respect of maintenance / repair of renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony / blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by 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 a levy up to 5% of tendered value of work may be imposed by the SE whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

CLAUSE 19K

Employment of skilled/semi skill worker

The contractor shall, at all stages of work, deploy skilled/semiskilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/National Academy of Construction, CIDC or any similar reputed and recognized Institute mandated/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failures 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.

Provided always, that the provisions of this clause shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

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 officer or person in the employ of Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the DDA shall have power to adopt the course specified in Clause 3 hereof in the interest of DDA and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

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

CLAUSE 23

Changes in firm's Constitution to be intimated

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

CLAUSE 24

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.

A____
C____
OW____
D____

CLAUSE 25

Settlement of Disputes & Arbitration

(A) 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 Superintending Engineer in writing for written instruction or decision. Thereupon the Superintending engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision appeal to the Chief Engineer 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 chief Engineer shall give his decision within 30 days of receipt of the Contractor's Appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Engineer Member 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 who shall be a technical person having the knowledge and experience of the trade, appointed by the Engineer Member, DDA. It will be no objection to any such appointment that the arbitrator so appointed is a DDA employee that he had to deal with the matter to which the contract relates and that in the course of his duties as DDA employee, he has expressed his views in all or any of the matter in dispute of difference. 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 Chief Engineer of the appeal.

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

- (B) The Decision of the Superintending Engineer regarding the quantum of reduction as well as justification thereof in respect of rates for sub standard work which may be decided to be accepted will be final and could not be open to Arbitration.

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 there from, provided that the contractor shall not be liable to indemnify the DDA if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

Lump sum Provisions in Tender

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

CLAUSE 28

Action where no Specifications are specified

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

CLAUSE 29

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 Engineer-in-charge of the government or any contracting person through the Engineer-in-charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum 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 Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or 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-Deleted

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 31ADeleted.....

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

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

CLAUSE 34

Hire of Plant & Machinery

- i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (herein after referred as T & P) required for execution of the work, except for plant and Machinery listed in schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T & P on hire from the T & P available with DDA over and above the T & P stipulated for the issue, DDA will, if such item is available, hire it to the contractor at the rates to be agreed upon between him and the Engineer-in-charge. In such case, all the conditions hereunder for issue of T & P shall be applicable to such T & P as is agreed to be issued.
- ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and Machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of the plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole

- judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his program of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.
 - iv) The hire charges shall be recovered at the rates decided by the Engineer in charge from and inclusive the date the plant and machinery made over up to and inclusive of the date of return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holiday and Sunday) for bringing the Plants in order. The Contractor shall immediately intimate in writing to the Engineer-in-Charge when any Plant or Machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the Plant and Machinery. Based on this if the break down occurs before lunch, the period of major break down will be computed considering half a day's break down on the day of complaint. If the break down occurs in the post lunch period, the period of major break down will be computed starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final & binding on the Contractor.
 - v) The hire charges are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.
 - vi) Hire Charges will include service of operating staff required and supply of lubricating oil and stores for cleaning purpose. Power fuel of approved type e.g. fireworks and Kerosene oil, for running the Plant & Machinery and also the full time chowkidar for guarding the Plant and Machinery against any loss or damage, shall be arranged by the Contractor who shall be fully responsible for the safeguard and security of Plants and Machinery. The Contractor shall on or before the supply of Plant & Machinery signed an Agreement indemnifying the Department against any loss caused to the Plant & Machinery either during transit or at the site of work.
 - vii) Ordinarily no Plant and Machinery shall work for more than 8 hours a day inclusive of hour lunch break. In case of a urgent work, however the Engineer-in-Charge may, at his directions, allow the Plant and Machinery to worked for more than normal period of 8 hours a day In that case the hourly hire charges for over time to be borne by the Contractor shall be 50% more than the normal proportionate hourly charges ($1/8^{\text{th}}$ of the daily charges) subject to a minimum of half day's normal charges on any particulars day for working out hire-charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
 - viii) The Contractor shall release the Plant and Machinery every seventh day for periodical servicing and / or wash out, which may take about three to four hour or more. Hire charges for full day/shall be recovered from the Contractor for the day of servicing / wash out irrespective of the period employed in servicing.
 - ix) The Plant and Machinery once issued to Contractor shall not be returned by him on account of lack of arrangements of labour and materials etc on his part, the same will be returned only when they require major repairs or when in the opinion of the Engineer-in-Charge the work or a portion for which the same was issued is completed.
 - x) Log book for recording the hour of daily work for each of the Plant and Machinery supplied to the Contractor will be maintained by the Department and will be countersigned by the Contractor or his authorized agent daily. In case Contractor contests the correctness of the entries and /or failing to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log book, and will be binding on the Contractor. Recovery on account of hire charge, for road roller shall be made for the minimum numbers of days worked out on the assumption, that a roller can consolidate per day and maximum quantity of material or area of surfacing as noted against in the annexed statement(see attached annexure) .
 - xi) In the case of concrete mixers, Contractor shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.

