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Certified that this NIT contains Pages 01 to 124 (One to One hundred twenty four only)

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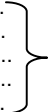
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INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING

The Executive Engineer, **Western Division-10** on behalf of Delhi Development Authority invites online Item rate tenders from the approved and eligible contractors of DDA, for the following work:

S. No	NIT No.	Name of Work & Location	Estimated Cost put to tender	Earnest Money	Period of Completion	Last Date & time of submission of tender	Period during which EMD, Cost of Tender Document, E-Tenderprocessing Fee and other Documents shall be submitted	Time & date of Opening of tender
1	2	3	4	5	6	7	8	9
1.	14/EE/WD-10/DDA/2012-13	M/O works pertaining to completed/ closed schemes of Dwarka Zone under 9-C Maintenance. SH: Providing and fixing concertina coil fencing over existing boundary wall along Palam drain of 608 DUs in Sec.3, Pkt. 16, Dwarka, Ph.I	Rs. <u>1,41,472/-</u>	2829/-	30 Days	30.1.2013 Upto 3.00 P.M	Upto 03:00 PM on 31.1.2013	3.30 P.M 6.2.2013

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. For any assistance on e-tendering, please contact M/s ITI Limited on 011-49424365, 9891317488, 9212520281, 9971662903, 9654516163.

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.

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.

Criteria of eligibility for submission of tender documents.

A) Tender shall be issued to contractors registered with DDA only.

Earnest Money and cost of tender* shall be deposited through RTGS/NEFT in the account of Sr. AO (CAU) Dwarka, DDA having account no. **1290300366** with **Central Bank of India, Manglapuri Branch, New Delhi-110045** (IFSC code **CBIN0283498**). 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, WD-10 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.

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A part of earnest money is acceptable in the form of bank guarantee also. Earnest money upto 20.00 lacs will have to be deposited through RTGS/NEFT mode. If the amount of EM is more than Rs 20.00 lacs then the amount of EM is beyond Rs. 20.00 lacs can be deposited in the form bank guarantee such bank guarantee is to be scanned and uploaded to the e-tendering website within the period of tender submission Earnest money and cost of tender have to be deposited through separate transactions

* Earnest money and cost of tender have to be deposited through separate transactions

(i) Cost of Tender Document : Rs.525/- (to be deposited through RTGS/NEFT in the account of the SR. AO (CAU) Dwarka, DDA)

(ii) e-Tender Processing Fee :Rs.562/- (to be deposited through E-mode of ITI limited)

The unique transaction reference RTGS/NEFT against, cost of tender document and bank guarantee shall be placed in single sealed envelope prescribed as "earnest money, cost of tender documents" with name of work and due date of opening bid mentioned thereon and will submit to tender opening authority by 6.2.2013

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 during the period mentioned above.

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

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

1. Unique transition reference against Earnest Money Deposit, cost of tender documents and processing fee.
2. Bank Guarantee as Earnest Money beyond Rs.20.00 lacs if applicable.
3. Enlistment order of the Contractor.
4. Certificates of work experience.
5. Certificate of Registration for Sales Tax / VAT and Service Tax and acknowledgement of up to date filed return.

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NOTICE INVITING TENDER
(E-TENDERING MODE)

The Executive Engineer, **Western Division-10** on behalf of Delhi Development Authority invites online Item rate tenders from the approved and eligible contractors of DDA, for the following work:

M/O works pertaining to completed/ closed schemes of Dwarka Zone under 9-C Maintenance.

SH: Providing and fixing concertina coil fencing over existing boundary wall along Palam drain of 608 DUs in Sec.3, Pkt.16, Dwarka Ph.I.

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

- 1.1 The work is estimated to cost **Rs. 1,41,472/-**. This estimate, however, is given merely as rough guide.
1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate division which will deal with all matters relating to the invitation of tenders.

For composite tender, besides indicating the combined estimates cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

- 1.2 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.

- 1.2.1 Tender shall be issued to contractors registered with DDA only.
1.2.2 Deleted
1.2.3 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, then I/we shall be debarred for tendering in DDA in future for ever. Also, if such a violation comes to the notice of the Department before the date of start of work the Engineer-in-charge shall be free to forfeit the entire amount of earnest money deposit /performance guarantee.”

- 2 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.
3 The time allowed for carrying out the work will be **30 days** from the date of start as defined in Schedule F or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4 The site for the work is available.
5 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.

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6. Earnest Money and cost of tender shall be deposited through RTGS/NEFT in the account of Sr. A.O. of the concerned CAU having account No.1290300366 with Central Bank of India and Manglapuri branch (IFSC Code No.CBI No.283498). The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tender in the e-tendering system by the prescribed data. The Executive Engineer concerned 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 up to Rs.20.00 lacs will have to be deposited through RTGS/NEFT mode. If the amount of E.M. is more than Rs.20.00 lacs then the amount of E.M. beyond Rs.20.00 lacs can be deposited in the form of Bank Guarantee also. Such Bank Guarantee is to be scanned and uploaded to the e-tendering deposit within the period of tender submission.

* Earnest money and cost of tender have to be deposited through separate transactions.

- (i) Cost of Tender Document - **Rs:525/-** (to be deposited through RTGS/NEFT in the account of the Sr. A.O.(CAU) of Dwarka Zone, DDA.)
- (ii) e-Tender Processing Fee - **Rs:562/-**(to be deposited through E-Mode of 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 the name of work and due date of opening of the bid mentioned thereon and will submit to tender opening Authority by 31.1.2013.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice 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 during the period mentioned above.

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

The bid submitted shall be opened at 03:30 pm on 6.2.2013

7. 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.

*to be filled by EE/WD-10

8. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, 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

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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.

- 9 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.
- 10 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.
- 11 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.
- 12 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.
- 13 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.
14. The tender for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of tender. 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.
- 15 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 DDA Form as mentioned.
- 16 For Composite Tenders:
 - 16.1.1 The Executive Engineer in charge of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.
 - 16.1.2 The tender document will include following three components:

Part A: - Notice Inviting Tender form, Contract for work form including schedule A to F for major component of the work, General Conditions of Contract for works.

Part B: - General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

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Part C:- Schedule A to F for minor component of the work, (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General/ specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work..

- 16.1.3 The tenderer must associate with himself, agencies of the appropriate class eligible to tender for the minor components individually.
- 16.1.4 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.).
- 16.1.5 After acceptance of the tender by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the DDA. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two/or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor components) shall operate Part C along with Part A of the agreement.
- 16.1.6 Entire work under the scope of composite tender including major and all minor components shall be executed 'under one agreement.
- 16.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major component of work.
- 16.1.8 The main contractor has to associate agency(s) for minor component(s) confirming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer-in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor component(s).
- 16.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-Charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 16.1.10 The main contractor has to enter into agreement with the contractors) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to EE/DDH in charge of minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 16.1.11 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.
- 16.1.12 Final bill of whole work shall be finalized and paid by the EE of major component. Engineers- in-charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.
17. In case any discrepancy is noticed between the document as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall be come invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

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ITEM RATE TENDER AND CONTRACT FORM

Tender for the work of:

M/O works pertaining to completed/ closed schemes of Dwarka Zone under 9-C Maintenance.

SH: Providing and fixing concertina coil fencing over existing boundary wall along Palam drain of 608 DUs in Sec.3, Pkt.16, Dwarka Ph.I.

- i) To be submitted through E-Tendering up to 3.00 pm on 31.1.2013 to Executive Engineer, Division W.D-10/DDA
- ii) To be opened through E-Tendering at 3.30 pm on 6.2.2013 by the Executive Engineer, Division W.D-10/DDA

TENDER

I/ We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special condition, Schedule of Quantities & 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 **thirty (30)** days from the due date of its opening and not to make any modifications in its terms & conditions.

A sum of **Rs.2,829/-** deposited in the account of Sr. A.O.(CAU) is hereby forwarded in the form of UTR of RTGS/NEFT/bank guarantee beyond 20.00 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 undertake and confirm that eligible similar work (s) has/ have got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in DDA in future for ever. Also, if such a violation comes to the notice of the Department before the date of start of work the Engineer-in-charge shall be free to forfeit the entire amount of earnest money deposit /performance guarantee.

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

Signature of witness

Name:

Address:

Occupation:

Signature of contactor

Name:

Address:

ACCEPTANCE

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. 1,41,472/- (Rs. One lac forty one thousand four hundred and seventy two only)

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

- i)
- ii)

For & on behalf of Delhi Development Authority

Signature _____

Designation: Executive Engineer
Division W.D-10/ DDA

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GENERAL RULES AND DIRECTIONS

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

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

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

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 to which they refer, written on the envelopes.
- 4B In case the lowest tendered amount (estimated cost+ amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

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

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

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

5. The officer inviting tender or his duly authorized representatives will open tenders and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall be thereupon be given to the contractor who shall thereupon for the purpose of identification of copies of the specifications and other documents mentioned in Rule-1 In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
8. The memorandum of work tendered for 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 In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tenders shall be accurately filled in figures and words, so that there is no discrepancy.

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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 In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) in which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the words 'Rs.' Should be written before the figures of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.
- 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

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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.

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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.

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- 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, whichever is later, in accordance with phasing if any, as indicated in the tender document.

3. Scope and Performance

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

6. Works to be carried out

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

7. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

8. Discrepancies and Adjustment of Errors

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

- 8.1 In the case of discrepancy between the Schedule of Quantities, Specifications, and/or the Drawings, 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.

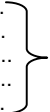
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9. **Signing of Contract**

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.
- i) No payment for work done will be made unless contract is signed by the contractor.

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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 Rs10,000/-) 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.

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All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by DDA on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the DDA, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of 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.

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

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the DDA. In case, the contractor 13 does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With holding of amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

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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'.

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 against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

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- 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

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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 Measure, 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) non-availability of stores, which are the responsibility of DDA to supply or
- vii) non-availability or break down of tools and Plant to be supplied or supplied by DDA or
- viii) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control.

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

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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.

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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 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.

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CLAUSE 7**Payment on Intermediate Certificate to be regarded as Advances**

No payment shall be made for work, estimated to cost Rs 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 Rs. 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 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.

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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 wither departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

CLAUSE 8B**Completion Plans to be submitted by the Contractor**

The contractor shall submit completion plans as required vide General specifications for Electrical work (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of work subject to a ceiling of Rs. 15,000 (Rs Fifteen thousand only) as may be fixed by the Superintending Engineer concerned and in this respect the decision of Engineer-in-Charge shall be final and binding on the contractor.

CLAUSE 8C**Supplementary Agreement**

Notwithstanding the provisions contained in other clauses, the Engineer-in-Charge may decide to draw a Supplementary Agreement to the main Agreement with the Original Contractor with whom the main Agreement had been executed, at the fag end of the Contract for subsequent execution of the finishing items as given in Schedule 'AI' of the Schedule of items.

1. The items contained in Schedule 'A-1' may be executed separately under the Supplementary Agreement with the Contractor of the main work, in the eventuality of Engineer-in-Charge deciding to opt for the same once the Work/obligations under Schedule 'A' are completed. If so decided, the Contractor will execute the work covered by Schedule 'A-1' under a Supplementary Agreement as per terms and conditions contained therein.
2. In the event of drawing up of the Supplementary Agreement, the main Contract in respect of Schedule 'A' of the items shall be independently finalized by the Engineer-in-Charge as per the terms and conditions of

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the Main Agreement whereas the final bill, in respect of Schedule 'A-1' of the items shall be prepared after the completion of the work as per terms and conditions of the Supplementary Agreement.

3. Security Deposit for Main Agreement may be released retaining an amount equivalent to 50% of Security Deposit or 10% of the Tendered Cost of work to be executed under the Supplementary Agreement, whichever is more as Security Deposit till the completion of work covered by Supplementary Agreement and maintenance period thereafter.
4. During the operation of the Supplementary Agreement, the Watch and ward of the entire work including that completed under the Main Agreement (as per Schedule – A) shall continue to remain the responsibility of the Contractor notwithstanding the fact that the main Agreement work has been finalized. The Contractor shall be paid extra on this account @ Rs. 6,600/- (Rupees Six Thousand Six Hundred only) per month. However nothing extra will be paid for T&P and sundries required for watch and ward operation. This clause shall, however, be operative only after completing all obligations under Main Agreement irrespective of the Specific provision contained in Schedule 'A-1' of the Schedule of items
5. During the operation of the Supplementary Agreement as well as the maintenance period thereafter, the Contractor shall be liable to make good, any loss, or damage to the work executed under both the main as well as the Supplementary Agreement, for which nothing extra shall be payable to the Contractor.
6. The supplementary Agreement shall be as per the enclosed Draft, the terms of which are acceptable to the parties.
7. All other provisions of the Main Agreement, until and unless specifically mentioned otherwise in the Supplementary Agreement, shall be applicable during the operation of the Supplementary Agreement also.

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 : 3 months

(ii) If the Tendered Value of work exceeds Rs. 15 lakhs : 6 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.

