

**DELHI DEVELOPMENT AUTHORITY
NOTICE INVITING TENDER**

NIT No. 06 /EE(P)/PM(Flyover)Gr.-I & Gr.-II/DDA/2009-10

Date 17-12-09

Name of work: Construction of clover leaves at Karkari More (Intersection of Vikas Marg & Road No.57) and Widening of Existing Bridge on Trunk Drain No.1

Estimated Cost:- Rs. 65,59,72,195/- (Civil Works)

(Rupees Sixty Five Crores Fifty Nine Lacs Seventy Two Thousand One Hundred Ninety Five Only)

Earnest Money : Rs. 1,31,19,444/-

Security Deposit : 5% of the tendered value of the work

Performance Guarantee : 5% of the tendered value of the work

Time Allowed : Fifteen Months

Certified that this NIT amounting to Rs. 65,59,72,195/- is comprised of pages 01 to 224 (Vol.- I: Civil Work), pages (i) to (iii) and 01 to 193 (Vol. -II: Technical Specifications), and 48 number drawings (Vol.-III : Tender Drawings) only.

Sd/-
AE(P) 16.12.09
Flyover Project

Sd/-
EE(P) 16.12.09
Flyover Project

Sd/-
Project Manager Gr-II 17.12.09
Flyover Project/DDA


 HOLTEC		HOLTEC CONSULTING PVT. LTD.					
Client: Delhi Development Authority Flyover Division No: 2, New Delhi – 110 092							
Project: Karkari More Cloverleaves and Widening of Existing Bridge Construction of Clover Leaves at Karkari More (Intersection of Vikas Marg and Road No. - 57) and Widening of Existing Bridge on Trunk Drain No.-1		Project No.: 07554					
Title: Tender Document Volume - I		Document No.: TD001			Rev.: --		
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NOTICE INVITING TENDER (COMPOSITE)

NIT No. 06 /EE(P)/PM(Flyover)Gr.-I & Gr.-II/DDA/2009-10

Date 17-12-09

Name of work:

**Construction of clover leaves at Karkari More (Intersection of Vikas
Marg & Road No.57) and Widening of Existing Bridge on Trunk Drain
No.1**

Estimated Cost:- Rs. 65,59,72,195/- (Civil Works)

(Rupees Sixty Five Crores Fifty Nine Lacs Seventy Two Thousand One Hundred Ninety Five Only)

Earnest Money : Rs. 1,31,19,444/-

Security Deposit : 5% of the tendered value of the work

Performance Guarantee : 5% of the tendered value of the work

Time Allowed : Fifteen Months

Certified that this NIT amounting to Rs. 65,59,72,195/- is comprised of pages 01 to 224 (Vol.- I: Civil Work), pages (i) to (ii) and 01 to 193 (Vol. -II: Technical Specifications), and 48 number drawings (Vol.-III : Tender Drawings) only.

Executive Engineer
Flyover Division - 2
DDA, Seed Bed Park,
Shakarpur
Delhi 110092

Delhi Development Authority

PRESS TENDER NOTICE

Sealed offers are invited by Executive Engineer, FOD-2, DDA, Seed Bed Park, Shakarpur, Delhi-110092 on behalf of Delhi Development Authority in double cover (Technical & Financial) for the under mentioned works up to 3.00 P.M. on 24/01/2010 and Technical Bids shall be opened at 3.30 P.M. on the same day from eligible, experienced, well reputed, technically and financially sound contractors in addition to pre-qualified agencies.

Sl. No.	NIT No. Name & Address of Division	Name of work	Estimated cost Earnest money Cost of Tender Time allowed	Last date of Sale / Date of Pre-bid Date of receiving of Tech. & Financial Bid.
1	06/EE(P)FLYOVER/D DA /2009-10. Executive Engineer FOD-2. Seed Bed Park, Shakarpur, Delhi-92 Tel.No. 011-22482499	Construction of Clover Leaves at Karkari More (Intersection of Vikas Marg & Road No.57) and Widening of Existing Bridge on Trunk Drain No.1	<u>Rs. 65,59,72,195/=</u> <u>Rs. 1,31,19,444/=</u> <u>Rs.1560/=(I/C 4%</u> <u>VAT)</u> 15 Months.	14/01/2010 upto 3 pm 18/01/2010 at 11 am 24/01/2010 upto 3 pm

The work involves construction of clover leaves on stilts comprising of pre-stressed concrete I-girders and box girders in curved spans, RCC sub-structure resting on vertical/raker pile-foundation and approach ramps in RE wall and RCC wall construction, widening of existing bridge on Drain No.-1, pedestrian subway, slip roads including signage, drainage and landscaping works etc.

The contractors who fulfill the following requirement shall be eligible to apply for pre-qualification documents and tender documents. For the purpose of per qualification, the cost will be Rs. 65.60 Crores. Joint Ventures are not accepted. The pre-qualified agencies need not submit their technical bid. Contractors should have rigs capable of constructing raker piles.

(a) The contractor should have experience of having satisfactorily completed three similar works (at least one of them in Central government/Central Autonomous Body/Central PSU) each costing not less than 40% of the estimated cost put to tender works during the last five years ending last day of month previous to the month in which the application are invited.

OR

Two similar completed works costing not less than the amount equal to 60% of the estimated cost put to tender.

OR

One Similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

(b) Turn over: Average annual financial turnover 50% of the estimated cost put to tender during the immediate three consecutive financial years.

(c) Profit/Loss: Should not have incurred any loss in more than two years during the last five years ending 31st March, 2009.

(d) Solvency Certificate: The contractor should have bank solvency of the amount not less than to 40% of the estimated cost of work. Certified by his bankers issued on or after 31st March 2009.

Note: Similar nature of works means C/O Pre-stressed concrete Box Girder and I-Girder bridges, under bridges, flyovers etc. with curved spans resting on RCC sub-structure with vertical/raker piles, including approach ramps in reinforced earth wall construction.

3. Desirous contractors may obtain tender documents from the Executive Engineer, FOD-2, DDA, Seed Bed Park, Shakapur, Delhi-110092 (Telephone No. 01122482499) on payment of cost of tender Rs. 1560/- in cash/Demand Draft (non-refundable) issued in favour of PFO (Gr.II).
4. **Ernest Money:** The tender documents shall be accompanied by the earnest money of Rs. 1,31,19,444/- (Rupees One Crore Thirty One Lacs Nineteen Thousand Four Hundred Forty Four only). A minimum of Rs. 65,00,000/- shall be deposited in the shape of receipt in cash-receipt Treasury Challan/ Deposit at Call receipt of a Scheduled Bank / Fixed Deposit Receipt of a Scheduled Bank/ Demand Draft of a Scheduled Bank, issued in favor of PFO (Gr.-II)/DDA. For balance amount, Bank Guarantee of a Schedule bank of proforma as per Annexure (E) issued in favor of PFO (Gr.-II) valid for a period of 8 months will also be acceptable.

Other terms and conditions are also available at DDA's website www.dda.org.in.

The tender documents can also be downloaded, in that case the cost of tender in the shape of demand draft and earnest money as mentioned above are required to be deposited along with tender in separate covers.

Detailed NIT and other terms and condition can be seen at DDA web site www.dda.org.in

(Not to be published)

PROJECT FINANCE OFFICER
FLYOVER PROJECT/ DDA

OFFICE OF THE EXECUTIVE ENGINEER
FLYOVER DIVISION NO.2/DDA
SEED BED PARK, SHAKARPUR, DELHI-110092

No.