- a. In case rollers for consolidation are employed by the Contractor himself, the log book for such roller shall be maintained in the same manner as is done in case of Departmental rollers, maximum quantity of any items to be consolidated for each roller day's shall also be same as in annexure to clause 34 (x). For less use of roller, recovery or the less roller days shall be made at the stipulated issue rate.
- xii) The contractor shall be responsible to return the Plant and Machinery in the same condition in which it was handed over to him and he shall be responsible for all damages caused to the said Plant and Machinery at the site of work or elsewhere when in operation or otherwise or during including damages to or loss of parts and for all losses due to this failure to return the same soon after completion of work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- xiii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of work provided DDA plant and machinery in question have, in fact, remained idle with the contractor because of the suspension.
- xiv) In the event of the contractor not requiring any item of plant and machinery issued by DDA though not stipulated for issue in Schedule 'C' anytime after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 35

Condition relating to use of asphaltting materials

- (i) The Contractor undertakes to make arrangements for the supervision of the works by the firms supplying the tar or bitumen used.
- (ii) The Contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of material in actual execution for reason other than authorized changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and material returned to the Contractors. Although the material are hypothecated to D.D.A. the Contractors under takes the responsibility for their proper watch, safe custody and protection against all risk. The material shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.
- (iii) The Contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work. The Security Deposit relating to an asphaltting work shall be refunded after the expiry of 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 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 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 / VAT (**except Service Tax**), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and DDA shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
- 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 State Government, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the DDA and it will have the right and be entitled to recover the amount paid in the 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 (**except Service Tax**) payable under respective statutes. However, if any further Tax or Levy or Cess is imposed by Statues, 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/Cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (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 shall also 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 or Cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

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) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an office any capacity between the grades of superintending Engineer and Junior Engineer(both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the DDA or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in DDA for any breach of this condition.

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

CLAUSE 41

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

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

CLAUSE 42

Return of material & recovery for excess material issued

- i) After completion of work and also at any stage in the event of non-reconciliation of materials issued, consumed and in balance – (see clause 10), theoretical quantity of materials issued by DDA for use in the work shall be calculated on the basis and method given here under:-
 - a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for consumption of cement or bitumen are not available in the above mentioned schedule/ statement or cannot be derived from same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
 - b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized laps, chairs etc plus 3 % wastage due to cutting into pieces, such theoretical quantity being determined and compared with actual issues each diameter wise, section wise and categories separately.
 - c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5 % for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10 %), such determination & comparison being made diameter wise & categories.
 - d) For any other material as per actual requirement.
- ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in schedule 'F'. The difference in the net quantities of the material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of the written notice by the Engineer-in-Charge to this effect shall be recovered at the rates specified in schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final and binding on the contractor.

For non scheduled items, the decision of Superintending Engineer regarding theoretical quantities of materials which should have been actually used shall be final and binding on the contractor.
- iii) The said action under this clause is without prejudice to the right of the DDA to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

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 up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional officer up to Rs.5,000/- and by the Superintending Engineer 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 the 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 Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 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 1/4 to 1 (1.4 horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3m. (10ft.) in length. For longer ladder, this width should be increased at least ¼" for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of 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.
6. Excavation and Trenching – All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition – Before any demolition work is commenced and also during the progress of the work.
 - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure

proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.

- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
- iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :
 - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher office.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapor proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing 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 extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard is an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :
 - a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- 9. An additional clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product contained lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
 - i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of DDA
 - viii) DDA may require, when necessary medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
 - i) a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by

adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned
- 12. Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
- 16. Notwithstanding the above clauses from 1 to 15 there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

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

1. **APPLICATION**

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

2. **DEFINITION**

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

3. **FIRST-AID FACILITIES**

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

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

a) For work places in which the number of contract labour employed does not exceed 50
Each first-aid box shall contain the following equipments:

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

b) For work places in which the number of contract labour exceed 50
Each first-aid box shall contain the following equipments:

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

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

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

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

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

4. **DRINKING WATER**

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

5. **WASHING FACILITIES**

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

6. **LATRINES AND URINALS**

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

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.
- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting 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 up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.
- vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

- b) Latrines and urinals other than those connected with a flush sewage system

shall comply with the requirements of the Public Health Authorities.