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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 of 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 thereof 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 within the original schedule time for the completion of the work plus 50% thereof 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 within 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

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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

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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;

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(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 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.

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

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.

$$V = PxQxCI - Clo$$

Clo

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

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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**Payment due to Increase/Decrease in Prices/Wages (excluding materials covered clause 10CA) after Receipt of Tender for Works.**

If the prices of materials (not being materials supplied or services rendered in fixed prices by the Department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increases, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions;

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tender including extension, if any
- (ii) The cost of work on which the escalation will be payable shall be reckoned as Below:
 - (a) Gross value of work done up to this quarter (A)
 - (b) Gross value of work done up to the last quarter (B)
 - (c) Gross value of work done since previous quarter (A-B) (C)
 - (d) Full assessed value of secured advance (excluding materials covered under clause 10CA) fresh paid in this quarter (D)
 - (e) Full assessed value of secured advance (excluding materials covered under clause 10CA) recovered in this quarter (E)
 - (f) Full assessed value of secured advance for which escalation is payable in this quarter (D-E) (F)
 - (g) Advance payment made during this quarter (G)
 - (h) Advance payment recovered during this quarter (H)
 - (i) Advance payment for which escalation is payable in this quarter (G-H) (I)
 - (j) Extra items paid/deviated quantities of items as per Clause 12 based on prevailing market rates during this quarter (J)

Then, $M = C + F + I - J$
 $N = 0.85 M$
- (k) Less cost of material supplied by the Department as per Clause 10 and recovered during the quarter (K)
- (l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)

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cost of work for which escalation is applicable

$$W=N-(K+L)$$

- (iii) Components for materials(except cement, reinforcement bars, structural steel or other material covered under clause (10CA), Labour, POL etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule "E". The decision of Engineer-in-charge in working out such percentage shall be binding on the contractors.
- (iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel or other materials covered under clause 10CA) and P.O.L. shall be per the formula given below.
- (a) Adjustment for civil component (except cement, structural steel, reinforcement bars and other materials cover under clause 10CA)/electrical component of construction 'materials'

$$V_m = \frac{W \times X_m \times MI - M_{lo}}{100 \quad M_{lo}}$$

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

W = Cost of work done worked out as indicated in sub Para (ii) of clause 10CC.

X_m = Component of materials (except cement, structural steel, reinforcement bars and other materials covered under clause 10CA) expressed as percent of the total Value of work.

MI = All India wholesale price Index for civil component/electrical component of construction material as worked out on the basis of All India wholesale price index for individual Commodities/Group items for the period under consideration as published by Economy Advisor to Govt. of India , Ministry of Industry and Commerce and applying weight ages to the individual Commodities/Group items . (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 , which ever is less shall be considered).

M_{lo} = All India whole sale price Index for civil component/electrical component* of construction material as worked out on the basis of All India Whole Sale Price Index for individual commodities/group items valid on the last stipulated date of receipt of tender, including extension, if any, as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce and applying weight ages to the individual commodities/group items.

*** Note : Relevant component only will be applicable.**

- (b) Adjustment for component of 'POL'

$$V_f = W \times \frac{Z}{100} \times \frac{FI - F_{lo}}{F_{lo}}$$

V_f = Variation in cost of fuel, oil & lubricant i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done worked out as indicated in sub Para (ii) of clause 10CC.

Z = Component of fuel, Oil & lubricant expressed as percent of the total value of work

FI = All India wholesale price index for Fuel, Oil and lubricant for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce, New Delhi. In respect of the justified period extended under the provisions of clause 5 of the contract without an action under clause 2, the index prevailing at the time of stipulated date of

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completion or the prevailing index of the period under consideration which ever is less shall be considered.)

Flo = All India wholesale price index for Fuel, Oil and lubricant valid on the last stipulated date of receipt of tenders including extension, if any.

- (v) The following principles shall be followed while working out the indices mentioned in Para (IV) above.
- (a) The compensation for escalation shall be worked out (at quarterly intervals) and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months intervals. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
- (b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to the date of completion after the quarter covered by the last such installment of payment, is less than three months the index MI and FI shall be the average of the indices for the month falling within that period.
- (vi) The compensation for escalation of **labour** shall be worked out as per the following formula given below :

$$VL = \frac{W \times Y}{100 \text{ Llo}} \times (LI - Llo)$$

100 Llo

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

W = Value of work done, worked out as indicated in sub-Para(ii) above.

Y = Component of labour expressed as percentage of the total value of work

LI = Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of justified period, extended under the provisions of clause 5 of the contract without any action under clause 2, the Index prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the Index prevailing on the last date of the quarter previous to the one under consideration, whichever is less shall be considered).

Llo = Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

- (vii) The following principle will be followed while working out the compensation as per sub Para (vi) above.
- (a) The minimum wage of an unskilled male mazdoor mentioned in sub Para (VI) above shall be the higher of the following two figures namely those notified by Govt. of India, Ministry of labour and those notified by the local administration, both relevant to the place of work and the period reckoning.
- (b) The escalation for labour shall also be paid at the same quarterly interval when escalation due to increase in cost of materials and/or POL is paid under this clause. If such, revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.
- (c) Irrespective of variation in minimum wages of any category of labour for the purpose of this clause, the variation in the rates for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

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- (viii) In the event of the price of the material and/or wages of labour required for execution of the work decrease/s, there shall be downward adjustment of the cost of the work so that such price of the materials and/or wages of labour shall be deductible from the cost of work under this Contract and in this regard the formula herein stated under this clause 10 CC shall mutatis mutandis apply, provided that:
- (a) No such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in a case of Contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'
- (b) The Engineer-in-charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.
- (ix) Provided always that
- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.
- (b) Where provisions of Clause 10 CC are not applicable, provisions of clause 10C and 10CA will become 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

Cement shall be supplied by the Department in HDPE or gunny bags containing 50kg of cement in each bag and shall be available in multiples of 50kg. bags. The recovery rate of cement is inclusive of cost of jute bag or HDPE bags.

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

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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

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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.

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- 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.

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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 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

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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 Rs 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

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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 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

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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

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.

Special condition: - The contractor shall ensure the registration of all eligible workers (inclusive of those of sub-contractor and petty contractor) with Delhi Building and other construction workers Welfare Board

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 Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly 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

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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(142)/11/MW Lab./279, dated 20.04.2012 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.

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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

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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 sum-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.

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- 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 manned/ 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.

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CLAUSE 21**Work not to be sublet. Action in case of insolvency**

The contractor shall not assign or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet this contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public office or 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.

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

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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.

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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

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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 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 31A

Departmental water supply, if available

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

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- i) The water charges @ 1% shall be recovered on gross amount of the work done.
- ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the DDA water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32

Alternate water arrangements

- i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- ii) The contractor shall be allowed to construct temporary wells in DDA land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33

Return of Surplus materials

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

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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 prescribed rates 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 shown above 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 direction, 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

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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 asphalting 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 asphalting work shall be refunded after the expiry of this period.

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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.

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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.

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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 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 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 grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 41**No Gazetted Engineer to work as Contractor within one 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

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- iii) 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.

- iv) 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.

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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.

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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.

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- 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

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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.

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

1. APPLICATION

These rules shall apply to all 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.

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- 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.

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- 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 sft.) per head.

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

8. **CRECHES**

- i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- iv) The contractor shall provide one 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.

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- iii) The canteen shall consist of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.
Provided that the inside walls of the kitchen shall be line-washed every four months.
- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sq. ft.) per diner to be accommodated as prescribed in sub-Rule 9.
- xi a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
- b) Washing places for women shall be separate and screened to secure privacy.
- 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.

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- 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**

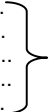
The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

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

12. **AMENDMENTS**

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

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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.

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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

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- 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

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- 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

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

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

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

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

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSION OF RETURNS

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

18. AMENDMENTS

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

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GENERAL CONDITIONS

1. Before tendering, the Contractor shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, nature of soil, availability of materials, extent of leads and lifts involved in the work(over the entire duration of Contract) including local conditions, traffic restrictions, obstructions and other conditions for satisfactory execution of the work. He should take into consideration all such factors and contingencies, while quoting his rates. No claim whatsoever shall be entertained by the Department on this account.
2. Periphery of work area shall be the area shown in the lay out plan of the scheme.
3. The Contractor must study the Specifications and conditions carefully before tendering and drawings referred in the tender documents are available for inspection of intending Contractor in the office of the Executive Engineer. Contractor, shall inspect the same and acquaint themselves with the work to be executed. Contractor, who shall desirous to have these drawings; can obtain them by making payment as decided by the Engineer-in-Charge. The Contractor shall have no claim with reference to these drawings in respect of any of the rates after acceptance of the tender.
4. The Architectural, structural and other services drawings for the work shall at all time be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
5. The Contractor shall have to make approaches, to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-Charge. Nothing extra shall be paid on this account.
6. The building work shall be carried out in the manner so as to comply in all respects with the requirement of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed. The work of water supply and internal sanitary installation, external water supply, drainage and Electrical Work shall be carried out as per bye-laws of the local body and the Contractor shall produce necessary completion certificate whenever required from such Authority after completion of work. Nothing extra shall be paid on this account. The Contractor shall associates specialized agencies for sanitary and water supply. The work is to be carried out through licensed plumber and sanitary installation agency. For electrical work, special conditions for electrical work may be seen. The Contractor shall get external water supply, sewerage & storm water design approved for the work from concerned Department immediately after award of work at his level and nothing will be paid on this account by the Department. However Infrastructure fund, if any, claimed by DJB/MCD shall be borne by DDA.
7. The work shall be carried out in such manner so as not to interfere or effect or disturb other works, being executed by other agencies, if any. He shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it, in proper sequence to the complete satisfaction of the Engineer –in-charge. Any damage done by the Contractor to any existing work shall be made good by him at his own cost. Otherwise the same shall be got done at his risk and cost.
8. The Contractor or his authorized representative should always be available at the site of work to take instructions from Departmental officers, and ensure proper execution of work.
9. No work shall commence in the absence of Contractor's engineers and they shall certify in writing about the correctness of layout, alignment of structure and shall ensure stability of all structural and other building items.
10. All work and materials brought and left upon the ground by the Contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the DDA and the same are not to be removed or taken away by the Contractor or any other person without consent in writing of the Engineer –in-Charge but the D.D.A is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
11. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the Contractor on all the boulders, metal shingle, earth, sand, bajri etc. collected by him for the execution of

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the work directly to the concerned revenue Authority of the State or Central Government. His rates are deemed to include all such expenditure and nothing extra shall be paid.

12. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams and waterways. He shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross-drainage works or public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the Contractor. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.
13. Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected against the damage by the Contractor at his own expense. The Contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
14. The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidance only).
15. One flat as directed by Engineer-in-Charge will be selected as sample flat in which samples of all items taken in schedules of quantities shall be executed by Contractor and got it approved by Engineer-in-Charge before such items are executed on the project. However he shall complete one sample unit within nine months from the date of start of the work.
16. The above site will be given on temporary basis. After the completion/stoppage/rescission of the work, clear site shall have to be handed over to the Engineer-in-Charge. Similarly the site for labour camp given to the agency shall be returned after the completion/stoppage/ rescission of the work free from all the occupation.
17. All the above land is handed over only for the execution of above mentioned work. An Agreement with regard to handing over land for above mentioned use only is to be made by the agency.
18. If the agency delayed the vacation of occupied area of land after the completion recorded/ stoppage/rescission of the work, he will charged at the rate Rs.1,50,000/- per month per hectare. The decision by the SE will be final and binding.
19. The Contractor shall give the following under taking in respect of taking over of land in the following proforma.
I/We herby undertake that:
 - (i) Full site free from any encroachment has been handed over to me/us on.....
 - (ii) The labour tents..... in nos. pitched by me/us at site as shown on the site plan duly signed by me/us belongs to me/us
 - iii) Construction of labour tents near the work sites shall be avoided as far as possible. The final bill shall not be paid unless all the tents are cleared & removed from the site.
20. The Engineer-in-Charge shall not be precluded or stopped for taking any measurements, and framing of estimates or detaining any certification made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed any materials furnished by the Contractors and from showing that by such measurements, estimates or certificates in nature are incorrectly made, such that the Engineer in-charge shall not be precluded or stopped from recovering from the Contractor such damages as it may be sustained by reason of his failure to comply with the terms and conditions of the Contract.
21. Engineer-in-Charge shall have full powers to send workmen employed on the premises to execute fittings and other work not included in the Contract for whose operation the Contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such manner as not to hinder the progress of the work included in the Contract.
22. The Contractor shall execute his work, so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors or piece meal workers or by the Engineer-in-Charge and shall as far as possible arrange his work, shall place and dispose of the materials; being used or removed, so as not to interfere with the operations of the other Contractor, piece meal workers, or of DDA or other