Dated:-

CALL LETTER FOR TENDERER

To,

**NAME OF WORK:- CONSTRUCTION OF CLOVER LEAVES AT
KARKARI MORE (INTERSECTION OF VIKAS MARG &
ROAD NO.57) AND WIDENING OF EXISTING BRIDGE
ON TRUNK DRAIN NO.1.**

Estt. cost:- Rs 65,59,72,195/- (Civil work)

Time Allowed:- 15 Months.

Dear Sir,

You have been Pre-qualified for issue of Tenders for the above-mentioned work. Now you may submit an application to the office of the undersigned for issue of tender document up to 3 pm on The tender document shall be issued on submission of the following:

Rs.1560/- (Rs. One thousand five hundred sixty only, including 4% VAT) in cash/ Demand Draft issued in favor of P.F.O./Gr-II, DDA (non-refundable) as cost of tender.

The contractors must have valid certificate of registration with works contract cell of Sales Tax VAT Department of GNCTD Delhi and Tax clearance certificate in Form-XI issued by the cell or the copy of up to date returns filed with Trade and Tax Department.

The last date for issue of tender documents is 14/01/2010 upto 3 pm. The tender documents shall be accompanied by the Earnest Money of Rs. 1,31,19,444/- (Rupees One Crore Thirty One Lacs Nineteen Thousand Four Hundred Forty Four Only).

A minimum of Rs. 65,00,000/- (Rs. Sixty Five Lacs Only) shall be deposited in the shape of Receipt Treasury Challan/ Deposit at Call receipt of a Scheduled Bank/ Fixed Deposit Receipt of Scheduled Bank/ Demand draft of a Scheduled Bank issued in favor of Project Finance Officer/ Gr-II, DDA. For balance amount, Bank Guarantee of a Scheduled Bank on Proforma as per Annexure (E) issued in favor of P.F.O./Gr-II, DDA valid for a period of 8 months will also be acceptable.

Other terms and conditions are available at DDA web site www.dda.org.in.

The tender documents can also be downloaded, in that case the cost of tender in the shape of demand draft and earnest money as mentioned above are required to be deposited along with tender in separate covers.

The tender and the earnest money shall be placed in separate sealed envelopes each marked. "Tender" and "Earnest Money" respectively. Both the envelopes shall be submitted together in another sealed envelope. The envelope marked "Tender" of only those tenderers shall be opened whose earnest money placed in the other envelope is found to be in order.

The tenders which should always be placed in sealed envelope with the name of the work and due date written on the envelope shall be received upto 3 pm on 24/01/2010 and shall be opened on 24/01/2010 at 3.30 pm by the undersigned in the presence of intending tenderers or their authorized representatives.

A pre-bid meeting shall be held on 18/01/2010 at 11 am in the chamber of Project Manager (Flyover), 17th floor/ Vikas Minar/ I.P. Estate, New Delhi, to provide opportunity for clarifications over bids to be offered by tenderers so that all the bids can be assessed/evaluated after bringing them to same level.

The undersigned reserves the right to reject any or all tenders without assigning any reason.

EXECUTIVE ENGINEER
FLYOVER DIVISION NO.2/DDA
SEED BED PARK, SHAKARPUR
DELHI-110092
Tel. NO.011-22482499

Delhi Development Authority

FLYOVER PROJECT

Sealed offers are invited by Executive Engineer, FOD-2, DDA, Seed Bed Park, Shakarpur, Delhi-110092 on behalf of Delhi Development Authority in double cover (Technical & Financial) for the under mention work upto 3.00 pm on 24/01/2010 and Technical Bids shall be opened at 3:30 P.M. on the same day from eligible, experienced, well repute technically and financially sound contractors in additions to the pre-qualified agencies.

Sl. No.	NIT No Name & Address of Division	Name of work	Estimated Cost Earnest Money Cost Of Tender Time Allowed	Last date of Sale/ Date of pre-bid/Date of receiving of tech. & Financial Bid.
1	06/EE(P)FLYOVER/D DA /2009-10. Executive Engineer FOD-2. Seed Bed Park, Shakarpur, Delhi-92 Tel.No. 011-22482499	Construction of Clover Leaves at Karkari More (Intersection of Vikas Marg & Road No.57) and Widening of Existing Bridge on Trunk Drain No.1	<u>Rs. 65,59,72,195/=</u> <u>Rs. 1,31,19,444/=</u> <u>Rs.1560/=(I/C 4% VAT)</u> 15 Months.	14/01/2010 upto 3 pm 18/01/2010 at 11 am 24/01/2010 upto 3 pm

- 1) The work involves construction of various clover leaves on stilts comprising of pre-stressed concrete I-girders and box girders in curved spans, RCC sub-structure resting on vertical and vertical/raker pile-foundation and approach ramps in RE wall and RCC wall construction, widening of existing bridge on Drain No.-1, pedestrian subway, slip roads including signage and drainage etc., horticulture and landscaping works, & construction of temporary diversion and other enabling works etc.
- 2) The contractors who fulfill the following requirements shall be eligible to apply for pre qualification documents and tender documents. For the purpose of pre qualification the cost will be taken as Rs. 65.60 Crores. Joints ventures are not accepted. Contractors should have piling rigs capable of constructing raker piles.
 - a) Should have experience of having satisfactorily completed works during the last five years ending last day of month previous to the month in which the applications are invited.

Three similar works (at least one of them in Central Government/Central Autonomous Body/Central PSU) each costing not less than 40% of the estimated cost put to tender.

OR

Two similar completed works costing not less than the amount equal to 60% of the estimated cost put to tender.

OR

One similar completed work of aggregate cost not less than the amount equal 80% of the estimated cost.

“Similar nature of works means C/O Pre-stressed concrete Box Girder and I-Girder bridges, under bridges, flyovers etc. with curved spans (involving curved shuttering) resting on RCC sub-structure with vertical/raker piles, including approach ramps in reinforced earth wall construction.”

(b) **Turn over:** Average annual financial turnover 50% of the estimate cost put to tender during the immediate three consecutive financial years.

(c) **Profit/loss:** Should not have incurred any loss in more than two years during the last 5 years ending 31st March, 2009

(d) **Solvency Certificate:** The contractor should have bank solvency of the amount not less than 40% of the estimated cost of work, certified by his bankers issued on or after 31st March, 2009.

Other terms and conditions are available at DDA web site www.dda.org.in

3. Desirous contractors may obtain tender documents from the Executive Engineer, FOD-2, DDA, Seed Bed Park, Shakarpur, Delhi 110092 (Telephone No. 011 22482499) on payment of cost of tender- Rs. 1560/- in Demand Draft (non refundable) issued in favor of PFO (Gr.II).

Other terms and conditions are available at DDA web site www.dda.org.in.

The tender documents can also be downloaded, in that case the cost of tender in the shape of demand draft and earnest money as mentioned above are required to be deposited along with tender in separate covers.

4. **Ernest Money:** The tender documents shall be accompanied by the earnest money of Rs. 1,31,19,444/- (Rupees One Crore Thirty One Lacs Nineteen Thousand Four Hundred Forty Four only). A minimum of Rs. 65,00,000/- shall be deposited in the shape on receipt Treasury Challan/ Deposit at Call receipt of a Scheduled Bank / Fixed Deposit Receipt of a Scheduled Bank/ Demand Draft of a Scheduled Bank, issued in favor of PFO (Gr.-II). For balance amount, Bank Guarantee of a Schedule bank of proforma as per Annexure (E) issued in favor of PFO (Gr.-II) valid for a period of 8 months will also be acceptable.

The tender documents can also be downloaded, in that case the cost of tender in the shape of demand draft and earnest money as mentioned above are required to be deposited along with tender in separate covers

5. The pre-qualified agencies are not required to submit the technical bid for fresh pre-qualifications. Only financial bid need to be submitted by the pre-qualified agencies.