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

7. **PROVISION OF SHELTER DURING REST**

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

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

8. **CRECHES**

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

9. **CANTEENS**

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

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

- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 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.
- a(2) The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- b(1) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
- b(2) A service counter, if provided, shall have top of smooth and impervious material.
- b(3) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No losses and shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:
 - a) The rent of land and building
 - b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - d) The water charges and other charges incurred for lighting and ventilation.
 - e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 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 from an integral part of the contracts.

12. **AMENDMENTS**

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

CONTRACTOR'S LABOUR REGULATIONS

1. **SHORT TITLE**

These regulations may be called the Contractors Labour Regulations.

2. **DEFINITIONS**

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

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

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual

wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. **PAYMENT OF WAGES**

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct 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
 - 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.

- 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 employer is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.
16. **INSPECTION OF BOOKS AND SLIPS**
The contractor shall allow inspection of all the prescribed labour records to any of this workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.
17. **SUBMISSION OF RETURNS**
The contractor shall submit periodical returns as may be specified from time to time.
18. **AMENDMENTS**
The Central Government may from time to time add to or amend the regulations and on any question as to the application/ Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor -----

Name and location of the work -----

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

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

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

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 Division -----

Name of Labour Officer -----

Address of Labour Officer -----

Name of Labour Enforcement Officer -----

Address of Labour Enforcement Officer -----

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

Weekly holiday -----

Wage period -----

Date of payment of wages -----

Working hours -----

Rest interval -----

Form-XIII (See rule 75)

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer -----

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

MUSTER ROLL

Name and address of contractor -----

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

Nature and location of work -----

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

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

Form-XVII
REGISTER OF WAGES

Name and address of contractor -----

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

Nature and location of work -----

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

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

Delhi Development Authority

Appendix 'VII'

Wage Card No. -----

(Obverse)

WAGE CARD

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

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

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

Rate of Wages -----

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

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

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

Signature

A____
C____
OW____
D____

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

WAGES SLIP

Name and address of contractor -----

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

Nature and location of work -----

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

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

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

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

4. Amount of overtime wages -----

5. Gross wages payable -----

6. Deduction, if any -----

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

Initials of the Contractor or his representative

Form-XIV [See rule 76]
EMPLOYMENT CARD

Name and address of contractor -----

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

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

Name and address of Principal Employer -----

1. Name of the workman -----

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

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

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

5. Wage period -----

6. Tenure of employment -----

7. Remarks-----

Signature of Contractor

Form-XV (See rule 77)
SERVICE CERTIFICATE

Name and address of contractor -----

Name and location of work -----

Name and address of workman -----

Age or date of birth -----

Identification marks -----

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

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

Name and address of Principal Employer -----

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

Signature

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. 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.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the DDA or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

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

REGISTER OF FINES

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

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

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

REGISTER OF DEDUCTION FOR DAMAGE OR LOSS

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

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

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

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

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

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

REGISTER OF OVERTIME

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

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

NOTICE FOR APPOINTMENT OF ARBITRATOR

(Refer Clause 25)

To

The Chief Engineer/EM

.....

Dear Sir,

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

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

(only the person/authority who signed
the contract should sign)

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

1.

Yours faithfully,

(Signature)

Copy in duplicate to:

1.The executive Engineer

.....Division

A____
C____
OW____
D____

SCHEDULES**SCHEDULE – A**

Schedule of quantities enclosed on separate sheets from page

SCHEDULE-B**SCHEDULE OF MATERIALS TO BE ISSUED TO THE CONTRACTOR**

| S.No | Description of item | Quantity | Rates in figures words at which the material will be charged to the contractor | of issue |
|-------------------|---------------------|----------|--|----------|
| 1 | 2 | 3 | 4 | 5 |
| N I L | | | | |

SCHEDULE-C**TOOLS AND PLANTS TO BE HIRED TO THE CONTRACTOR**

| Description | Hire charges per day | Place of issue |
|-------------------|----------------------|----------------|
| 2 | 3 | 4 |
| N I L | | |