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- Departments. He shall arrange his work with that of the others in an acceptable manner and shall perform it in proper sequence.
23. Any permission, if required from police authorities or other Departments for closing or cutting of the road will be obtained by the Contractor at his own. He will have no claim for any financial loss or extension of time on this account.-
 24. Shops
Restaurants, Tea shops or kiosks shall not be allowed to put up by the Contractor in the works area/labour tents area. Temporary kiosks(s) put up by the Engineer-in-Charge shall be taken by the Contractor on lease which is to be determined on the date of completion or termination of Contract whichever is earlier, and the rate of Rs.500.00 per kiosks per month shall be recovered from the Contractor from the bills paid. On date of completion of the work or termination of Contract whichever is earlier, the kiosks(s) shall be vacated by the Contractor and a vacant possession shall be given over to the Engineer-in-Charge failing which penalty shall be levied on the Contractor at the rate of Rs.150.00 per day of delay involved.
 25. Construction of labour tents near the work sites shall be avoided as far as possible. Whenever labour tents are pitched, the Contractor shall prepare a plan of the allotted area by the Engineer-in-Charge for this purpose to be occupied by the labour of the construction agency reflecting thereon, the number of tents to be constructed. The final bill shall not be paid unless all the tents are cleared from the site.
 26. In the event of any difference of opinion among site representative in carrying out the item of work in accordance with the Agreement, the Engineer-in-Charge shall decide the issue and his decision shall be final and binding on the Contractor and the Contractor shall be bound to carry out the instruction to complete the work in time. At no point of time the Contractor shall stop execution of the work on any ground whatsoever.
 27. Unless stated otherwise, rates quoted by the Contractor shall hold good for work at all heights and depths. The Contractor shall not be paid any thing extra for maintaining in good condition all the work executed till completion of the entire work; nor on account of damage to the works caused by rains or other natural phenomenon during the execution of works.
 28. Payment for work in different floors, extra for items for RCC, brick work above different floor levels shall be made at rates provided for these items. For operations of these rates, the floor level shall be considered as the top of main structural RCC slab in that floor viz. top of RCC slab in main room and not the top of any sunken or depressed floor for lavatory slabs.
 29. The rate shall be inclusive of working under water and adverse conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods, sub-soil water table being high or any cause whatsoever.
 30. Lowest Rate of the item shall be paid in case the item appears in more than one Schedule of Quantities of the same Contract.
 31. Cutting of holes in walls, floors, chhajjas, R.C.C. slabs etc. The tendered rates shall include the cost of cutting holes wherever required and making good the same, nothing extra shall be paid for this.
 32. The material will be issued to the Contractor at the place of delivery as mentioned in the schedule of materials. If these are delivered at any other site, the difference due to cartage will be adjusted accordingly. The Contractor shall have to cart at his own cost the materials to the site of work as soon as these are issued. The material will be issued during the working hours and as per rules of D.D.A. godowns as framed from time to time.
 33. The Contractor shall bear all incidental charges for cartage, storage and safe custody of materials.
 34. All materials obtained from D.D.A. store or otherwise shall be got checked by the Engineer-in-Charge of the works on receipt of the same at site before use.
 35. Levy of Taxes.(See Clause 37 & 38)
 36. The Contractor shall leave such recesses, holes, openings etc. as may be required for the electric, air-conditioning and other related works for which inserts, sleeves, brackets conduits, base plates, clamps etc. shall be supplied free of cost by the Contractor unless otherwise specifically mentioned and the Contractor shall fix the same at the time of casting of concrete, stone work and brickworks if required, and nothing extra shall be payable on this accounts unless other wise mentioned in the item/Contract.

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37. The Contractor shall submit drawings of staging and shuttering arrangement, electrical and fire-fighting works for approval of Engineer-in-Charge. The Contractor shall also submit bar binding schedule for approval of Engineer-in-Charge before execution.
38. The Contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the Department concerned. The Department will however make all reasonable recommendations to the Authority concerned in this regard.
39. No foreign exchange shall be made available by the Department for the purpose of procurement of equipment, Plants, Machinery, materials of any kind or any other items required to be carried out in execution of work.
40. The work of electrification, Horticulture and other internal and external services may be carried out simultaneously by other agencies with the work being tendered for against the enclosed Contract documents. The Contractor shall afford necessary facilities for the same.
41. The Contractor shall be required to do the work of development simultaneously along with building work, as per the direction of Engineer-in-Charge.
42. Contractor may be required to execute the work under foul position and nothing extra for executing the work in foul position/condition is payable.
43. No payment will be made to the Contractor for damage caused by rains, or other natural calamity during the execution of the work and no such claim on this account will be entertained unless specified otherwise.
44. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.
45. The malba/garbage removed from the site shall be disposed off by the Contractor at any suitable place as directed by the Engineer in-charge & nothing extra payable on this account.
46. (a) The field staff shall keep the record of initial levels and final levels of all such low lying area.
(b) The surplus soil/earth shall be disposed off as per directions of Engineer-in-Charge.
47. All materials which are specified to be tested at the manufacturer's premises shall satisfactorily pass the test in presence of the authorized representative of Engineer-in-Charge before being used in the work. In case all requisite testing facilities are not available at the manufacturer's premises, such testing shall be conducted at laboratory approved by the Engineer-in-Charge.
48. The item of External plastering shall be taken after getting the approval of the Engineer-in-Charge. The item of external finishing, if got executed from another agency, may need a close co-ordination between the items of external plastering and finishing for which the Contractor shall have to work in close liaison with the second agency as per the direction of Engineer-in-Charge.
49. Barricading of excavated trenches on both sides of the trench to the height of 1.60 meters with galvanized steel plain sheet of 1.00mm thick(Class-I) fixed on 100mm dia Sal Ballies 3m, apart with nails etc. will be done by Contractor as a safety measure and nothing extra will be paid for. He will also provide red strips on sheets with aluminum paint 75mm wide alternatively on outsides of sheets vertically and no extra payment will be made on this account.
50. The Contractor shall, during the currency of the Contract, when called upon by the Engineer-in-Charge, engage and also ensure engagement of sub-Contractors and other employee by the Contractor in connection with the works, apprentices for such periods as may be required by the Engineer-in-Charge. The Contractor shall then train them as required under the Apprentices Act, 1961 and the rules made there under and shall be responsible for all obligations of the employer under the said Act, including the liability to make payment(s) to apprentices as required under the said Act.
51. **SAFETY OF WORKERS:**
In respect of all labours directly or indirectly employed in the work for the performance of the Contractor's part of this Agreement, the Contractor shall at his expense arrange for the safety provisions as per the latest edition of India Standard Safety Codes shown below and shall at his own expenses, provide
for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay penalty prescribed under relevant clauses of

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these tender documents for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in on that behalf from the Contractor and no claims shall be entertained.

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

52. QUALITY CONTROL: (See clause 16)

53. Sewerage Works:

53.1 The Contractor shall carry out the work of sewer lines in close co- ordination with works of the services in the area. The Contractor shall have no financial or other claims arising out of lack of co-ordination.

53.2 No payment shall be made for the excavation for RCC pipe lines for the portions covered by excavation for construction of manholes.

53.3 Earth excavated from trenches shall be stacked at a distance from the top edge of excavation, equal to depth of the trench below ground level or equal to 1.5m whichever is greater.

53.4 S.F.R.C. Covers shall be inscribed with name of respective division/DDA, manufacturer's name , month & year of manufacturing with grade of concrete.

54. Where ever necessary the S.C.I. pipes and G.I. pipes shall be fixed in R.C.C. columns, beams etc. with scrub plugs and nothing extra shall be paid for it.

55. G.I. pipes of various sizes as specified & stipulated will be issued by the Department from D.D.A. stores only for item of water supply and sanitary installation. For other item involving the use of G.I. pipes and M.S. pipes of various size such as hand rails, rain water pipes, spouts & flush pipe etc. the Contractor shall make his own arrangement and no extra claim on this account will be entertained by the Department. Fire Hydrant shall conform to I.S. 909- 1975.

56. The Contractor is to provide, at all times during the progress of the work and the maintenance period, proper means of access, with ladders, gangways etc. and other necessary attendant to move and adopt as directed for the inspection or measurements of the work by the Engineer in-charge or his authorized representative.

57. The following specialized works shall be carried out by specialist persons or manufacturers with the written approval of the Engineer in-charge.

- i) Stone & marble works.
- ii) Steel doors, windows and rolling shutters.
- iii) Terrazzo tile flooring/ mosaic flooring/glazed tiles and ceramic tiles / exposed aggregate finished plaster i/c grit wash.
- iv) Flush doors/fire doors.
- v) Painting & polishing.
- vi) Water proofing treatment of roof, terraces, balconies, sunken portions of toilets in all floors, water tanks etc.

58. Where the Contractor is required to provide materials of certain sizes or weights which may have gone out of market due to change over to metric standard, substitutes conforming to the nearest equivalents on the higher side, as approved by the Engineer-in-Charge, shall be used. No claim of extra payment shall be entertained on this account.

59. The Contractor shall make the following readily available and in good working condition at site to ensure proper quality of work.

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- “Theodolite, Dumpy level with staff, steel tapes, stop watch, platform type weighing machine of 200 Kgs. Capacity, steel balance with weights, spring balance, slump cone with tamping rod, 15 cm cube moulds(24 Nos.), Plumb Bob, spirit level, Vernier/ Micrometer, Calibrated cylinder, Hammers, thermometers etc.”
60. The layout alignment and the orientation of the different members of the structural works should be carried out after thoroughly checking the drawing and obtaining clarification, if any from the Engineer-in-Charge. The setting out work should be carried out by the precision surveying instruments and got approved from the Engineer-in-Charge. The Contractor shall arrange the necessary equipment and instruments.
 61. The Engineer-in-Charge shall require(where he deems so necessary) to provide grooves of approved pattern between various surfaces such as timber/ plaster, exposed aggregate/ plaster/ concrete/ exposed concrete/ brick work, ceiling/ walls, skirting/ plaster between various concreting operations of same or different members(particularly in the exposed concrete work) or as required etc. such grooves shall be provided without extra charges and the Contractor’s rate for various items are deemed to include the cost of all labour, tools and materials required for making such grooves.
 62. Large sized details shall take precedence over small sized drawings. The Contractor shall verify all dimensions at site.
 63. Where directed by the Engineer-in-Charge, the Contractor shall provide permanent bench marks. Likewise, any other levels or line or points specifically required by the Engineer-in-Charge shall be built-in. The Contractor shall carefully protect and preserve such important mark during execution of work.
 64. Whenever directed by the Engineer-in-Charge with a view to obtain exposed face concrete by itself, form work shall have to be provided by the Contractor in specific pattern as required and instructed. A sample of the exposed face finish shall be made by the Contractor and the same shall be got approved before the works is started. Due care shall be taken while removing the form work. Time allowed for such shuttering shall be as per decision of Engineer-in-Charge. On removal of form work, the surface shall be rubbed with carborandum stone, so as to give a smooth finish and to match the surrounding surface. No patching up with cement plaster or otherwise shall be allowed. If however, any honey combs, broken edges, or ugly off sets etc. are found, the Contractor shall have to re-do the work without any extra charges. The material used for shuttering for exposed concrete shall be only timber with freshly sawn surfaces or as approved by the Engineer-in-Charge.
 65. The Contractor shall be responsible for getting the necessary tests certificates from the concerned branch of Municipal Corporation and also to get connection for the drainage and water supply from the concerned branch of Municipal Corporation.
 66. The work shall be done in conformity with the plans and within the requirements of the general Architectural, Air Conditioning, Electrical and Structural Plans. This work shall be properly coordinated with the work of the other trades. Hangers and sleeves, structural opening shall be furnished in time for their installations as other work proceeds.
 - 67 (a) The plumbing drawings are diagrammatic, but shall be followed as closely as actual construction and work permits.
(b) The Architectural drawing shall be co-related with the plumbing drawings to all dimensions and shall be followed.
 - 68 (a) The recommended positions of the fittings, fixtures, control valve, tanks etc. as shown on the drawing will be adhered to as far as possible.
(b) If there is discrepancy due to incomplete description/ ambiguity or omission in the drawing and other documents, whether original or supplementary, forming the Contract, either found on completion or during progress of the work, the Contractor shall immediately, on discovering the same, brought to the notice of the Engineer-in-Charge and the decision of the Engineer-in-Charge shall be final and binding on the Contractor.

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69. The Contractor shall submit the complete set of original and further two copies of additional drawings to the Engineer-in-Charge after completion of the work. The drawings must give with the following information:-

- (a) Running detail of all pipes and diameter on all floors and the vertical stacks.
- (b) Location and sizes of all control valves access panels and other equipments.
- (c) I.L. of all manholes including I.L. at out falls.

No completion certificate will be issued until the drawings as aforesaid are submitted by the Contractor.

70. During the progress of the work, completed portions of the building may be occupied and put to use by the DDA but the Contractor shall remain fully responsible for maintenance of the installations till the entire work covered by the Contract is satisfactorily completed.