6. The pre-bid conference for the work will be held in the office of Project Manager (Flyover), 17th floor, Vikas Minar, New Delhi 110002 at 11.00AM on 18/01/2010 (Ph. 011-23370660)
7. The tender schedule called financial bid duly filled should be submitted in one sealed envelope only. The sealed tender envelop superscribed with the name of work and due date of opening of tender document. This document will be received upto 3.00 PM on 24/01/2010 in the office of the Executive Engineer, FOD-2, DDA, Seed Bed Park, Shakarpur, Delhi 110092
8. The tender document of the work will be opened by the Executive Engineer, FOD-2, DDA or his authorized representative at 3.30 PM in his office on 24/01/2010.
9. The financial bid of only those bidders who are declared successful in technical bid shall be opened on.....
10. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering / taking up of work in DDA.
11. The contractors must have valid certificate of registration with works contract cell of Sales Tax vat department of GNCTD Delhi and Tax Clearance Certificate in Form-XI issued by the Cell or the copy of up-to date returns filed with Trade and Tax Department.
12. The contractor should furnish an affidavit on stamp paper of Rs. 10/- declaring that the firm has neither been banned, black listed or debarred from tendering by any government department.
13. The DDA reserves the right to reject any application without assigning any reason thereof.
14. The cost of work completed by agency shall be suitably enhanced @ 5% for each subsequent year following the financial year in which that particular work had been completed to bring it at par with the present cost. Enhancement on similar lines shall also be affected in respect of turnover of the agencies.

SECTION (Technical Bid)

INFORMATION AND INSTRUCTIONS TO APPLICANTS

GENERAL:

- 1.1 Letter of transmittal and forms of bid are given in section II.
- 1.2 All information called in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column a 'NIL' or 'NO SUCH CASE' entry should be made in that column. If any particulars/query is not applicable in case of the applicant, it should be stated as not applicable. The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Application made by Telegram or telex and those received late will not be entertained.
- 1.3 The application should be type written. The applicant should sign each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the Technical Bid documents are numbered. Additional sheets, if any, added by the contractor should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certifications from the respective clients certifying suitability technical Know-how or capacity of the applicant should be signed by an officer not below the rank of Superintending Engineer, Chief Project Manager/or equivalent.
- 1.6 The applicant may furnish any additional information, which he thinks establishes his capabilities to successfully complete the envisaged work. He is however advised not to furnish superfluous information. No further information will be entertained after tender document is submitted it is called by the DDA.

- 1.7 The tenderer will submit Technical Bid and Financial Bid in two separate envelop/sealed cover and then kept in a separate single envelope / sealed cover super scribed with the name of work and addressed to Executive Engineer, FOD-2, DDA, Seed Bed Park, Shakarpur, Delhi-110092. The single cover will be inserted in the tender box placed at office of Executive Engineer, FOD-2, DDA upto 3.00 pm on 24/01/2010. Only the Technical Bid shall be opened on same day at 3.30 pm. The Financial bids of only those bidders will be opened who are found qualified in Technical Bid by the department. The schedule of opening of financial bid will be informed separately, tentative date is All other items and conditions are given in the tender.
- 1.8 The bid shall remain valid for a period of Sixty days from the date of receipt of bid. The department reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from future tendering/ taking up of work in DDA.
- 1.9 Prospective applicants may request clarifications on the project requirements and technical bid documents. Any clarification given by employer will be sent to all those who have purchased the technical bid document. No request for clarification will be considered later on.
- 1.10 The DDA reserves the right to reject any/all bids without assigning any reason.
- 1.11 The Technical Bid cover will contain letter of transmittal along with enclosures, form A to E, E-1, F, the earnest money and cost of tender will also be submitted in case, the tender document has been downloaded from DDA web site and this booklet.

2.0 Definitions:

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them.
- 2.2 EMPLOYER Means the VC/DDA acting through the Executive Engineer, FOD-2/DDA.

2.3. **APPLICANT:** Means the individual, proprietary firm, firm in partnership, limited company, private or public or corporation.

2.4. 'Year' mean 'Financial Year' unless stated otherwise.

3.0. **METHOD OF APPLICATION:**

3.1. If the application is made by an individual, it shall be signed by the individual above his full typewritten name and current address.

3.2. If the application is made by a proprietary firm, it shall be signed by the proprietor above his full typewritten name and the full of his firm with its current address.

3.3. If the applicant is made by a firm, in partnership, the application shall be signed by all the partners of the firm above, their full typewritten name and current address or alternatively by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

3.4. If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied certified by a copy of the power of attorney. The applicant should also furnish a copy of the memorandum of articles of association duly attested by a Public Notary.

4.0 **FINAL DECISION MAKING AUTHORITY**

The employer reserves the right to accept or reject any application and to annul the Technical Bid process and reject all applications at any time, without assigning any reason or incurring any liabilities to the applicant.

5.0 SITE VISIT:

- 5.1 The applicant is advised to visit the site of work, at his own cost and examine it and its surroundings to himself collect all information that he considers necessary for assessment of the prospective assignment.

6.0 INITIAL CRITERIA FOR ELIGIBILITY FOR TECHNICAL BID

- 6.1 Should have satisfactorily completed three works of same nature (means C/O Pre-stressed concrete Box Girder and I-Girder bridges, under bridges, flyovers etc. with curved spans (involving curved shuttering) resting on RCC sub-structure with vertical/raker piles, including approach ramps in reinforced earth wall construction) at least one of them in Central Government/Central /Autonomous Body/Central PSU) each costing not less than 40% of the estimated cost or Two works each costing not less than amount equal to 60% of the estimated cost or One similar completed work of a aggregate cost not less than the amount equal to 80% of the estimated cost during the five years ending last of month i.e. previous to the one in which the applications are invited. For this purpose cost of work shall mean gross value of completed work including the cost of materials supplied, by the government /Client, but excluding those supplied free of cost. This should be certified by the officer not below the rank of Superintending Engineer or equivalent.
- 6.2 The applicant should have had average annual financial turn-over (gross) on Civil construction works of at least 50% of estimated cost put to tender during the last three years ending 31 March 2009.
- 6.3 The applicant should not have incurred any loss in more than two years during the last five years ending 31 March 2009.
- 6.4 The cost respective works completed by an agency shall be suitably enhanced @5% for each subsequent year following the financial year in which that particular work had been completed to bring it at par with the present cost. Enhancement on similar lines shall also be effected in respect of turnover of the agencies also.

6.5 Applicant should have solvency not less than 40 % of the estimated cost certified by his bankers issued on or after 31.3.2009.

6.6 The bidding capacity of the contractor should be equal to or more than the cost of the work.

The bidding capacity shall be worked out by the following formula:

$$\text{Bidding capacity} = A \times N \times 2 - B$$

Where

A- Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress.

N- Number of years prescribed for completion of work for which post-qualification applications have been invited.

B- Value of existing commitments and ongoing works to be completed during the period of completion of work for which post-qualification applications have been invited.

6.7 The applicant should own construction equipment as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc. and submit the list of firms from whom he proposes to hire,

6.8 The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit a list of these employees stating clearly how these would be involved in this work.

6.9 The applicants performance for each work completed in the last five years and in hand should be certified by an officer not below the rank of Superintending Engineer or equivalent and should be obtained in a sealed cover.

7.0 EVALUATION CRITERIA FOR TECHNICAL BID

7.1 For the purpose of technical bid, applicants will be evaluated in the following manner:-

7.1.1 The initial criteria prescribed in para 6.1 to 6.9 above in respect of experience of similar class of works (as per eligibility criteria) completed bidding capacity and financial turnover etc. will first scrutinized and the applicant's eligibility for technical bid for the work be determined.