SCHEDULE - D

| | |
|---|------------|
| Extra schedule for specific requirements/ document for the work, if any* | NIL |
|---|------------|

SCHEDULE - E**REFERENCE TO GENERAL CONDITIONS OF CONTRACT**

| | |
|----------------------------|---|
| Name of work: Sub-head: | M/o Pump set at various places under North Zone. A / R/M/O of Booster Pump set Submersible pump set and D.G. set at 940 Janta houses in Sector A-6, pkt. 7, Narela |
| Estimated cost of work: | Rs. Rs.3,57,904.00 |
| (i) Earnest money | Rs.7,158.00 |
| (ii)Performance Guarantee: | 5% of tendered value |
| (iii)Security Deposit: | 5% of tendered value |

SCHEDULE-F**General Rules & Directions and Conditions of Contract :**

| | | |
|--|---|---|
| Officer inviting tender: | | Executive Engineer (E) Elect. Divn. No. 7 |
| Definition : | | |
| | Engineer-in-Charge | Executive Engineer (E) Elect. Divn. No. 7 |
| 2(viii) | Accepting Authority | Superintending Engineer(E)-II/ DDA |
| 2(x) | Percentage on cost of materials and labour to cover all overheads and profits | 15% |
| 2(xi) | Standard Schedule of Rates | Market Rates / DSR |
| 2(xii) | Department | D.D.A. |
| 9(ii) | Standard PWD Contract Form | PWD Form -8 (Item Rate) as modified and corrected upto date. |
| Clause 1 (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days Maximum allowable extension beyond the period provided in (i) above in days | | 15 days 7 days |
| Clause 2 Authority for levy compensation under clause 2 | | Superintending Engineer(E)-II/ DDA |
| Clause 2A Whether Clause 2A shall be applicable.(Yes/No) | | No |
| Clause 5 Number of days after the date of issue of letter of intent for reckoning date of start | | 10 days |
| Table of Mile Stone(s) | | Attached |
| Time allowed for execution of work. | | 12 (Twelve) Months |
| Authority to decide: (i) Extension of time & Rescheduling of milestones | | <u>Executive Engineer (E) Eld.7/DDA</u> Superintending Engineer(E)-II/ DDA |

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| | | |
|--|---|----------------|
| | | |
| Clause 6, 6A, Clause Applicable - (6 or 6A) | N.A. | |
| 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 | N.A. | |
| Clause 10A List of testing of equipment to be provided by the contractor at site lab:- | N.A. | |
| Whether clause 10B (ii) shall be applicable.(Yes/No) | No | |
| Component of labour expressed as percent of value of work Clause 10C) |*.....% . | |
| Materials covered under this clause (Clause 10CA) | N.A. | |
| Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column | 18 months | |
| Component of Civil (Except materials covered under clause 10 CA/ Electrical construction materials expressed as percent of total value of work | Xm | Not Applicable |
| Component of labour expressed as percent of Total value of work | Y | |
| component of POL expressed as percent of total value of work | Z | |
| Clause 11 Specifications to be followed for execution of work | CPWD general specifications for electrical works pt. I: Internal, 2005 & Part-II: External 1994ammended up to date & I.E. Rules as applicable. | |
| Clause 12, 12.2 & 12. | | |

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| | |
|---|--------------------------------------|
| 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 | 30% |
| 12.5 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work. | Not applicable |
| Clause 16 Competent Authority for deciding reduced rates | Suptdg, Engineer (E)/Elect. Circle-2 |
| Clause 18 List of mandatory machinery tools & plants to be deployed by the contractor at site:- | Nil |
| Requirement of Technical Representative(s) and recovery Rate. Clause 36(i) | Table Attached |
| Clause 42 | |
| i) a) Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of printed by CPWD Upto date correction slip. | Not applicable |
| ii) Variations permissible on theoretical quantities | |
| a) Cement for works with estimated cost put to tender not more than Rs.5.00 lakhs | N.A. |
| b) For works with estimated cost put to tender more than Rs. 5 lakh | N.A. |
| c) Bitumen for all works | N.A. |
| d) Steel Reinforcement and structural steel Sections for each diameter, section and category | N.A. |
| e) All other materials | Nil |

TABLE OF MILESTONE(S)