71. The Contractor shall be responsible for any activity, authorized or unauthorized, going on within the site area handed over to him by the Department for construction/development/maintenance or for any other purpose. The Contractor shall also be responsible for informing the Engineer in-Charge, in writing, wherever their supervision is essential. Further this shall not be a ground for seeking time extension in completion of the work and/or for claiming any loss and/or damage by the Contractor, if at all this causes prolongation of completion of work.

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SPECIAL CONDITIONS

1. The site for the work is available.
2. The water level is likely to rise during rainy season, but nothing extra shall be paid for the work under sub-soil water.
- 3.(a) A detailed programme in the form of precedence network diagram is to be submitted to the Engineer-in-Charge within 15 days after award of work. Any modification suggested by the Engineer-in-Charge shall be incorporated in the Bar Chart. It will be ensured by the Contractor that the time schedule laid down in the aforesaid Bar Chart is adhered to. In case of any slippage, the time lost will have to be made good by the Contractor by speeding up the activities. In such case, he shall be bound to follow the revised programme decided by the Engineer-in-Charge. The programme chart should include the following.
 - i) Descriptive note explaining sequence of various activities.
 - ii) Network (bar chart/precedence network)
 - iii) Programme for procurement of materials by the Contractor.
 - iv) Programme of mobilization of Machinery/equipment.
 - v) Time schedule for the requirement of material to be supplied by the Department.
 - vi) Cash flow statement.

If the Contractor fails to submit the BAR chart, the Engineer-in-Charge shall get it prepared at the risk and cost of the Contractor
- 3.(b) Contractor shall give the Engineer-in-Charge on the 4th day of each month, the progress report of the work done during the previous month. The progress of work will be reviewed periodically by the Engineer-in-Charge with the Contractor and shortfalls, if any, will be sorted out. The Contractor shall there upon take such action as may be necessary to bring back his work to schedule without additional cost to the Department.
4. The submission of detailed programme, for approval by the Engineer-in-Charge, or the furnishing of such particulars shall not relieve the Contractor from any of his duties or responsibility under the Contract. This is, without prejudice to the right of the Engineer-in-Charge to take action against Contractor as per terms and condition of the Agreement.
5. In order to adhere the programme, if the work is to be carried out in more than one shift and no claim on this account shall be entertained. Contractor will have to give advance notice in writing to Engineer-in-Charge for executing any work in odd hours i.e. beyond normal working hours between 9 AM to 5 PM. Contractor shall arrange suitable, to and fro transportation for DDA site staff to their residences, in case the site staff is required to stay beyond office hours.
6. Contractor shall be allowed 15 days for mobilization from the date of issue of letter of award for the work. During this period Contractor will mobilize Plant & equipment and complete other preliminaries like approval of quarry, mix design, trial mix etc.
7. (a) The Contractor shall provide and maintain C.G.I. sheet barricading not less than 2.5m in height from ground level duly painted in white and green as required according to the rules. Wherever, compound wall/fencing exists this provision will not be insisted upon. Nothing extra shall be paid for the same.
 (b) The Contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, marking, flags, lights and flagman as necessary, at either end of the excavation/embankment and at such intermediate points, as directed by the Engineer-in-Charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part. These provisions are in addition to the safety measures already mentioned in PWD-8.
8. Contractor shall provide one signboard of size 3mx5m, displaying name of the Department, and the project, architects, consultant and main Contractor, as approved by the Engineer-in-Charge. Nothing extra shall be paid on this account.
9. Some restrictions may be imposed by the security staff/Delhi Police on the working and for movement of labour, materials etc.

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- i) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent Authority.
- ii) The Contractor shall be bound to follow all such restrictions/instruction and nothing extra shall be payable on this account.
- iii) No claim whatsoever will be entertained by the Department on account of any restrictions (including temporary suspension of work) imposed by the security agencies in execution of work.

10. **QUALITY ASSURANCE**

10.1 The Contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted.

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

11 **APPROVAL OF SAMPLES, TESTING OF MATERIALS AND REJECTION OF SUB-SATANDARD MATERIALS/WORK :**

11.1(a) The Contractor shall submit to the Engineer-in-Charge samples of all materials to be used in the work for approval before procuring bulk supplies and before commencing the work. These approved samples shall be preserved and retained in the custody of the Engineer-in-Charge as standards of materials and workmanship till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account. Preference shall be given to those articles which bear ISI certification mark. In case articles bearing ISI Certification mark are not available, the quality of samples brought by the Contractor shall be judged by the standard laid down in the relevant ISI Specifications. All materials and articles brought by the Contractor to the site for use shall conform to the samples approved which shall be preserved till the completion of the work.

11.1(b) Coarse sand will be used after washing in case silt contents is beyond permissible limit.

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

11.3 Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specification described for the item/ materials. Whenever ISI marked materials are brought to the site of work the Contractor shall if required by the Engineer-in-Charge, furnish manufacturer test certificate or test certificate from approved testing laboratory to establish that the material procured by the Contractor for incorporation in the work satisfy the provisions of IS Codes relevant to the material and/or the work done.

11.4 The contractor shall arrange to carry out all tests as required under the Agreement from the laboratories as approved by the Engineer-in-Charge. Testing charges shall be borne by the Department only if the material tested conforms to the relevant specifications otherwise the testing charges shall be borne by the contractor and the same shall be adjusted against the payment due to the contractor. No testing charges shall be payable by the contractor for the tests conducted in DDA laboratories only if the material tested conforms to the relevant specifications otherwise the testing charges shall be borne by the contractor and the same shall be adjusted against the payment due to the contractor. The expenditure incurred on the field tests at site shall be borne by the contractor. All cost of these samples, their packing, to and fro transportation from the site to the testing laboratory shall be borne by the contractor. Allowing to establish the laboratory at site shall not absolve, the contractor from fulfilling the criteria of getting the test done in independent laboratory. The decision of the Engineer-in-Charge for allowing any test in the site laboratory or any other laboratory shall be final

11.5(a) 75% Tests will have to be conducted in DDA Zonal laboratory and 15% in DDA Central Laboratory at Khelgaon, Shahpur Jat, New Delhi and 10 % from outside lab approved by DDA.

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- (b) In case there is any discrepancy in frequency of testing as given in the list of mandatory tests and that in individual sub-heads of work as per C.P.W.D. Specifications 2009 (Vol. 1 & 2) with up to date Correction Slips for cement mortar, cement concrete & R.C.C. work (higher of two frequencies of the testing shall be followed) and nothing extra shall be payable to the Contractor on this account.
- 11.6 The quality of cement concrete and RCC shall be tested during the execution of the item of work as prescribed in CPWD Specifications.
 - 11.7 The Contractor shall provide, at no extra cost, at site appliances such as weighing scale, graduated cylinders, standard sieves, slump cones, C.I. or M.S. moulds, caliper, tapes etc. for testing of materials at site of work .
 12. Any cement slurry added over base surface or for continuation of concreting for better bond is considered to have been included in the item (unless otherwise specifically stated) and nothing extra shall be payable or extra amount considered in consumption in this account.
 13. The earth obtained from the execution of foundation shall be used for filling in plinth sides, under the floors, courtyards and low lying areas etc. within the premises as per the direction of Engineer-in-Charge. The Contractor if decided by the Engineer-in-Charge in writing shall dispose of the surplus earth outside the premises at the specified location for which extra payment shall be made as per the terms and conditions of the Contract.
 14. The registers for cement, reinforcement bars, paints, lead, other material etc., testing and other registers shall be maintained, as required by the Engineer-in-Charge as per format. These registers shall be signed by the Contractor/or by his authorized representative and the junior Engineer & Assistant Engineer-in-charge of the work.
 15. Factory made materials shall be procured only from reputed & approved manufacturers or their authorized dealers. The decision of Engineer-in-Charge shall be final and binding.
 16. Wherever specialized work is to be executed or materials are to be procured through specialized agencies, their names shall be got approved well in advance from Engineer-in-Charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work; Contractor should negotiate with concerned specialized agencies and send their names for approval to Engineer-in-Charge. Any material procured without prior approval of Engineer-in-Charge in writing is liable to be rejected. Engineer-in-Charge reserves his right to get the materials tested in laboratories of his choice before final acceptance. Non standard material shall not be accepted.
 17. Contractor shall also submit the names of water proofing specialist along with information about their technical capabilities and list of similar works executed by the specialized agency in the past for the approval of Engineer-in-Charge within 30 days from the date of award of work. The approved specialized agency for the work of water proofing will have to execute a guarantee bond in prescribed proforma enclosed for removing any defects for at least 10 years. Guarantee bond shall be signed by both the specialized agencies as approved by the Engineer-in-Charge and the Contractor to meet their liability under the guarantee bond. However, the sole responsibility about the efficiency of water proofing treatment shall rest with the building Contractor.
 18. 10% of the cost of water proofing work shall be retained as additional Security Deposit and the amount so withheld would be released after ten years from the date of completion of the entire work under the Agreement. If the performance of the work done is found unsatisfactory and any defects are noticed during the guarantee period, it shall be rectified by the Contractor within seven days of receipt of intimation of defects in the work. If the defects pointed out are not attended within the specified period, the same will be got done by another agency at the risk and cost of the Contractor.
 19. The Contractor shall indicate the names of at least 3 specialized agencies with whom they are likely to be associated for sanitary, water supply and electrical works. The Engineer-in-Charge reserves the right to select anyone to whom the work could be assigned.
 20. The Contractor shall necessarily use the surface vibrator for compaction of concrete in floor slab etc. for placement of concrete at various levels tower crane of appropriate size, capacity and boom length or concrete pump shall necessarily be deployed by the Contractor. However, mechanical hoist can be used by the Contractor for lifting other construction materials.

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21. The term machine batched machine mixed and machine vibrated design mix concrete used anywhere in Agreement shall mean the concrete produced in automatic concrete batching & mixing Plant and if necessary transported by transit concrete mixers, placed in position by the concrete pumps and vibrated by surface vibrator/needle vibrator/plate vibrator, as the case may be, to achieve required strength and durability.
- (a) The mix design and testing of trial mixes shall be done in any of the Laboratories listed below for the approval of Engineer-in-Charge.
- (i) National Council of Cement and Building Material, Ballabhgarh.
- (ii) C.R.R.I., New Delhi.
- (iii) I.I.T. Delhi.
- (iv) Any labs approved by DDA.
22. The Contractor will indicate the system of centering and shuttering, he proposed to adopt for easy erection and de-shuttering. Based on this system, the type of material to be used in shuttering will be determined.
23. The Contractor shall carry out disc test on all sewer lines and satisfy the Engineer-in-Charge that the lines are absolutely clear. Any obstruction shall be removed by the Contractor without any claim for extras. Decision of the Engineer-in-Charge with regard to disc test and cleaning of the lines shall be final.
24. SPECIAL CONDITIONS OF CEMENT:
- (1) The Contractor shall procure 43 grade (conforming to IS: 8112) ordinary Portland cement, as required in the work, from reputed manufacturers of cement having production capacity not less than one million tones or more per annum, such as ACC, Attra Tech, J.P. Rewa, Vikram, Shree Cement, Birla Jute and Cement Corporation of India etc., as approved by Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product. The tenders may also submit a list of name of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially.
- Supply of cement shall be taken in 50 Kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the Contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS Codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected, and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
- (2) The cement shall be brought at site in bulk supply of approximately 50 tones or as decided by the Engineer-in-Charge.
- The cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.
- (3) Double lock provision shall be made to the door of cement godowns. The keys of the one lock shall remain with Engineer-in-Charge or his authorized representative and the key of the other lock shall remain with the Contractor. The Contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-charge or his authorized representatives at any time.
- (4) The cement shall be got tested by Engineer-in-Charge and shall be used on work only after satisfactory test results have been received. The Contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the Contractor/Department in the manner indicated below:
- (a) By the Contractor, if results show that the cement does not conform to relevant BIS codes.
- (b) By the Department, if the results show that the cement conforms to relevant BIS Codes.