7.1.2 Those applicants, qualifying the initial criteria, as set out in Para 6.1 to 6.9 above will be evaluated for following criteria by scoring method on the basis of details furnished by them.

a) Financial strength (Form “A”)	Maximum 20 marks
b) Experience in similar class of work during last five year (as per eligibility criteria)(Form “B”)	Maximum 20 marks
c) Performance on works (time over run) Form 'D'	Maximum 20 marks
d) Performance on works (Quality) Form -D	Maximum 15 marks
e) Personnel and establishment (Form 'E' & E-1)	Maximum 10 marks
f) Plant & equipment (Form 'F')	Maximum 15 marks

Total

100 Marks

7.1.3 To pre-qualify, the applicant must secure at least sixty percent marks in criteria in a & b above (i.e. financial strength & experience in the work of similar nature), fifty percent mark in each of other criteria and seventy percent marks in aggregate.

The department, however reserve the right to restrict the list of technical bid qualified contractors to any number deemed suitable by it.

7.2 Even though applicants may satisfy the above requirements, he would be liable to disqualification if he has:

- a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the technical bid documents.
- b) Records of poor performance such as abandoning work, not properly completing the contract, poor quality of work or financial failures/weaknesses etc.

8.0 FINANCIAL INFORMATION

Applicant should furnish the following financial information

- (a) Annual financial statement for the last five years (In Form ('A')) These should be Supported by audited balance sheet and profit and loss accounts duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.
- (b) Name and address of the bankers, identification of individuals familiar with the applicant's financial standing and banker's statement on availability of credit.

9.0 EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS (AS PER ELIGIBILITY CRITERIA).

9.1 Applicant should furnish the following:

- a) List of all works of similar class successfully completed during the Last five years (In Form 'B')
- b) List of the projects under execution or awarded (In Form 'C')

9.2 Particulars of completed works and performance of the applicant duly authenticated / certified by an officer not below the rank of Superintending Engineer or equivalent should be furnished separately for each work completed or in process (In Form 'D'),

10.0 ORGANISATION INFORMATION

APPLICANT IS REQUIRED TO SUBMIT THE FOLLOWING IN RESPECT OF HIS ORGANISATION (IN FORM 'E' AND 'E-1')

- a) Name and postal address i/c telephone & telex number etc.
- b) Copies of original documents defining the legal status, place of Registration and principal places of business.
- c) Names & title of Directors and officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- d) Information on any litigation in which the applicant was involved during the last five years including any current litigation.
- e) Authorization for employer to seek detailed reference.

- f) Number of Technical and Administrative employees in parent company, subsidiary company and how these would be involved in this work (In form 'F').

11. CONSTRUCTION PLANT AND EQUIPMENT

Applicant should furnish the list of construction plant and equipment including steel shuttering, centering and scaffolding, piling rigs for vertical/raker piles etc likely to be used in carrying out the work. (In form 'F'). Details of any other plant and equipment required for the work (not included in Form 'F') and available with the contractor may also be indicated.

12. LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached with Technical Bid documents.

13. FINANCIAL BID:

After evaluation of Technical Bid applications, a list of qualified agencies will be prepared. Thereafter only those agencies pre-qualified for the work, their financial bid will be tentatively opened at 3.30 PM on (final date of opening will be intimated separately)

14. AWARD CRITERIA

14.1 The employer reserves the right to without being liable for any damage or obligation to inform the applicant to:-

- a) Amend the scope and value of contract to the bidder.
- b) Reject any or all the bids without assigning any reason.

14.2 For any of the above actions, the employer shall neither be liable for (any damages nor be under any obligation to inform the Applicants of the grounds for the same.

14.3 Any effort on the part of the applicant or his agent to exercise influence or to pressurize the employer for his bid would result in rejection of such bid. Canvassing of any kind is prohibited.

14.4 The work shall be awarded to the L-1 agency.....
per para 6.6 more than the cost of the project.

SECTION (II)

TECHNICAL BID INFORMATION

SECTION (II) (A)
LETTER OF TRANSMITTAL

From :

To

The Executive Engineer
Flyover Division No-2
Delhi Development Authority
Seed Bed Park, Shakarpur
Delhi 1100

Sub: Construction of Clover Leaves at Karkari More (Intersection of Vikas Marg & Road No.57) and Widening of Existing Bridge on Trunk Drain No.1.

Sir

Here examined the details given in press. Notice for technical and financial bid document for the above work, we hereby submit our bids in separate sealed covers:

1. I / We hereby certify that all the statements made and information supplied in the enclosed forms A to F and accompanying statement are true and correct.
2. I / We have furnished all information and details necessary for technical and financial bid and have no further pertinent information to supply.
3. I / We submit the requisite solvency certificate and authorize the Executive Engineer, FOD- 2/ DDA to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize Executive Engineer FOD- 2/ DDA to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I / We submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works:-

Name of Work

Certificate from

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |

Enclosures

Seal of applicant

Date of submission

SIGNATURE OF APPLICANT

FORM "A"

FINANCIAL INFORMATION

1. Financial Analysis - Details to furnished duly support by figures in balance sheet / profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

- | | 2004-05 | 05-06 | 06-07 | 07-08 | 08-09 |
|--|---------|-------|-------|-------|-------|
| (i) Gross annual turn over on construction works | | | | | |
| (ii) Profit I Loss | | | | | |
| iii) Financial position: | | | | | |
| (a) Cash | | | | | |
| (b) Current Assets | | | | | |
| (c) Current liabilities | | | | | |
| (d) Working capital (b/c) | | | | | |
| (e) Current Ratio: | | | | | |
| Current Assets / Current liabilities (b/c) | | | | | |
| (f) Acid Test Ratio | | | | | |
| Quick Assets/Current Liabilities (a/c) | | | | | |
| (iv) Current Income Tax clearance certificate | | | | | |
| (v) Solvency Certificate from Bankers of Applicant | | | | | |
| (vi) Financial arrangements for carrying out the proposed work | | | | | |

Signature of Chartered Accountant with Seal

SIGNATURE OF APPLICANT(S)

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST FIVE YEARS (Ending 31.10.2009)

Sl. No.	Name of work/Proj. & Location	Owner or Sponsoring Organization	Costs of work in crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/arbitration pending/in progress with details	Name & address/telephone Nos of officer to whom reference may be made	Remarks
1	2.	3.	4.	5.	6.	7.	8.	9	10

The gross amount claimed and amount awarded by the arbitrator

SIGNATURE OF APPLICANT(S)

FORM 'C'

PROJECTS UNDER EXECUTION OR AWARDED

Sl. No.	Name of work/Proj. & Location	Owner or Sponsoring Organization	Costs of work in crores	Date of commencement as per contract	Stipulated dare of completion	Upto date percentage progress of work	Slow progress if any & reasons thereof	Name & address/telephone Of officer to whom reference may be made	Remarks (In case whether any show cause notice issued or arbitration initiated during the progress of work
1	2.	3.	4.	5.	6.	7.	8.	9	10

SIGNATURE OF APPLICANT(S)

FORM- 'D'

PERFORMANCE REPORT OF WORKS REFERRED IN FORM 'B' & 'C'

1. Name of work/Project & location
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Date of Start
6. Date of completion
 - a) Stipulated date of completion
 - b) Actual date of completion
7. Amount of compensation levied for delayed completion if any
8. Amount of reduced rate items, if any
9. Performance report

i) Quality of work	Very Good/Good/Fair/Poor
ii) Resourcefulness	Very Good/Good/Fair/Poor
iii) Financial soundness	Very Good/Good/Fair/Poor
iv) Technical proficiency	Very Good/Good/Fair/Poor
v) General behavior	Very Good/Good/Fair/Poor

Date

Superintending Engineer
Or equivalent

FORM - 'E'

STRUCTURE AND ORGANIZATION

- 1) Name and address of the applicant
- 2) Telephone No. /Telex No. /Fax No.
- 3) Legal Status (Attached copies of original document defining the legal status).