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

Requirement of Technical staff for work in compliance of clause 36 (i)

| Sl. No. | Cost of work (Rs. in lakhs) | Requirement of Technical staff | | Minimum Experience (Years) | Designation |
|---------|-----------------------------|--|--------|----------------------------|------------------------------------|
| | | Qualification | Number | | |
| 1 | More than 1000 | i. Project manager with degree | 1 | 10 | Principal Technical Representative |
| | | ii. Graduate Engineer | 1 | 5 | Technical Representative |
| | | iii. Graduate Engineer or Diploma Engineer | 2 2 | Nil 5 | Technical Representative |
| 2 | 500 to 1000 | i. Graduate Engineer | 1 | 5 | Principal Technical Representative |
| | | ii. Graduate Engineer or Diploma Engineer | 2 2 | Nil 5 | Technical Representative |
| 3 | 200 to 500 | i. Graduate Engineer | 1 | 5 | Principal Technical Representative |
| | | ii. Graduate Engineer or Diploma Engineer | 1 1 | Nil 5 | Technical Representative |
| 4 | 50 to 200 | Graduate Engineer | 1 | 5 | Principal Technical Representative |
| 5 | 10 to 50 | Graduate Engineer or Diploma Engineer | 1 1 | Nil 5 | Principal Technical Representative |

Note :

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

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

FORM OF PERFORMANCE GUARANTEE-BANK GUARANTEE BOND

1. In consideration of the Delhi Development Authority(hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called “the said contractor(s)” for the work of _____ (hereinafter called “The said agreement”) having agreed to production of a irrevocable Bank Guarantee for `_____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
We _____ (indicate the name of the bank) (hereinafter referred to as “the Bank) hereby undertake to pay to the Government an amount not exceeding `_____ (Rupees _____ only) on demand by the Government.
2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `_____ (Rupees _____ only).
3. We _____ (indicate the name of the bank) the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. We _____ (indicate the name of the bank) further agree with the Government that the government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Delhi Development Authority

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

Dated _____ the day of _____ for _____ .
(Indicate the name of Bank)

BANK GUARANTEE FORM OF EARNEST MONEY

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

Date

Signature to the Bank

Witness

SEAL

(Signature, Name and Address)

* Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

Delhi Development Authority
TERMS AND CONDITIONS

1. The work comprises of running and operation of pump set, general lighting of pump house as per the inventory attached.
2. The contractor shall depute the following staff under the contract.
 - a) Operator – 2 Nos. one in each shift i.e. from 6:00 AM to 2:00 PM and 2:00 PM.10:00 PM.
 - b) Khallasi – 1 No. from 10:00 PM to 6:00 AM
 - c) Wireman. Gr. I – 1 No. Shall attend the site of work between 9.00 AM to 5.00 PM. at least once in a fortnight and as and when required.
3. The contractor shall employee trained and competent staff to the satisfaction of Engineer-in-charge having two years experience on operation of pump set D.G. set.
4. The contractor shall supply the list of staff along with experience certificate to be engaged on the installation within 7 days of award of work. Engineer-in-charge shall have the right to reject any staff employed by the contract.
5. The staff employed by the contractor shall bear proper uniform and wear badges displaying their name and designation. The staff shall also be given photo identity cards by the contractor displaying their name, father's name, address, date of birth, name of the agency with address and telephone number, site for which employed and period of validity. A copy of the identity card shall be given to the Engineer-in-charge within 15 days of award of work.
6. The contractor shall employed staff through out the period of contract including Saturday, Sunday, Gazetted Holidays and National Holidays.
7. Following records are to be kept at site of work.
 - a) Printing Log Book for recording operation.
 - b) Attendance Register for staff deployed.
 - c) Complaint / Inspection Register.
 - d) Preventive maintenance Register.
8. The following minor maintenance i/c preventive maintenance shall be carried out by the contractor. The details of work carried out shall be recorded in the Log Book.
 - a) Servicing and greasing of pumps / motors once in 3 months.
 - b) Replacement of rubber packing of valves and worn out nuts and bolts etc.
 - c) Replacement of gland dori as and when required.
 - d) Replacement of HRC fuses as and when required.
 - e) Replacement of Fl. Tubes, incandescent lamps and starters.

- f) Adjustment alignment / tightening of nuts and bolts as and when required.
- g) Replacement of burn out thimbles, wire terminals etc.
- h) Top up of battery water.
- i) Daily cleaning of equipments/pump house.

NOTE: The material required for carrying out above jobs shall be supplied by the contractor within quoted rates.