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- (5) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the Contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 42 of the Contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to made.
- (6) The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer-in-charge.
- (7) The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.
25. SPECIAL CONDITIONS OF STEEL:
- (1) The Contractor shall procure TMT bars of Fe415/Fe500/Fe550 grade (the grade to be procured is to be specified) from primary producers such as SAIL or TISCO or RINL as approved by Ministry of Steel. In case of non-availability of steel from primary producers the NIT approving authority may permit use of TMT reinforcement bars procured from secondary producers. In such cases following condition are to be stipulated in the NIT by NIT approving authority subject to following conditions:-
- (a) The grade of the steel such as Fe415/Fe500/Fe550 or other grade to be procured is to be specified as per BIS 1786-2008.
- (b) The secondary producer must have valid BIS licence to produce HSD bars conforming to IS 1786 : 2008. In addition to BIS licence, the secondary producer must have valid licence from either of the firms Tempcore, Thermex, Evcon Turbo & Turbo Quence to produce TMT Bars.
- (c) The TMT bars procured from primary producers shall conform to manufacture's specifications.
- (d) The TMT bars procured from secondary producers shall conform to the specifications as laid by Tempcore, Thermex, Evcon Turbo & Turbo Quench as the case may be.
- (e) TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786 : 2008 pertaining to Fe 415D Fe 500D or Fe 550D grade of steel as specified in the tender (while preparing NIT the grade of the steel to be specified).
- (2) The Contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work.
- (3) Samples shall also be taken by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case, test results indicate that the steel arranged by the Contractor does not conform to the specifications as defined under para (1)(d) & (1)(e) above, the same shall stand rejected, and shall be removed from the site of work by the Contractor at his cost within a week time or written orders from the Engineer-in-charge to do so.
- (4) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more, or as decided by the Engineer-in-Charge.
- (5) The steel reinforcement bars shall be stored by the Contractor at site of work in such a way as to prevent distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- (6) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

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

- (7) The Contractor shall supply free of charge the test pieces of steel bars required for testing. The cost of tests shall be borne by the Contractor/Department in the manner indicated below:
- By the Contractor, if results show that the steel does not conform to relevant BIS Codes.
 - By the Department, if the results show that the steel conform to relevant BIS Codes.
- (8) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the Contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the Contract and shall be governed by conditions laid therein. In case the consumption is less the theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment is to be made.
9. The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of engineer in charge.
10. In case contractor is permitted to use TMT reinforcement bars procured from secondary producers then:
- The base price of TMT reinforcement bars as stipulated under schedule 'F' shall be reduced by Rs. * per MT.
 - The rate of providing and laying TMT reinforcement bars as quoted by the contractors in the tender shall also be reduced by Rs. * per Kg. (The rate of reduction shall be same as (10).(1) above converted to per Kg. plus contractor's profit and over heads as applicable).

26. CONDITIONS FOR WATER:

- 26.1 The Contractor shall make his own arrangement for providing water for construction and drinking purposes. Contractor shall have to get the water tested from any laboratory approved by the Engineer-in-Charge at regular interval as per the revised CPWD Specifications 2009 (Vol 1 & 2) for cement mortar, cement concrete and RCC works. All expenses towards collection of samples, packing transportation etc. shall be borne by the Contractor.
- 26.2. If the tube well water is not suitable, the Contractor shall arrange suitable water from municipal or any other source at his own cost and nothing extra shall be paid to the Contractor on this account. The water shall be got tested at frequency specified in latest BIS Code/CPWD Specifications.

27. CONDITIONS FOR BITUMEN:

- 27.1 The Bitumen of required penetration manufactured by IOC, BP and HP shall be allowed for use in the work.
- 27.2 After completion of the work, theoretical quantity of bitumen to be used at work shall be calculated on the basis of CPWD schedule showing the quantity of Bitumen in different items of work provided in the DSR2007 with up to date correction slips.
- 27.3 Difference in the quantity of bitumen actually consumed by the contractor in the work and theoretical quantity so calculated including authorized variation, if difference is on the minus side, the work executed with less bitumen shall be rejected and the work is to be re executed by the agency at its own cost.
- 27.4 The contractor shall have to submit their original voucher for procurement of bitumen along with manufacturers test reports as testimony of the material supplied confirming too referred BIS code and CPWD specification 2009 (Vol. 1&2) with up to correction slips wherever these are superior to BIS specification.
- 27.5 The quantity of Bitumen taken in the nomenclature of the item is optimum. Contractor shall have to get the job mix designed from any premier Govt. institutions such as CRRI, IIT, NIT etc. or any lab approved by DDA and

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The same shall be got approved from Engineer in charge before use (the decision of Engineer-in-charge in this regard will be final and no further request on any kind will be entertained). In the case of quantity of Bitumen in the job mix exceeds the quantity in this item, the contractor shall have to execute the work as per approved job mix and nothing extra shall be paid for extra quantity of bitumen used in the work. The contractor shall have to bear the cost of getting the cost of job mix designed from the above stated institution/labs and nothing extra shall be paid.

- 27.6 In case the quantity of bitumen in the design mix is reduced than that provided in the item of work, recovery for less bitumen used shall be made at the rate of Rs **40,000/- per M.T**
28. The work of internal electrical installation shall be supervised and monitored by Electrical Wing of D.D.A. The Contractor for the main work shall have to get the electric work done as per direction of Executive Engineer Electrical Division. The measurement part of electrical work shall be done by Executive Engineer, Electrical Division and shall forward to Executive Engineer Civil for incorporation in the bills. The Security Deposit for electrical work shall be released only after a certificate regarding satisfactory completion of work is given by Executive Engineer (Electrical).
29. Action shall be taken for approval of service layout plans i.e., water supply, sewerage, storm water drain etc. by the field units from local bodies well in time, so as to ensure that work is not hindered for want approval of service plans. Where the scope of work is for turnkey job which also include the work of design of services a condition shall be incorporated as additional condition in the NIT that sewer, storm water drain and water supply shall be designed by the agency and got approved from the respective Civic Agencies like DJB, MCD etc.
30. **Maintenance of Installations**
During the progress of the Work, completed portions of the building may be occupied and put to use by the D.D.A., but the Contractor shall remain fully responsible for maintenance of the installations till the entire work covered by the Contract is satisfactorily completed.
31. The Contractor shall be responsible for any activity authorized or unauthorized going on within the site area handed over to him by Department for Construction, Development, Maintenance or for any other purpose. The Contractor shall also be responsible for informing the Engineer-In Charge in writing, wherever their supervision is essential. Further this not be ground for seeking time extension in completion of the work and /or for claiming any loss and/ or damage by the Contractor if at all this clause propagation completion of work

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GENERAL SPECIFICATIONS**1. Specification:**

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

- 1.1 The entire work shall be executed as per CPWD Specifications 2009 Vol.I to II with up to date correction slips, specifications attached herewith & DJB/MCD norms. However, in case of any discrepancy in the description of any items as given in the schedule of quantities appended with the tender and the specification relating to the relevant item that shall be sorted out as per CPWD Specifications 2009 Vol. I to II, if the Specification for any items are, not available in CPWD Specifications referred above, relevant BIS Specifications shall be followed. In case BIS Specifications are also not available, the decision of the Engineer-in-Charge shall be final.
- 1.2 CPWD Specifications Pt.-I (Int.) 2005 and Pt.II (Ext.) 1994 with up to date Correction Slips for Electrical works shall be followed.
- 1.3 Samples of all building materials, doors and windows fitting, sanitary wares and other articles required for execution of works shall be got approved from Engineer-in-Charge shall only be used. Articles classified as First quality by the manufacture shall be used unless otherwise specified.
- 1.4 The Contractor shall give a performance test such as smoke test/pressure test of the entire installations as per standard Specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the Contractor for the test.
- 1.5. The weep holes, expansion joints, wherever required in S.W.drains, may be provided at suitable intervals as per specification and nothing extra shall be paid on this account.

2.0 Brick Work:

- 2.1 Contractor shall procure cement fly ash bricks from the reputed manufacturers approved by Engineer-In-charge after checking the quality of material as per specifications / codes.
- 2.2 All mortars shall be mixed in Mechanical mixtures, no hand mixing shall be allowed for mixing of mortar.

3.0 R.C.C.**3.1 FORM WORK:****(a) Cleaning and Treatment of Works:**

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

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

(c) Stripping Time:

In case the concrete gain the required strength the de-shuttering shall be executed as follows:

Walls, columns and vertical faces of structural members.

48 hours.

Removal of prop under slab:-

a) Spanning upto 4.5 m.

7 days.

b) Spanning over 4.5m.

14 days.

Removal of props under beams and arches:-

a) Spanning upto 6m.

14 days.

b) Spanning over 6 m.

21 days.

In case of hot weather or cold weather these period may be varied at the discretion of Engineer-in-Charge. The number of props, their size and disposition shall be such as to be able to safely carry full dead load of the slab, beam or arch as the case may be together with any live load likely to occur during placing of concrete, curing or further construction.

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4(d) **Removal of Form Work:**

Form work shall be removed in such a manner as it would not cause any shock or vibration that would damage the concrete. Before removal of soffits and props concrete surface shall be exposed to ascertain that the concrete has sufficiently hardened.

3.2 **DESIGN MIX (Ready Mix)**

- a) Design mix (Ready Mix) concrete shall be used in the work for all structural members. A computerized automatic batching Plant of minimum capacity 80 cum per day (8 hours working) shall be installed at site or Ready Mixed concrete with O.P.C. from reputed manufacturer to be approved by Engineer-in-Charge shall be allowed.

Concrete for all reinforced concrete works in columns, wall, footing, beams, slab and the like shall be laid and well consolidated by vibrating using portable mechanical vibrator. The rest of the concrete such as chajjas and shelves etc. shall be laid and well consolidated by pouring & tamping. Care shall be taken to ensure that concrete shall be poured through concrete pumps.

- b) **All R.C.C items of M-25/30/35 are based on assumption of cement content of 380/400/420 kg/cum. respectively. However, the less cement used as per design mix shall be recovered @ prevailing market rate including cartage, VAT and taxes & no extra payment shall be made for excess use of cement .**The Admixtures, complying with I.S. 9103, can be used for improving workability and their performance shall be monitored as per clause 5.5 I.S. 456-2000 and C.P.W.D. specification 2009 vol.-I & II with up to date correction slips. Admixtures should not impair durability of concrete nor combine with the constituent to form harmful compounds nor increase the risk and corrosion of reinforcement. Nothing extra shall be paid for use of admixtures. Nothing extra will be paid for pumping the concrete as well.

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

M25	-	0.50
M30	-	0.45
M35	-	0.45

3.3 **The concrete mix design with and without admixture will be carried out by the Contractor through one of the following laboratories/Test houses and ready mix concrete shall conform to accepted design mix.**

- (i) IIT, Delhi.
(ii) National Council for Cement & Building Materials, Ballabhgarh.
(iii) CRRI, Delhi.
(iv) Any lab approved by DDA

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

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

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

3.7 a) For procurement of ready mix concrete from RMC Plants, the Contractor shall, within 15 days from award of the work, submit list of at least three RMC Plant companies of repute along with details of such Plants including details of transit mixer, pumps etc. to be deployed indicating name of owner/company, its location, capacity, technical establishment, past experience and text of MOU proposed to be entered between purchaser (the Contractor) and supplier (RMC Plant) to the Engineer-in-Charge who shall give approval in writing (subject to drawl of MOU). The Contractor shall draw the MOU with approved RMC Plant owner/company and submit to Engineer-in-Charge within a

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week of such approval. The Contractor will not be allowed to purchase ready mixed-concrete without completion of above stated formalities for us in this project.

b) Notwithstanding, the approval granted by Engineer-in-Charge in aforesaid manner, the Contractor shall be fully responsible for quality of concrete including input control, transportation and placement etc.

c) The Engineer-in-Charge will reserve right to inspect the RMC Plant at any stage and reject the concrete if he is not satisfied about quality of product. The Contractor should therefore draw MOU/Agreement with RMC owner/company very carefully keeping all terms and conditions/Specifications forming a part of this tender document.

3.8 The Engineer-in-Charge reserves the right to exercise control over the:

(i) Ingredients, water and admixtures procured, stored and to be used in the concrete including conducting of tests for checking quality of Materials, recordings of test results and declaring the Materials fit or unfit for use in production of mix.

(ii) Weighing and quantity check on the ingredients, water and admixtures added for batch mixing.

(iii) Time of mixing of concrete.

(iv) Testing of fresh concrete, recordings of results and declaring the mix fit or unfit for use. This will include continuous control on the workability during production and taking corrective action.

For exercising such control, the Engineer-in-Charge shall periodically depute his authorized representative at the RMC Plant. It shall be responsibility of the Contractor to ensure that all necessary equipments manpower & facilities are made available to Engineer-in-Charge/or his authorized representative at RMC Plant.

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

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

3.11 43 grade OPC (Conforming to IS-8112) of brand/make/source as approved by Engineer-in-Charge shall only be used for production of concrete.

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

3.13 The item of Design Mix cement concrete shall be inclusive of all the ingredients including admixtures if required, labour, Machinery T&P etc. (except shuttering which will be measured & paid for separately) required for a design mix concrete of required strength and workability. The rate quoted by the agency shall be net & nothing extra shall be payable on account of change in quantities of concrete ingredients like cement and aggregates and admixtures etc. as per the approved mix design.

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

3.15 Precast cover blocks in cement mortar 1:2 mix (1 cement: 2 coarse sand) of about 4x4cm. Section will be placed between form work and reinforcement to achieve uniform and required cover of concrete in slab and beam bottom. For beam side and columns factory made round type cover blocks shall be uses.

3.16 SCAFFOLDING:

The scaffolding for doing the brick work for all external walls shall be done from outside. The supports shall be sound and strong, tied together with the horizontal pieces. Theholes for horizontal scaffolding pole shall be provided only in header course. The holes in the masonry work for supporting the scaffolding shall be filled and made good before plastering. The contractor shall be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand all loads likely to come upon it. Nothing extra is payable on this account. Double steel scaffolding having two sets of vertical supports shall be provided for external wall finish, cladding etc.