The applicant is:

- a) An Individual
 - b) A Proprietary Firm
 - c) A Firm in Partnership
 - d) A limited company of Corporation
- 4) Particulars of registration with various Government bodies (Attach attested photo-copy)

Organization / Place of registration.

Registration Number.

1.

2.

3.

- 5) Name and Title of Directors and Officers with designation to be concerned with this work with designation of Individuals authorized to act for the organization.

- 6) Designation of individual authorized to act for the organization.

- 7) Were you ever required to suspend construction for a period or more then six months continuously after you commenced the construction? If so, give the names of the project and give reasons there of.

- 8) Have you or your constituent partner even left the work awarded to you incomplete? (If so, give name of the project and give reasons for not completing the work)

- 9) Have you or your constituent partner been debarred /black listed for tendering in any organization at any lime? If so, give details.

- 10) In which field of Civil Engineer construction, you claim specialization and interest?

- 11) Any other information considered necessary but not included above.

- 12) Have you or your constituent partner (in case of partnership firm) ever been convicted by court of law? If so give details.

SIGNATURE OF APPLICANT(S)

FORM 'E1'

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

S.No	Designation	Total Number	Number available for this work	Name	Qualifications	Professional experience & details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

SIGNATURE OF APPLICANT(S)

DETAILS OF CONSTRUCTION PLANT & EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK

S. No	Name of equipment	Nos.	Capacity	Age	Condition or Type	OWNERSHIP STATUS			Current location	Remarks
						Presently owned	Leased	To be purchase		
1	2	3	4	5	6	7	8	9	10	11
	EARTH MOVING EQUIPMENT									
1	EXCAVATORS (VARIOUS SIZES)									
	EQUIPMENT FOR HOISTING & LIFTING									
1	TOWER CRANE									
2	BUILDER HOIST									
	EQUIPMENT FOR CONCRETE WORK									
1	CONCRETE BATCHING PLANT									
2	CONCRETE PUMP									
3	CONCRETE TRANSIT MIXER									
4	CONCRETE MIXER (DIESEL)									

5	CONCRETE MIXER (ELECTRICAL)									
6	NEEDLE VIBRATOR (ELECTRICAL)									
7	NEEDLE VIBRATOR (PETROL)									
8	TABLE VIBRATOR (ELECTRICAL / PETROL)									
	EQUIPMENTS FOR BUILDING WORKS									
1	BLOCK MAKING MACHINE									
2	BAR BENDING MACHING									
3	BAR CUTTING MACHING									
4	WOOD THICKNESS PLANNER									
5	DRILLING MACHING									
6	CIRCULER SAW MACHING									
7	WELDING GENERATORS									
8	WELDING TRANSFORMERS									
9	CUBE TESTING MACHINE									
10	M.S. OIOES									
11	STEEL SHUTTERING									
12	STEEL SCAFFOLDING									
13	INTERGRATED PILING RIG (VERTICAL & RAKER)									

14	GRINDING/POLISHING MACHINES									
	EQUIPMENTS FOR ROAD WORK									
1	ROAD ROLLERS									
2	BITUMEN PAVER FINISHERS									
3	HOT MIX PLANT									
4	SPREADERS									
5	EARTH RAMMERS									
6	VIRATORY ROAD ROLLERS									
	EQUIPMENTS FOR TRANSPORTATION									
1	TIPPLERS									
2	TRUCKS									
	PNEUMATIC EQUIPMENTS									
1	AIR COMPRESSORS DIESEL									
	DEWATERING EQUIPMENT									
1	PUMP DEWATERING (DIESEL)									
2	PUMP DEWATERING (ELECTRICAL)									
	POWER EQUIPMENTS									
1	DIESEL GENERATORS									
	Any other plant or equipment									

ANY OTHER PLANT / EQUIPMENT

SIGNATURE OF APPLICANT(S)

SECTION-IV

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTOR FOR TECHNICAL BID (NOT TO BE MADE AS PART TECHNICAL BID DOCUMENT)

Attributes		Evaluation				
(A)	Financial strength	20 Marks	(i) 60% marks for minimum eligibility criteria			
	i) Average annual turnover	16 marks	(ii) 100% marks for twice the minimum eligibility criteria or more.			
	(ii) Solvency	4 marks	In between (i) & (ii) on pro-rata basis.			
(B)	Experience in similar class of work	20 marks	(i) 60% marks for minimum eligibility criteria			
			(ii) 100% marks for twice the minimum eligibility criteria or more.			
			In between (i) & (ii)-on pro-rata basis.			
©	Performance on works	20 marks	Calculation for Points			
	(i) (Time over Run)		Max.			
	Parameter		If TOR= 1.00 2.00 3.00 >3.50 20			
(a)	Without levy of compensation	20	15	10	10	
(b)	With levy of compensation	20	5	0	-5	
(e)	Levy of compensation not decided	20	10	0	0	
TOR = AT/ST, where AT =Actual Time. ST=Stipulated Time						
Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.						
(D)	Performance for work (quality)	15 marks				
	(i) Very Good	15				
	(ii) Good	10				
	(iii) Fair	05				
	(iv) Poor	0				
(E)	Personnel & Establishment	(Max. 10 Marks)				
	(i) Graduate Engineer	1 Mark for each	Max. 5 Marks			
	(ii) Diploma holder Engine	0.75 Mark for each	Max. 3 Mark			
	(iii) Surveyor	0.5 Mark for each upto	Max. 1 Mark			
	(iv) Supervisory / Foreman	0.25 Mark for each upto	Max. 1 Mark			
(F)	Plant and Equipment	(Max 15 Marks)				
	(i) Excavator	1 Mark for each upto	Max. 2 Marks			
	(ii) Batching Plant/Hopper Mixer	1 Mark for each upto	Max. 2 Marks			
	(iii) Trucks/Tippers/Dozer	1 Mark for each upto	Max. 2 Marks			
	(iv) Tower Crane/ Building Host/JCB	1 Mark for each upto	Max. 2 Marks			
	(v) Integrated Piling rig	1 Mark for each upto	Max. 2 Marks			
	(vi) Rotavator/Ripper	0.5 Mark for each upto	Max. 1 Marks			
	(vii) Needle Vibrator/Welding Machine	0.5 Mark for each upto	Max. 2 Marks			
	(viii) Dewatering pumps/Grout pumps	0.5 Mark for each upto	Max. 2 Marks			

NET TOTAL

100 MARKS

BLANK/DELETED
AND SEE PAGE 31

3 NOTICE INVITING TENDER (Form PWD.6) (Delhi Development Authority)

Sealed offers are invited by Executive Engineer, FOD- 2 on behalf of DDA for the under-mentioned work from eligible, experienced, well-reputed, technically and financially sound contractors in addition to the pre-qualified agencies for construction of bridges and flyovers by DDA

Name of Work: Construction of Clover Leaves at Karkari More (Intersection of Vikas Marg and Road No.- 57) and Widening of existing Bridge on Trunk Train No.-1.
SH: - Construction of clover leaves at Karkari More and widening of existing Bridge.

The work is **estimated to cost Rs. 65,59,72,195/- only for civil work.** The estimated cost, however, is given merely as a rough guidance only.