- 9. Coordination and follow up action with electric supply agency shall be done by the contractor in case of failure / fault in supply fluctuation in voltage.
- 10. The contractor shall intimate the Engineer-in-charge about the major break down or failure of electric supply in time.
- 11. Watch & ward shall be the responsibility of the contractor. Any loss due to theft or pilferage etc. shall be borne by the contractor.
- 12. The payment to the contractor shall be made by monthly or at other suitable intervals desired by the contractor but not less than one calendar month.
- 13. Proper handing / taking over of all the E & M installations shall be carried out by the JE-Elect.-in-charge of the work and the contractor in writing immediately after award of work / before start of work.
- 14. The Engineer-in-charge if so desire, may extend the contract upto 2 months or terminate the contract at any time after giving 15 days notice.
- 15. If any staff employed by the contractor is found absent on a particular time and date, an amount proportionate to per shift or Rs 600/- which ever is higher shall be recovered from the contractor bill.
- 16. If staff employed by the contractor found not wearing the proper uniform indicating the name of agency , an amount of Rs.50/- per day will be recovered from the contractor's bill .
- 17. Preventive maintenance shall be carried out as per attached schedule of preventive maintenance. For non carrying out of preventive maintenance Rs500/- per fortnightly shall be recovered from the contractor's bill.
- 18. All allied accessories/installations shall be kept in working order and in case any damages/losses is done to the pumping installations due to the negligence of the operational staff deployed by the contractor, the contractor shall have to make good the damages / loss at his own cost. In case the contractor fails to rectify the damages/loss within reasonable time. The same shall be got rectified / replaced by the department at the risk and cost of the contractor.
- 19. The contractor shall keep all the necessary spares and T & P at site required for operation and maintenance to be carried under his contract.

20. In case of any disobedience or misbehavior by the operational staff of the contractor, the Engineer-in-charge may ask the contractor to dispense with the services of such staff with immediate effect. The contractor shall provide suitable substitute simultaneously.
21. The rate quoted by the contractor shall be inclusive of all taxes, duties and Govt. Levies etc.
22. Pumping installation shall be painted (excluded control panel) once during the contract period.
23. Any injury to the operational staff, in case of any mishap during duty hours will be the liability of the contractor.
24. The following makes of materials are acceptable
 - a) HPSV lamp : Phillips / Osram
 - b) Ballast : As per fitment of manufacturer of existing luminaries.
25. Contractor shall provide the mobile set with proper communication to the staff deputed at site and contractor shall bear the prepaid/ post paid talk time charges with in the quoted cost.

Executive Engineer (E)
Electrical Division
No.7
Delhi Development
Authority

INVENTORY

Part-A

- (a) Booster pump set
- i) 30 HP Centrifugal pump set . 2 Nos.
- ii) 05 HP Vacuum pump for priming of above pump set - 1 No.
- iii) Control panel comprising of main switch, 125 Amp,. 63 Amp. MCB 4 pole Voltmeter, Ampere meter.
- iv) Details of Valves : 8 Nos.

Part-B

- (i) D. G. Set-
- a) Capacity 40 KVA – 1 No.
- b) Control panel comprising of MCB, voltmeter, Ammeter Relay, frequency meter.

Part-C

- (i) Submersible pumps
- (a) 7.5 H.P. Submersible pump set.....2...Nos.
- (b) Control panel comprising of...Starter, MCB, main switch, bus bar chamber.

Part-D

- (i) Water level indicator.....1No.

Part-E

- (a) Internal Electrical installation: 5 Nos. Tube fitting.
- (b) External Electrical installation: 4 Nos. HPSV – 70 Watt. (Compound lighting etc.)

SCHEDULE OF WORK

Name of Work: M/o Pump set at various places under North Zone

SH: A / R/M/O of Booster Pump set Submersible pump set and D.G. set at 940 Janta houses in Sector A-6, pkt. 7, Narela.

| S.No. | Description of Item | Qty. | Unit | Rate | Amount |
|--------------|--|-------------|-------------|-------------|---------------|
| 1. | Operation of pumps set as per inventory and Terms & Conditions attached. | 12 Months | Month | | |
| 2. | Supplying and replacement of following items:- | | | | |
| | a) HPSV lamp – 70 Watt.(E) | 4 Nos. | Each | | |
| | b) Copper wound polyester filled ballast 70 watt. | 4 Nos. | Each | | |
| | c) Electronic igniter – 70 watt. | 4 Nos. | Each | | |
| | d) Capacitor for 70 watt lamp | 4 No.s | Each | | |