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Due care shall be taken by the contractor to ensure the execution of brick masonry walls in plumbs. The outer face of the building shall be kept as true face.

3.17 WOOD WORK:

Wooden shutters as specified, shall be procured from factories as approved by the Engineer-in-Charge and shall conform to relevant IS Code. The Contractor shall inform well in advance to the Engineer-in-Charge the names and address of the factory from where the Contractor intends to procure/get the shutters manufactured. The Contractor will place order for manufacturing of shutters only after written approval of the Engineer-in-Charge in this regard is given. The Contractor is bound to abide by the decision of the Engineer-in-Charge and recommend a name of another factory from the approved list in case the factory already proposed by the Contractor is not found competent to the manufacture quality shutters. Shutters will however, be accepted only if they meet the specified tests. The Contractor will also arrange stage wise inspection of the shutters at factory by the Engineer-in-Charge or his authorized representative. The Contractor will have no claim if the shutters brought at site are rejected by the Engineer-in-Charge in part or in full lot due to bad workmanship/quality. Such shutters will not be measured and paid. The Contractor shall remove the same from the site of work within 7 days after the written instructions in this regard are issued by the Engineer-in-Charge.

4.0 All fittings & fixtures shall be got approved from the Engineer-in-Charge before procurement well in advance and the approved samples shall be kept at site till completion of work.

5.0 STEEL WORK:

5.1 The manufacturer/fabricator of the following items of steel work shall be got done only from the workshops approved by the Chief Engineer:

- (i) Pressed Steel Door frames.
- (ii) Steel Doors, Windows, Ventilators and Composite Units.
- (iii) Grills.

5.2 The names of suitable workshops having technical capability and experience in executing similar work shall be submitted well in advance for approval of Chief Engineer.

5.3 10 mm dia M.S. tie bar shall be provided at the bottom end of pressed steel/Tee iron frames to maintain them in true alignment and nothing extra is to be paid for the same.

5.4 The railing height shall be clear height above the finished floor/tread. The height of vertical bars at the turning points of the stair case railing shall be adjusted so as to provide smooth curvature to the railing.

5.5 All the welded joints for Doors and windows shutters and frames shall have continuous arc/flash butt welding. The welding joints shall be properly finished by grinding before applying coat of primer.

5.6 The hinges of door shutters shall be welded to angle iron frames at full length of Contract area each Eyes and hooks shall be provided to such frames as per requirement. Nothing extra shall be paid for this work or for providing wooden padding for fixing the fitting to suit angle iron frames.

5.7 Rates for steel window shall be deemed to exclude the cost of providing M.S. stays and windows fastener of approved type each. The rate of M.S. Grills shall cover all work provided. No distinction shall be made between plain and ornamental grills for payment. The grill should be welded along the full length of the structure with M.S. frames of doors & windows.

5.8 Welding wherever required in the structure like grill, railing and frames shall be done in full length along the Contract area of the member, tuck welding is not allowed.

6.0 FLOORING:

6.1 All the work in general shall be carried out as per CPWD Specifications.

6.2 Only machine cut stone true to shape, size and dimensions etc. as specified shall be used for flooring work. Nothing extra shall be payable.

6.3 The ceramic tiles shall be as specified in the item. The tiles shall be of specified colours as shown in the drawings and will be paid in pattern as per architectural drawings. Nothing extra shall be paid for laying tiles in specific pattern. The tiles shall be of first quality of approved make. The Ceramic Floor Tiles shall be of Group-V of approved make.

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- 6.4 Proper gradient shall be given to flooring for toilets, verandah, kitchen, courtyard etc. so that the wash water flows towards the direction of floor trap. Any reverse slope, if found, shall be made good by the Contractor by ripping open the floor/grading concrete and nothing extra shall be paid for such rectifications.
- 6.5 The flooring and skirting will be executed as per pattern shown in the Architectural drawings and as per approval of Engineer-in-Charge and nothing extra shall be payable on this account.
- 6.6 Samples of flooring material will be procured well in advance and submitted to the Engineer-in-Charge for approval. Approved samples should be kept at site with the Engineer-in-Charge and the same shall not be removed without written permission of Engineer-in-Charge. No payment whatsoever will be made for these samples.
- 6.7 Kota stone slab flooring shall be laid as per pattern approved by the Engineer-in-Charge. The stone slabs shall be machine cut and size as approved by Engineer-in-Charge.
- 6.8 The rate of items of flooring is inclusive of providing sunk flooring in bathrooms, kitchen etc. and nothing extra on this account is admissible. The flooring is to be laid in pattern of various combinations as per architectural drawings. The flooring in treads and risers of staircase is to be laid in single piece. Nothing extra shall be paid on these accounts. The measurement shall be made for finishing work of flooring.

7.0 **WATER SUPPLY AND SANITARY INSTALLATIONS:**

- 7.1 For various fitting in internal services, the dimensions given in the following table shall be maintained.

Item	Height above Floor level(mm)	Distance from face of wall(mm)
Bath Room		
Bib Cock	800	200
Shower Rose	2100	500
Stop Cock for Shower Rose.	1100	
W.C.		
Bib Cock	250	100
Other fittings		
Wash basin front Edge	800	
Mirror: Bottom	1260	
Top	1800	
Glass shelf	1050	
Towel Rail	1100	
Kitchen Sink	900	
Kitchen bottom Tap	500	200

- 7.2 The SCI/CI/PVC etc., pipe and G.I. pipe etc. wherever necessary shall be fixed to RCC columns, beams etc. with raw plugs and nothing extra shall be paid for this.
- i) The Contractor shall submit completion plans for water supply, internal sanitary installations and building drainage work within thirty days of the date of completion. These plans are to be submitted on drawings prepared preferably by computers (1 original copy plus 3 Photostat) on suitable scales to show the general arrangement and desired details. In case the Contractor fails to submit the completion plans as aforesaid, the Security Deposit shall not be released.

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- ii) The variation in consumption of material shall be governed as per CPWD specification and clauses of the Contract to the extent applicable.
- iii) The pig lead to be consumed for 100 mm, 75mm, SCI pipe joints shall not be less than 0.98kg and 0.88 kg. per joint respectively. However, in case of less consumption of pig lead by more than 5% of quantity of pig lead specified above shall be recovered from the Contractor at market rate to be determined by Engineer-in-Charge whose decision in the matter will be final.
- iv) The Contractor shall bear all incidental charges for cartage, storage and safe custody of materials and shall construct suitable godowns, yards at the site of work for storing materials so as to be safe against damage by sun, rain, fire or theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his own cost.
- v) Concealed piping or sanitary work shall be carried out with the help of suitable chases to be cut in the wall by chase cutting tools only. In no case haphazard cutting of wall by chisel shall be allowed. After fixing of pipes in chases, the chases shall be filled with cement mortar 1:3 (1 cement : 3 coarse sand) and nothing extra shall be paid on this account.
Sanitary fixtures shall be of the best quality approved by the Engineer-in-Charge. Wherever particular makes are mentioned, the same shall be provided as per the tender specification after approval of Engineer-in-Charge.
- vi) All fixtures and fittings shall be provided with all such accessories as are required to complete the item in working condition whether specifically mentioned or not in the Schedule of Quantities, Specifications, elsewhere in this tender document & drawings. The quoted rates shall be deemed to be all inclusive for a complete item fit for use including all materials, labour T&P, specials, equipment, testing & commissioning etc. Accessories shall include proper fixing arrangement, brackets, nuts, bolts, screws and required connections pieces. Nothing extra whatsoever shall be payable on this account.
- vii) Fixing screws shall be half round head chromium plated brass screws with C.P.washers where necessary or otherwise as provided in the item.
- viii) Porcelain sanitary ware shall be glazed vitreous china of first quality free from warps, cracks and glazing defects and shall conform to I.S.2556-1967. Colour of sanitary ware, shall be specified or as selected by the Engineer-in-Charge. Nothing extra shall be payable on this account.
- ix) All fittings and fixtures shall be fixed in a neat workman like manner, true to required level and heights and in accordance with the manufacturer recommendations and as per directions of Engineer-in-Charge. Care shall be taken to fix all inlet and outlet pipes at correct positions.
- x) Horizontal pipes running along ceiling shall be fixed on structural adjustable clamps of approved design. Horizontal pipes shall be laid to uniform slope and the clamps adjusted to the proper levels so that the pipes fully rest on them and are properly secured.

7.3

Clamps:

Structural clamps shall be fabricated from M.S.structural members i.e. rods, angles, channels flats as per detailed drawing or as directed. Contractor shall provide all nuts, bolts, welding material and paint the Clamps with one coat of red oxide and two or more coats of black enamel paint. Whereas M.S.clamps are required to be anchored directly to brick walls, concrete slabs, beams or columns, nothing extra shall be payable for clamping arrangement and making good with cement concrete 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) or as the mix of element (beam or column) as directed by the Engineer-in-Charge.

7.4

China Flushing Cistern & European Water Closet:

European W.C. shall be low volume flushing (10 litres) P or S trap type set flushed by means of low volume cistern. The cistern shall be in vitreous china or in ABS plastic, as specified in the schedule of quantities, with all components in non corrosive materials. The flush pipe shall be C.P. brass with suitable adaptor for water closet inlet.

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Each W.C. seat shall be provided with a sole plastic seat of colour given in the schedule of quantities, rubber buffers and chromium plated hinges. Plastic seat shall be so fixed that it remains absolutely stationary in vertical position without falling down on the W.C.

Rate for providing and fixing of water closet shall include all items and operations stated in the respective Specifications and Schedule of Quantities to provide a complete item fixed for use and nothing extra is payable. Quoted Rates shall also be inclusive of cutting holes and chases and making good the same, C.P. Brass screws, nuts, bolts and any fixing arrangements required and recommended by manufacturers including testing and commissioning.

7.5 **Flat Back Wash Basin:**

Flat Back wash basin shall be white glazed vitreous china of size mentioned in schedule. Each basin shall be provided with R.S. or C.I. brackets and clips and the Basin securely fixed to wall. Proper silicon sealant shall be applied between the junction of stone and wash basin lip for sealing any voids.

7.6 **Unplasticised PVC Pipes & Fittings**

UPVC pipes and fittings shall conform to IS: 4985 of specified class Jointing shall be done as per the manufacturers recommendations. The pipes and fittings must have matching dimensions for a perfect joint. Loose or excessively tight joints in the system shall not be accepted. Fittings must have sufficient gap (approx.10mm) for permissible thermal expansion of pipes. UPVC pipes shall be clamped to the wall with approved type UPVC or Galvanized Iron saddle clamps

Rates for all items quoted shall be inclusive of all work and items given in the above mentioned Specifications and Schedule of Quantities and applicable for the work under floors, in shafts or at ceiling level at all heights and depths. All rates are inclusive of cutting holes and chases in RCC and masonry work and making good the same. All rates are inclusive of pre-testing and on site testing of the installation, materials and commissioning.

All UPVC rain water pipes shall be measured net when fixed correct to a centimeter including all fittings along its length. No allowance shall be made for the portions of pipes lengths entering the sockets of the adjacent pipes or fittings. The above will apply to both case i.e. whether pipes are fixed on wall face or pillars or embedded in masonry or pipes running at ceiling level.

Rate for providing and fixing of P trap inlet fitting shall include all items and operations stated in the respective Specifications and Schedule of Quantities to provide a complete item fixed for use and nothing extra is payable. Rates for all items under Specifications paras above shall be inclusive of cutting holes and chases and making food the same, any fixing arrangements required including testing and commissioning etc. complete.

7.7 **Special Fittings:**

C.P. Brass Taps and Stop Cocks as specified in the schedule shall be provided. All floor trap grating in toilets and shower areas & kitchen shall be SCI type.

7.8 The H.D.P.E. water storage tanks should be F.D.A. (Food Drug Addition) approved and tested by C.B.R.I. Roorkee and Public Health Engineering Laboratory. If necessary the Engineer-in-Charge will be at liberty to get the tanks tested for the various tests laid down by test house approved by the Engineer-in-Charge to ensure their strength and suitability for storing potable water. The testing and other incidental charges shall, however be borne by the Contractor and the Contractor shall also provide the guarantee covered by the manufacturer and the same shall duly endorsed to the DDA with manufacturer's guarantee for all the above materials.

Measurements:

Rates for all items quoted shall be inclusive of all work and items given in the above mentioned Specifications and Schedule of Quantities and applicable for the work under floors, in shafts or at ceiling level at all heights and depths. All rates are inclusive of cutting holes and chase in RCC and masonry work and making good the same.

All rates are inclusive of pre testing and on site testing of the installations, materials and commissioning.

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8.0 WATER PROOFING:

- 8.1. All areas where water proofing is to be done the water proofing shall be got done through firms specialized in water proofing.