Tender documents consisting of the drawings, Specifications, Schedule of Quantities, special conditions etc. indicating the extent of the various clauses of work to be done and the set of conditions of contract to be complied with by the Contractor will be issued by The Executive Engineer, Flyover Division -2, Seed Bed Park, Shakarpur, Delhi-110092 between 11 AM and 4 PM on all working days from-.....-2009. Receipt of application for purchase of tender documents will be stopped by 1500 hrs on-.....-2009. Issue of tender documents will be stopped by 1600 hrs on-.....-2009.

Tender documents, excluding standard form, will be issued from this office during the hours specified above on submission of the following:

- 1 Rs. 1560/-(Rupees One thousand five hundred sixty only, including 4% VAT) in cash (non-refundable) as cost of tender.
- 2 A valid "No Dues Certificate" from concerned authority for DVAT 2004 or Submit an affidavit that up- to- date returns have been filed and agency has 'No Dues' towards the Sales Tax/Value Added Tax Department. He will also give the copies of all returns filed in the Sales Tax Department.
- 3 Agreement shall be drawn with the successful tenderer on standard DDA condition of contract which are attached. The Tenderer shall quote his rates in the Schedule of Quantity, as per various terms and conditions of the said form and the amendments thereto as referred to at Sl.No. 2(xiii) of **Schedule "F"** and other standard Form No. **CPWD 8** which is available as a Govt. of India Publication (print edition-2005 read with amendments and upto date correction slips issued upto the last date of issue of tender and other chapters of this tender, which shall form part of the agreement.
- 4 The time allowed for carrying out the work shall be Fifteen months for the whole work from the date of issue of the Letter of Acceptance of tender or from the first day of handing over of the site, whichever is later, in accordance with Phasing, if any, indicated in the tender documents.

4 ITEM RATE TENDER & CONTRACT FOR WORKS

Delhi Development Authority

Tender for the work: Construction of Clover Leaves at Karkari More (Intersection of Vikas Marg and Road No. -57) and Widening of existing Bridge on Trunk Train No. -1.

To be submitted by 3:00 P.M. on-....-2009 to the office of The Executive Engineer, Flyover Division No.- 2, Delhi Development Authority, Seed Bed Park, Shakarpur, Delhi-110092,

To be opened in presence of tenderers who may be present at 3.30 PM on-....-2009 in the office of The Executive Engineer, Flyover Division No. 2, Delhi Development Authority, Seed Bed Park, Shakarpur, Delhi -110092,

Issued to
(Contractor)

Signature of officer issuing the document

Designation: The Executive Engineer
Flyover Division No. 2
Delhi Development Authority
Seed Bed Park
Shakarpur
Delhi 110 092

Date of issue: _____

4.1 Description of the Work

The work involves construction of six number clover leaves over Drain No.1 as shown in the layout plan at Karkari More intersection. Proposed clover leaves are to be constructed on one side of the existing flyover. Approach embankments shall be supported by RCC walls and new ramps shall be constructed with RE walls.

Existing bridge on Drain No.-1 shall be widened to add one more traffic lane on both side carriageways. Widening of the existing road and construction of new road is proposed partly on embankment and partly supported by retaining wall constructed along bank of the drain. A pedestrian subway is proposed to be constructed near post office. Construction of a split rotary is also proposed after existing ROB towards Ghaziabad side. Miscellaneous works include lane markings, zebra, directional arrows, fixing cats-eye, road delineators, reflectors, painting kerb/crash barrier, providing signange boards and development of green areas etc.

4.2 Structural Arrangement

Structural System for Clover Leaves over Drain No.-1:

Proposed clover leaves are to be constructed on one side of the existing flyover. The work shall consist of providing pre-stressed concrete Box-girder and I-Girder spans for superstructure with RCC sub-structure resting on vertical and raker pile foundations, abutments and approach slabs, expansion joints, bearings, crash barriers etc.

For approaches, remodelling of existing road is done with new embankment supported by RCC walls. For construction of new ramps, RE wall is adopted. The work shall include the provision of friction slab to support crash barrier over the wall.

Widening of existing bridge (both sides) on Drain No.-1 shall be done by dismantling existing railings and footpaths of existing bridges, chipping existing slab to lap reinforcement bars, construction of RCC slab to widen deck and reconstruct footpaths and railing. Extended slab shall be supported on RCC piers resting on pile foundation.

Widening of the existing road and construction of new road is proposed partly on embankment and partly supported by retaining wall on pile foundation constructed along bank of the drain.

Remodelling / Widening of Existing Roads, Footpaths, Service Roads :

The work shall consist of providing bituminous pavement, overlay on existing roads, footpath, cycle tracks, drains etc. This includes the construction of median kerbs, footpath kerbs etc. as per the final drawings. Re-grading road to match the existing and proposed structures, remodelling or reconstruction of the footpath of the existing road to accommodate cycle track and remodelling or reconstruction of existing drains and service roads is included in scope. Construction of Split-Rotary for U-Turning includes widening of existing road by construction of retaining wall along drain, remodelling of existing median to construct split-rotary and closing existing gap in the median to make the T-junction signal free

4.2.1 Temporary construction

1. Construction of temporary rotary / traffic islands / medians using concrete barricades and traffic light intersection, diversion roads to enable smooth traffic flow during construction.

Traffic diversion plans shall be got approved from DDA and traffic police. The cross section of temporary roads to be adopted shall be got approved from DDA.

2. Temporary shifting of existing drains and temporary shifting and supporting of utilities etc. to facilitate construction.
3. Fabrication and providing barricading as per drawings for safe working.

4.2.2 Construction Methodology

Foundations and Substructure:

- Casting of Bored cast-in-situ piles, vertical and raker upto founding level.
- Casting of Pile Cap.
- Casting of Pier.

Super Structure:

- Casting superstructure individual spans on temporary bearings
- Installing permanent bearings and casting closure pour for continuity
- Stressing cap cables and casting footpath, kerbs/crash barriers
- Providing wearing coat

4.3 Sequence of construction

In general the site is free of encumbrance and the work can be started at all the locations simultaneously. However the work shall be taken up in phases for allowing traffic diversion during construction.

Suggested phase wise construction sequence is given below. Layout Plan drawing may be referred for the nomenclature used below.

4.3.1 Phase I (0 to 3 Month)

Construction of piles & Substructure for clover leaves-3,4&6, widening of slip road, traffic diversion road, approaches and RE wall ramps.

4.3.2 Phase II (3 to 5 Months)

Construction of piles & Substructure for clover leaves-1,2&5, widening of slip road, traffic diversion road, approaches and RE wall ramps.

4.3.3 Phase III (5 to 7.5 Months)

Construction of Superstructure for clover leaves 3,4&6 and split rotary towards Ghaziabad side, new road construction and start subway construction.

4.3.4 Phase IV (7.5 to 11 Months)

Construction of Superstructure for clover leaves 1,2&5, and new road/ramp construction and complete subway construction.

4.3.5 Phase V (11 to 13 Months)

Construction of crash barriers and wearing coat on clover leaves.

4.3.6 Final Phase VI (13 to 15 Months)

Widening of existing bridge on drain no.-1. Landscaping and all miscellaneous works, road finish & furniture, signage etc. are carried out in the final phase.

Note: For delay in land acquisition process, time for completion of work and individual milestones(applicable to only those work items which are affected by land acquisition process) shall be extended without levy of compensation/damages to either of the parties i.e., Delhi Development Authority and the Contractor.

4.4 Instructions to Contractor

- 4.4.1 Copies of Soil Investigation Report and Drawings pertaining to the works will be available for inspection by the tenderers at the office of the Executive Engineer, FOD-2, DDA on all working days between 11:00 A.M. & 3:00 P.M.
- 4.4.2 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-strata (So far as is practicable), the form and nature of the site, 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.
- 4.4.3 A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon 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 documents.
- 4.4.4 Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 4.4.5 If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates or amounts, it would be open for the DDA to take suitable action against the contractor. These types of tenders will be summarily rejected.
- 4.4.6 The competent authority, on behalf of the Delhi Development Authority does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or any condition including that of conditional rebate is put forth by the tenderer are liable to be rejected.
- 4.4.7 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 to rejection.
- 4.4.8 The competent authority on behalf of the Delhi Development Authority 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.
- 4.4.9 The contractor shall not be permitted to tender for works in the Flyover Division (responsible for award and execution of contracts) in which his near relative is posted as Accounts Officer 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, CPWD or PWD, Govt. of Delhi or 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. The contractor shall give a list of both gazetted and non-gazetted DDA employees related to him

- 4.4.10 No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Govt. of India/Govt. of Delhi is allowed to work as a contractor for a period of two years after his retirement from Govt. of India/DDA, without the previous permission of the Govt. of India/DDA in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. as aforesaid before submission of the tender or engagement in the contractor's service.
- 4.4.11 The tender for the work shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 4.4.12 This NIT shall form a 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 all three volumes and any other documents that may be deemed as part of contract document.
- 4.4.12.1 The notice inviting tender, all the documents including additional conditions, specifications and drawing, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- 4.4.12.1 DDA general Condition of contract & and other standard Form No. CPWD 8, i.e. General Conditions of Contract for CPWD works 2005 read with amendments/correction slips issued upto the last date of issue of tender.
- 4.4.13 The tenderer should be registered under Delhi Value Added Tax 2004 and he will submit a valid "No Dues Certificate" from concerned authority along with application for issue of tender or submit an affidavit that up to date returns have been filed and agency has no dues towards the sales tax/ value added tax department. He will also give the copies of all returns filed in the sales tax department.
- 4.4.13.1 The department shall deduct Income Tax on the value of work done from each bill of the contractor as per prevailing Government instructions / orders. In lieu, the department shall issue a certificate of deduction of tax at source to the contractor, in relevant forms.
- 4.4.13.2 Engineer-in-Charge shall deduct TDS for DVAT as per prevailing Government instructions / orders from the total payment made to contractor in pursuance of this contract. This TDS shall also be deducted on advance payment to be adjusted in future bills and on the amount of cost escalation. The TDS certificate shall be issued by the Engineer-In-Charge to the contractor in form DVAT 43 within 28 days from the end of the month in which tax has been deducted. In addition, Engineer-in-Charge shall

deduct contract workers welfare Cess @ 1% (one percent) of cost of construction, from the running of final bills of the contractors.

4.4.14 The contractor shall quote his rates keeping in mind the specifications, terms & conditions, particular specifications and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified. If the tenderer does not quote the rate for any item, leaving the space blank, whatsoever, it will be presumed that the tenderer has loaded the cost of this/ these item(s) on other item(s), and he will execute this/ these items at zero cost, and the tender will be evaluated accordingly.

4.4.15 In the tender documents the word “Department” shall mean “DDA” wherever exists.

4.5)(i). The site of the work shall be made available in parts.

4.5) (ii). The contractor must get acquainted with the proposed site for the works and study specifications and condition carefully before tendering. The work shall be executed as per programme approved by the Engineer-in-charge. If part of the site is not available for any reason or there is some unavoidable delay the programme of construction shall be modified accordingly and the contractor shall have no claim for any extra or compensation on this account.

Number of agencies/departments shall be working in this area. The agency shall work in close coordination with them and if there is some delay at any location for handing over the site or there some unforeseen hindrance on any particular location, the agency shall modify their programme accordingly and nothing extra shall be payable on this account.

4.6) (i). Arrangement of land for housing labour, yard for equipment, yard for material storage, fabrication, concrete batching plant, pre-casting etc. all to be part of responsibilities of the contractor. However, subject to availability DDA may agree to make available the reasonable area of land for office, casting yard labour hutments, batching plants etc. as per DDA's terms and condition on lease and licence basis @Rs. 25000/- per acre per month. Other formalities like submission of bond and acceptance of terms and conditions shall be completed at the acceptance of tender. The tenderer may indicate his minimum requirement of land for each site along with details of how this has been arrived at. The land allotted by DDA for casting/fabrication yards and other project works shall be vacated, cleaned and returned to DDA by the agency within 3 months from the date of completion of work as recorded by the department and final bill shall only be paid after that.

4.6) (ii). Non-availability of DDA land desired/proposed by the contractor either on area/location basis/purpose basis should not hinder the progress of the work and no claim whatsoever on this account will be entertained.

Signature_____

The Executive Engineer
Flyover Division No. 2
Delhi Development Authority
Seed Bed Park, Shakarpur
Delhi 110 092

Signature of Divisional Officer
For and on behalf of the Delhi Development Authority

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 conditions, Schedule of Rates and other documents and Rules referred to in the conditions of contract and all other contents in the tender documents for the work.

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

I/We agree to keep the tender open for Sixty (60) days from the due date of submission thereof and not to make any modification in its terms and conditions.

A sum of Rs. _____/- has been deposited in the form of _____* _____ for Rs. _____* _____ and the balance amount of Rs. _____* _____ in the shape of Bank Guarantee valid for a period of 8 months as earnest money. If I/ We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Delhi Development Authority 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 the work as specified, I/We agree that Delhi Development Authority or his successors in office shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations, as may be ordered, upto maximum of the percentage mentioned in Schedule "F" and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form.

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

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

Dated *

Signature of Contractor*

Postal Address

Witness: *

Address: *

Occupation: *

* - To be filled in by the contractor

Note:- Tender without witness shall be liable for rejection

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 for Delhi Development Authority for a sum of Rs _____ ** (Rupees _____ **). The letters referred to below shall form part of this contract document agreement.

- a)
- b)
- c)

Date:.....**

Signature_____

The Executive Engineer
Flyover Division No. 2
Delhi Development Authority
Seed Bed Park
Shakarpur
Delhi 110 092

Signature of Divisional Officer
For and on behalf of the Delhi Development Authority

** To be filled in by Executive Engineer

5 SCHEDULES (A to F)

5.1 SCHEDULE 'A'

Schedule of Quantities from Page 143 to 225 of Volume I (Part A: Civil Work) of tender document

5.2 SCHEDULE 'B'

Schedule of materials to be issued to the contractor

Sl. No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
Nil				

5.3 SCHEDULE 'C'

Tools and Plants to be issued to the contractor

Sl.No.	Description	Hire charges per day	Place of Issue
1	2	3	4
Nil			

5.4 SCHEDULE 'D'

Extra schedule for specific Requirements/documents for the work if any: Tender Document (Vol-I Page 1 to 225 Vol-II Pages (i) to (iii) and 1 to 193 and Vol-III Drawings 48.Nos)

5.5 SCHEDULE 'E'

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

5.5.1 CLAUSE 10 CCA (Price variation clause):

Applicable as described below:

5.5.1.1 Price Variation Formula:

Payment as per the contract shall be subject to adjustment in accordance with the following Price Variation Formula, and other terms given herein, to provide for Variation in the Market Rates of inputs like Labour, Materials and Fuel/Energy during the currency of the contract:

$$V = V_l + V_s + V_c + V_f + V_m$$

Where,

$$V = \text{Total adjustment on account of all factors}$$

- V_l = Adjustment on account of labour component
 $= p \times R \times (l-l_o)/l_o$
- V_s = Adjustment on account of steel component
 $= q \times R \times (W_s-W_{so})/W_{so}$
- V_c = Adjustment on account of cement component
 $= r \times R \times (W_c - W_{co})/W_{co}$
- V_f = Adjustment on account of Fuel/Lubricant component
 $= s \times R \times (W_f - W_{fo})/W_{fo}$
- V_m = Adjustment on account of machinery and machine tools
 $= t \times R \times (W_m - W_{mo})/W_{mo}$

Where,

- p = Cost Co-efficient of labour to the Total Cost
 $= 0.22$
- q = Cost Co-efficient of Steel to the Total Cost
 $= 0.25$
- r = Cost Co-efficient of Cement to the Total Cost
 $= 0.15$
- s = Cost Co-efficient of Fuel and Lubricant to the Total Cost
 $= 0.05$
- t = Cost Co-efficient of other Machinery and Machine Tools to the Total Cost
 $= 0.18$

Note: $p + q + r + s + t = 0.85$, balance 0.15 shall be fixed component.