The item of water proofing in schedule of quantities pertaining to the building works, shall be guaranteed against seepage/leakage for a period of ten years. The Contractor shall have to execute a performance bond in the prescribed Performa enclosed in the tender documents.

- 8.2 The proportion of the water proofing compound of approved makes to be used in cement shall be 1% by weight i.e. 1kg. of chemical of approved quality and manufacture shall be mixed with 100 kg. of cement or in the proportion recommended by the manufactures.

GUARANTEE BOND:

Ten years Guarantee Bond in prescribed Performa attached at **Annexure III** herewith shall be submitted by the Contractor which shall also be signed by both the specialized agency and the Contractor to meet their liability/liabilities under the guarantee bond. However, the sole responsibility about efficiency of water proofing treatment shall rest with the building Contractor. (Ten per cent) of the cost of water – proofing work shall be retained as additional Security Deposit and the amount so withheld would be released after ten years from the date of completion of the entire work under the Agreement, if the performance of the work done is found satisfactory. If any defect is noticed during the guarantee period, it shall be rectified by the Contractor within seven days of receipt of intimation of defects in the work. If the defects pointed out are not attended within the specified period, the same will be got done from another agency at the risk and cost of the Contractor.

However, the Security Deposit deducted may be released in full against bank guarantee of equivalent amount in favour of Engineer-in-Charge, if so decided by the Engineer-in-Charge. The Security Deposit against this item of work shall be in addition to the Security Deposit mentioned elsewhere in Contract form.

9.0 FINISHING:

- 9.1 The work shall be carried out as per CPWD Specifications.

- 9.2 The primer, ready mixed paint, distemper etc. of makes as per **Annexure I** shall only be used and brought to the site of work, in the original sealed containers. The material brought to the site of work shall be sufficient for at least 30 days of work. The material shall be kept under the joint custody of Contractor and representative of the Engineer-in-Charge. The empty containers shall not be removed from the site till the completion of the work without permission of the Engineer-in-Charge.

10.0 CLEANING AND DISINFECTION OF PIPELINES:

- 10.1 On completion of hydraulic tests and before a pipe is disinfected, it shall be proved to be free from obstruction, debris and sediment by scouring or by any other process which the Engineer-in-Charge may prescribe. Upon satisfactory completion of testing and cleaning, the pipelines shall be disinfected as under:

Chlorine solution shall be applied at the charging point as the pipeline is being filled and dosing shall be continued until the pipeline is full and at least 50 parts of chlorine per million parts of water have been made available and distributed evenly. If ordinary bleaching powder is used, proportions will 150 gms of powder to 1000 litres of water. If a proprietary brand is used, the proportion shall be as specified by the manufacturers. The treated water shall be left in pipeline for a period as directed but not exceeding 24 hours. Chlorine residual tests shall be taken at various points along the pipeline. The disinfection process shall be repeated until the sample of water taken from the pipeline are declared fit for human consumption by a recognized laboratory.

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11.0 SPECIFICATIONS FOR WATER SUPPLY, SEWERAGE & DRAINAGE:**General:**

- 11.1 The scope of work comprises supply, laying, installation, `commissioning and testing of water supply, sewerage and drainage works including sanitary fixtures and fittings. These works shall be executed as per specification 2009 Vol.I& II.
- 11.2 All the water supply and sanitary works shall be carried out by the licensed plumbers approved by the local authorities and skilled workman, experienced in the trade.
- 11.3 All the works shall be completely concealed either within shafts or chases and dropped ceilings, unless specifically shown in drawings or required otherwise.
- 11.4 The Contractor shall be responsible for coordinating the work with works of other trades sufficiently ahead of time to avoid unnecessary hold ups. Hangers, sleeves, recesses, etc. shall be left in time as the work proceeds whether or not these are shown in drawings.
- 11.5 Only material of specified make subject to the approval of the sample by Engineer-in-Charge shall be used.
- 11.6 The Contractor shall submit, as directed by the Engineer-in-Charge, samples, manufacturer's drawings, equipment characteristics and capacity, date etc. of all the equipment, accessories, devices etc. that he proposes to use in the installation to the Engineer-in-Charge for approval.
- 11.7 Before the work is handed over the Contractor shall clean all fixtures removing all plaster, stickers, rust stains and other foreign matter, leaving every part in acceptable condition and ready for use to the satisfaction of the Engineer-in-Charge.
- (a) All sanitary wares and fittings shall conform to I.S. standards. The Contractor shall submit samples of all fittings and fixtures proposed to use to the Engineer- in-Charge for his approval. The approved samples shall remain with the Engineer-in-Charge till the completion of the work.
- (b) The G.I.fittings shall be of same grade and specification as prescribed for G.I.pipe.All the workmanship shall confirm to Indian Standard Codes of practice. The fixing and finishing shall be neat, true to level and plumb. Manufacturer's instruction shall be followed closely regarding installation and commissioning.
- All fixtures shall be protected throughout the progress of the work from damage. Special care shall be taken to prevent damage and scratching of the fittings. Tool marks on exposed fixtures shall be removed with hot water only after the final completion of the work.

11.8 The work shall conform to DJB guidelines.

12.0 EXPANSION JOINTS:

12.1 Expansion joints are to be covered with A.C.sheet/as per item of Schedule of Quantity.

13.0 CONSTRUCTION JOINTS:

- 13.1 The Contractor shall give his proposal for location and treatment of construction joints. The construction joints shall be provided only at places and in the manner as approved by Engineer-in-Charge.
- 13.2 Except where shown otherwise on the drawing, reinforcement shall continue through construction joints.
- 13.3 The foreign matter and laitance shall be cleaned properly by compressed air before starting further work.

14.0 PRECAST WORK:

- 14.1 The precast kerb stone, as stipulated in the schedule of quantities shall be procured by the Contractor from one of the approved list of manufacturer. Before execution of work, Contractor shall submit Engineer-in-Charge the name of the firms along with their quality assurance system. The Engineer-in-Charge have right to inspect the factories of manufacturer before and during production of precast members. During manufacturing of precise members at least six cubes of size 150mmx150mmx150mm out of the concrete mix shall be casted in the factory of precasting for each day of manufacturing in the presence of representative of Engineer-in-Charge. The three cubes shall be tested after 7 days of casting and balance 3 cubes shall be tested after 28 days of casting. After manufacturing and curing of precast members, and

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their supply at site. Engineer-in-Charge shall have right to do conduct any non-destructive test on precast members to assure the quality of members if found necessary by tests. However, minimum of one no. non destructive test/rebound hammer test shall be done by Engineer-in-Charge on one precast members out of 500 members/kerb stone so produced and supplied.

15.0

EXTERNAL FINISHING:

15.1

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

16.0

16.1

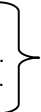
The contractor shall procure the paver blocks/tiles only from the manufacturer as indicated below:

1. NITCO
2. NIMCO
3. K.K
4. Hindustan (Alwar)
5. M/S Sushma Enterprises
6. M/s Paver India Pvt. Ltd.
7. M/S Swastik Tiles.
8. M/s Aggarwal Tile Industry.
9. M/S Saurabh Industries.
10. M/s Strar Tiles .
11. M/s Hindustan Precast.

16.2

The contractor must ensure that Paver block /Tiles should confirm to IS:15658:2006 and should be got approved by Engineer-in-charge before use at site.

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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

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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

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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 -----

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AE(P)/WD-10

Form-XIII (See rule 75)

REGISTER OF WORKMEN EMPLOYED BY CONTRACTORName 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.N o.	Name and surnam e of workma n	Ag e and Se x	Father's/ Husband 's name	Nature of employmen t/ designation	Permane nt home address of the workman (Village and Tehsil, Taluk and Districts)	Local addre ss	Date of commenceme nt of employment	Signature or thumb impressi on of the workman	Date of terminatio n of employeme nt	Reasons for terminatio ns	Remar ks
1	2	3	4	5	6	7	8	9	10	11	12

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AE(P)/WD-10

Appendix 'V'

MUSTER ROLL

Name and address of contractor -----

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

Nature and location of work -----

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

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

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AE(P)/WD-10

Appendix 'VI'

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

S N o.	Nam e of Wor kma n	Seri al No. in the regis ter of wor kma n	Desig nation / nature of work done	No. of day s wor ked	U nit s of wor k do ne	Dai ly rate of wa ges / pie ce rate	Amount of wages earned					Dedu ctions if any, (indic ate natur e)	Net am oun t pai d	Signa ture or thumb b impre ssion of the work man	Initial of contrac tor or his represe ntative
							Ba sic wa ges	Dear ness allow ances	Over time	Othe r cash pay ment s (Indi cate natur e)	To tal				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

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AE(P)/WD-10

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	
M or n i n g																																Ra te
Ev e n i n g																																A m o u n t
Ini t i a l																																

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

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AE(P)/WD-10

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

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AE(P)/WD-10

Appendix 'VIII'

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

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AE(P)/WD-10

Appendix 'IX'

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

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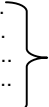
AE(P)/WD-10

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.

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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-----

Sl. 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

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AE(P)/WD-10

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

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

S.N o.	Name of Workm an	Father's / Husban d's name	Designati on/ nature of employm ent	Particul ars of damage or loss	Date of dama ge or loss	Whethe r workm an showed cause against deducti on	Name of person in whose presence employe e's explanati on was heard	Amount of deduction imposed	No. of install ments	Date of recovery		Remar ks
										First installm ent	Last installm ent	
1	2	3	4	5	6	7	8	9	10	11	12	13

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AE(P)/WD-10

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

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AE(P)/WD-10

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 earning	Rate on which overtime wages paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

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AE(P)/WD-10

APPENDIX XV**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:

- Name of applicant
- Whether applicant is individual/Prop.Firm/O\Partnership Firm/Ltd. Co.
- Full address of applicant.
- Name of the work and contract number in which arbitration sought
- Name of the Division which entered into contract
- Contract amount in the work
- Date of Contract
- Date of initiation of work
- Stipulated date of completion of work
- Actual date of completion of work (if completed)
- total number of claims made
- Total amount claimed
- Date of intimation of final bill (if work is completed)
- Date of payment of final bill (if work is completed)
- Amount of final bill (if work is completed)
- Date of request made to SE for decision
- Date of receipt of SE's decision.
- Date of appeal to you
- 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

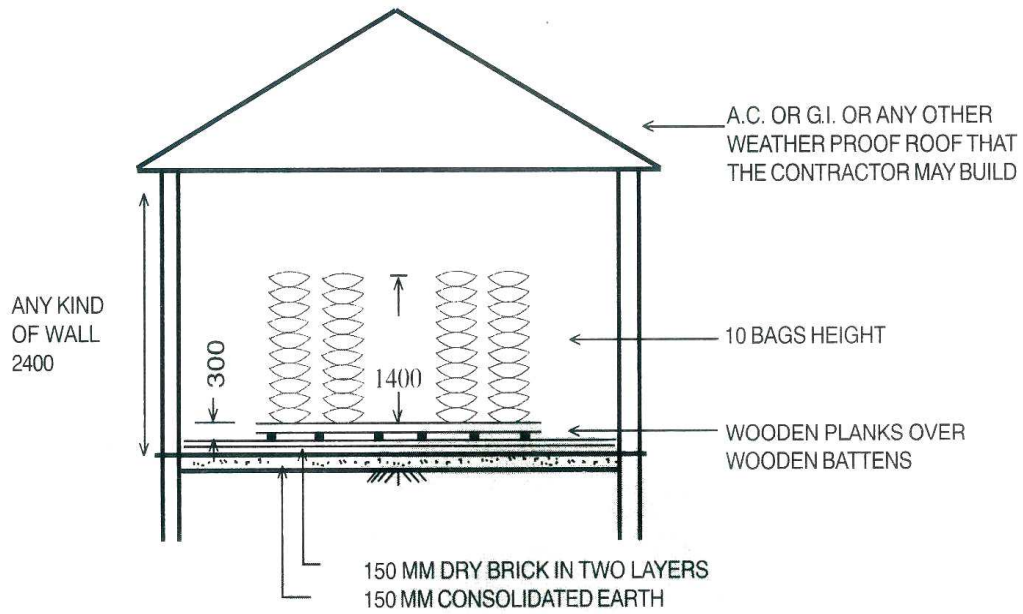
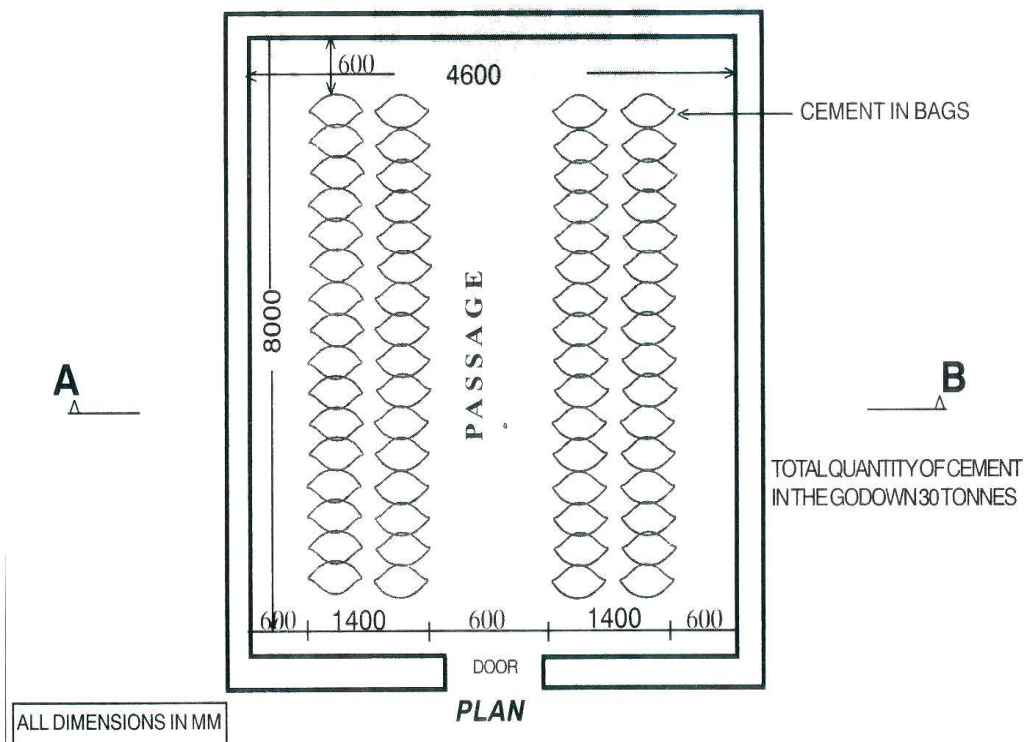
.....Division

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सीमेन्ट गोदाम का रेखाचित्र / SKETCH OF CEMENT GODOWN

**SECTION AB**

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SCHEDULE – A to F**SCHEDULE- A SCHEDULE OF QUANTITIES ATTACHED****SCHEDULE- B DELETED****SCHEDULE- C DELETED****SCHEDULE- D DELETED****SCHEDULE - E****REFERENCE TO GENERAL CONDITIONS OF CONTRACT**

Name of work:	M/O works pertaining to completed/ closed schemes of Dwarka Zone under 9-C Maintenance.
Estimated cost of work:	SH: Providing and fixing concertina coil fencing over existing boundary wall along Palam drain of 608 DUs in Sec-3, Pkt. 16, Dwarka, Ph.I.
(i) Earnest money:	Rs. 1,41,472/-
(ii) Performance Guarantee:	Rs. 2,829/-
(iii) Security Deposit:	5% of tendered value
	5% of tendered value

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

Officer inviting tender:	Executive Engineer, WD-10, New Delhi - 110075.
Definition :	
2(v) Engineer-in-Charge 2(viii) Accepting Authority 2(x) Percentage on cost of materials and labour to cover all overheads and profits 2(xi) Standard Schedule of Rates 2(xii) Department 9(ii) Contract Form	Executive Engineer, WD-10 Executive Engineer, WD-10 15% DSR-2012 with upto date Correction slips issued up to last date of issue of tender. Delhi Development Authority/DDA Item rate contract form.
Clause 1 (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days (ii) 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	SE/CC13
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 Table of Mile Stone(s) Time allowed for execution of work. Authority to decide: (i) Extension of time (ii) Rescheduling of milestones	10 .days See table attached 30 days EE(WD-10) EE(WD-10)
Clause 6, 6A, Clause Applicable - (6 or 6A)	Clause 6
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	Rs. 1,00,000/-

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Clause 10A List of testing of equipment to be provided by the contractor at site lab:	As per requirement of field test.
Clause 10B	Not Applicable
Clause 10C Component of labour expressed as percent of value of work	Applicable
Clause 10CA	Not Applicable
Clause 10CC	Not Applicable
Clause 11 Specifications to be followed for execution of work	CPWD specifications- 2009(Vol. 1&2) with up to date correction slips issued till last date of issue of tender.
Clause 12 Deviation limit beyond which clauses 12.2 & 12.3 shall apply (Maintenance Work)	50% for all items
Clause 16 Competent Authority for deciding reduced rates	SE/CC13
Clause 18 List of mandatory machinery tools & plants to be deployed by the contractor at site	As per requirement of work/items.
Clause 36 (i) Requirement of Technical Representative(s) and recovery Rate.	See table attached
Clause 42 (i) (a) Schedule / statement for determining theoretical quantity of cement & bitumen (ii) Variations permissible on theoretical Quantities (a).Cement for works with estimated cost put to tender not more than Rs. 5 lakh. for works with estimated cost put to tender more than Rs. 5 lakh. (b) Bitumen for all works (c) Steel Reinforcement and structural steel Sections for each diameter, section and category (d) All other materials	Delhi schedule of rates 2012 printed by CPWD. 3% plus/minus 2% plus/minus 2.5% plus only&nil on minus side 2% plus / minus Nil

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Recovery Rates for quantities beyond permissible Variation

S.No.	Description of Item	Rates at which recovery shall be made from the contractor for excess beyond permissible variation	Rates at which recovery shall be made from the contractor for less use beyond the permissible variation
1.	Cement	Nil	Rs. 5400/- per MT
2.	Steel reinforcement	Nil	Nil
3.	Structural sections	Nil	Nil
4.	Bitumen issued free	Nil	Nil
5.	Bitumen issued at stipulated fixed price	Nil	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	

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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. 20,000/- pm
2.	Graduate Engineer	5	Rs. 15,000/- pm
3.	Graduate Engineer	Nil	Rs. 10,000/-pm
4.	Diploma Engineer	5	Rs. 10,000/-pm

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FORM OF PERFORMANCE GUARANTEE-BANK GUARANTEE BOND

1. In consideration of the Delhi Development Authority(hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said contractor(s)" for the work of _____ (hereinafter called "The said agreement") having agreed to production of a irrevocable Bank Guarantee for `_____ (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) form time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to `_____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

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BANK GUARANTEE FORM OF EARNEST MONEY

WHEREAS, contractor (Name of the contractor) (Hereinafter called "the contractor")

(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:

- 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.
- If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge :
- fails to refuses to execute the Form of Agreement in accordance with the instructions to contractor, if required; OR
- fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and instructions to contractor, OR
- fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor, OR
- 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
(Signature, Name and Address)

SEAL

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

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**ANNEXURE TO CLAUSE 34(X) SHOWING QUANTITIES OF MATERIALS FOR
AREAS OF SURFACING TO BE CONSIDERED FOR WORKING OUT MINIMUM
PERIOD FOR WORKING OF ROAD ROLLER**

Sl.No	Material of Surfacing	Quantity or Areas
1	Consolidation of earth Sub grade	1860 sq.m
2	Consolidation of stone soling 15cm to 22.5cm thick	170 cu.m
3	Consolidation of brick soling 10cm to 20cm thick	230 cu.m
4	Consolidation of wearing coat of stone ballast 7.5 cm to 11.5 cm thick	30 cu.m
5	Consolidation of wearing coat of brick ballast 10cm.thick	60 cu.m
6	Spreading and consolidation of red bajri 6 mm.	1860 sq.m
7	Painting one coat using stone aggregate 12.5 mm nominal size : (a)@ 1.65 cum per 100 sqm. and paving bitumen A-90 or S-90 @ 2.25 Kg. per sqm.or (b) @ 1.5 cum per 100 sqm .and bitumen emulsion or road tar @ 2.25 Kg per sqm.	930 sq.m
8	Painting two coats using : (a)For first coat stone aggregate 12.5 mm nominal size. (i) @ 1.50 cum per 100 sqm. with paving bitumen A-90 or S-90 @ 2.00 Kg./sqm. or (ii) @ 1.35 cum per 100 sqm with bitumen emulsion @ 2.00Kg./sqm. or (iii)@ 1.25 cum per 100 sqm with road tar @ 2.25Kg./sqm	600 sq.m
	(b)For 2 nd coat, stone aggregate 10 mm nominal size 0.9 cum. per 100 sqm with (i) 1.00 kg of paving bitumen A-90 or S-90 or bitumen emulsion per sqm. or (ii) 1.25 kg of road tar per sqm.	600sq.m
9	Repainting with stone aggregate 10 mm nominal size 0.9 cum. per -100 sqm. with (a)1.00 kg of paving bitumen A-90 or S-90 bitumen emulsion per sqm. or (b) 1.25 kg of bitumen emulsion per sqm.	1670 sq.m
10	2 cm. premix carpet surfacing using 2.4 cum. of stone aggregate 11.2 mm nominal size per 100 sqm and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion in specified quantities.	930 sq.m
11	2.5 cm thick premix carpet surfacing using 3.00 cum of stone aggregate 11.2 mm nominal size per 100 sqm and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion in specified quantities.	930 sq.m
12	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 cum. (60% 20mm nominal size and 40% 12.5 mm nominal size) per 100 sqm and coarse sand 1.90 cum.	460 sq.m

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	per 100 sqm and hot cutback bitumen over a tack coat of hot cut back bitumen.	
13	5 cm thick bitumen concrete surfacing using stone aggregate 4.8 cum (60% 25mm nominal size and 40%, 20mm nominal size) per 100sqm and coarse sand 2.40 cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	370 sq.m
14	6 cm thick bitumen concrete surfacing using stone aggregate 5.8 cum.(60%, 40mm nominal size and 40%, 25mm nominal size) per 100 sqm and coarse sand 2.9 cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	280 sq.m
15	7.5 cm thick. Bitumen concrete surfacing using stone aggregate 7.3 cum (60%, 50mm nominal size and 40%, 40mm nominal size) per 100 sqm and coarse sand @ 3.65 Cum per100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	230 sq.m
16	2.5 cm bitumastic sheet using stone aggregate 1.65 cum (60%, 13.2mm nominal size and 40%, 11.2mm nominal size) per 100 sqm. and coarse sand 2.5cum.per 100 sqm. and hot cut bitumen over a tack coat of hot cut back bitumen.	750 sq.m
17	4 cm bitumastic sheet using stone aggregate 2.6 cum (60%, 13.2mm nominal size and 40% 11.2mm nominal size) per 100 sqm and coarse sand 2.5cum.per 100 sqm. and hot cut back bitumen over a tack coat of hot bitumen.	560 sq.m
18	Laying full grouted surface using stone aggregate 40mm nominal size 6.10 cum per 100 sqm. with binder, binding with 20mm to 13.2 nominal size stone grit 1.83 cum per 100 sqm. and seal coat of binder and stone grit 11.2 mm nominal size 1.07 cum. per 100 sqm., the binder being hot bitumen or tar as specified.	460sq.m
19	Laying full grouted surface using stone aggregate 50mm nominal size 9.14 cum, per 100 sqm grouting with binder with stone grit 22.4mm nominal size 1.83 cum per 100 sqm., seal coat of binder with 13.2mm and stone grit 11.2mm nominal size 1.07 cum per 100 sqm, the binder being hot bitumen or tar.	370sq.m
20	4cm thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 cum per 100 sqm and hot bitumen binding with stone aggregate 13.2 mm nominal size 1.52 cum per 100 sqm. and seal coat of hot bitumen and stone aggregate 11.2 mm nominal size 1.07 cum per 100sqm.	560sq.m
21	5cm thick premix macadam surfacing with stone aggregate 25mm nominal size 6.10 cum per 100 sqm. and hot bitumen binding with stone aggregate 13.2 nominal size 1.52 cum per 100 sqm and seal coat of hot bitumen and stone aggregate 11.2 mm nominal size 1.07 cum/100 sqm.	460sq.m

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SCHEDULE OF QUANTITY

NAME OF WORK : M/o of works pertaining to completed/ closed scheme of Dwarka Zone under 9C maintenance.
Sub Head : Providing and fixing concertina coil fencing over existing boundary wall along Palam drain of 608 DUs in Sec.3, Pkt. 16, Dwarka, Ph.I.

S. No.	DESCRIPTION OF ITEM	QTY.	UNIT	RATE	AMOUNT
1.	Structural steel work in single section, fixed with or without connecting plate including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	646.00	Kg.		
2.	Welding by gas or electric plant including transportation of plant at site etc. complete.	4,429.00	cm.		
3.	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 meter openable length (total length 90 m) having 50 Nos. round per 6 meter length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4m or 3.00m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and GI clips to retain horizontal including necessary bolts or GI barbed wire tied to angle iron all complete as per direction of Engineer-in-charge with reinforced barbed tape (R.B.T.) / spring core (2.5mm thick) wire of high tensile strength of 165kg/sq.mm with tape (0.52mm thick) and weight 43.478gm/meter (cost of M.S angle, C.C blocks shall be paid separately).	301.00	Meter		
4.	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade. a. One or more coat on old work.	293.76	Sqm.		
	b. Two or more coats on new work.	30.90	Sqm.		

Note: Rate and amount should not be uploaded on website while uploading N.I. T.

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