- R = Gross value of the work done by the Contractor for the period of work under consideration, after excluding there from the cost of any material supplied free or at fixed rate to the Contractor.
- L_o = Consumer Price Index for Industrial workers, published in the Reserve Bank of India Bulletin, as applicable to Delhi area for the month in which the tender was opened.
- L = Average of monthly Consumer Price Index for Industrial workers published in the Reserve Bank of India Bulletins as applicable to Delhi area for the period of work under consideration.
- W_{so} = Whole Sale Price Index (Averages) for Iron & Steel items as published in the RBI "Bulletin", for the month in which the tender was opened.

Ws = Average of the monthly whole sale price index (averages) for Iron & Steel items as published in the RBI “Bulletins” for the period of the work under consideration.

Wco = Whole Sale Price Index (Averages) for Cement as published in the RBI “Bulletin”, for the month in which the tender was opened.

Wc = Average of the monthly whole sale price index (averages) for Cement as published in the RBI “Bulletins” for the period of the work under consideration.

Wfo = Whole Sale Price Index (Averages) for Fuel, Power, Light and Lubricants as published in the RBI “Bulletin”, for the month in which the tender was opened.

Wf = Average of the monthly whole sale price index (averages) for Fuel, Power, Light and Lubricants as published in the RBI “Bulletins” for the period of the work under consideration.

Wmo = Whole Sale Price Index (Averages) for Machinery and Machine Tools as published in the RBI “Bulletin”, for the month in which the tender was opened.

Wf = Average of the monthly whole sale price index (averages) for Machinery and Machine Tools as published in the RBI “Bulletins” for the period of the work under consideration.

Period of work under consideration will mean as under:

In the case of first “On Account Bill” the period from the date of receipt of “Letter of Acceptance” to the date of measurement of the first bill.

In the case of second and subsequent “On Account” and final bills, The period from the date of measurement of previous bill to the date of measurement of that bill.

Note: Responsibility of arranging the RBI Bulletins desired by the Employer or the Engineer shall rest with the contractor.

Non –application of this clause to extra items

Price variation clause shall not be applicable to any extra item of works, not included in the accepted Bill of Quantities and for which the rates are fixed separately under clause –12 of DDA General Conditions of Contract.

5.5.1.2 Adjustment On Account Of Price Variation

Adjustments on account of Price Variations may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case the amount of Price Variation shall be recovered from the Contractor). Adjustment on account of Price Variation shall be calculated separately, for each period, between two successive dates of measurements for bills and paid along with each bill.

After verifying the bill, the Engineer-in-charge shall certify the adjustment amount and advise the same as far as possible within 28 days of certification by him .Any amount due from Contractor on account of negative adjustment shall be recovered from his pending or other bills at the earliest.

5.5.1.3 Procedure in case of delay in availability of final RBI Indices

Where the Final Price Indices are not available in the Reserve Bank of India Bulletins while making payment towards on-account bills, payment towards price variation will be made on provisional basis based on the indices available to be adjusted in subsequent bills as and when the final indices figures become available.

5.5.1.4 Price Variation on Items not included in the bill of quantities

Price variation clause shall not be applicable to any extra item of work not included in the accepted bill of quantities and for which the rates are fixed separately under Clause 12 unless decided otherwise in exceptional cases at the time of acceptance of such rates by the Engineer-in-charge.

5.5.1.5 Price Variation during extended period of completion

The price adjustment as worked out above i.e., either increase or decrease will be applicable upto the stipulated date of completion of the work including the extended period of completion where such extension has been granted without levy of compensation under sub-clause 5.6.1 of General Condition of Contract. However, where extension has been granted with the levy of compensation the price adjustment will be due as follows:

In case the indices increase above the indices applicable to bill made on the last date of original completion period or the extended period without levy of compensation the price adjustment for the period of extension with levy of compensation will be limited to the amount payable as per the indices applicable to a bill made on the last date of original completion period or the extended period without levy of compensation.

In case the indices fall below the indices applicable to a bill made on the last date of original or extended period of completion, then the lower indices will be adopted for the price adjustment for the period of extension with levy of compensation under sub-clause 5.6.1 of the General Conditions of Contract.

5.6 SCHEDULE 'F'

5.6.1 Reference to General conditions of contract

General condition of contract for DDA and other standard Form No. **CPWD 8**, read with amendments and correction slips issued up to the last date of issue of tender.

Tender for the work: Construction of Clover Leaves at Karkari More (Intersection of Vikas Marg and Road No. 57) and Widening of existing Bridge on Trunk Drain No.1.

Estimated cost of Work : Rs. 65,59,72,195/-

Earnest Money : Rs. 1,31,19,444/-

Security Deposit : 5% of tendered value of the work

Performance Guarantee : 5% of tendered value of the work

General Rules & Directions

Officer Inviting Tender : Executive Engineer
(FO Div. No.-2) / DDA
Seed Bed Park,
Shakarpur,
Delhi – 110 092.

Maximum percentage for quantity of items of works to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3.

See below:

- i) Foundations – 100%
- ii) Other items -- 20%

Definitions

2 (v) Engineer-in-Charge

Part A (CIVIL) -

Executive Engineer, Flyover Division No. 2, Delhi Development Authority, Seed Bed Park, Shakarpur, Delhi – 110 092, Or Equivalent Officer-in-charge of the work

2 (viii) Accepting Authority

**Project Manager (Flyover),
Delhi Development Authority
Vikas Minar, New Delhi**

Or Equivalent Officer-in-Charge of the work

2 (x) Percentage on cost of materials and Labour to cover all overheads and Profits

15%

2 (xi) Standard Schedule of Rates CIVIL WORK –

(CPWD DSR-2007),
Ministry of Road Transport and Highways
(MORT&H) Standard Data Book for Analysis of Rates with correction slips issued upto the last date of issue of tender and market rates.

2(xii) Department

DDA

2(xiii) Standard DDA Contract Form

**DDA General Conditions of contract,
As modified and corrected up to the
last date of issue of tender**

Clause 1

Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days : 15 Days

Maximum allowable extension beyond the period provided in above, in days : 7 days

Clause 2

Authority for fixing compensation under clause 2 . : **Project Manager (Flyover)**, Gr II Delhi Development Authority, Vikas Minar, New Delhi.
Or Equivalent Officer-in-charge of the work

Clause 2A

Whether Clause 2A shall be applicable : Yes

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start : 10 days

Table of Mile Stone(s)

: As per table given below

Table 5.1 Table of milestone(s)

S.No	Physical Progress	Time allowed (from date of start)	Amount to be with-held in case of non achievement of Milestone
1.	Construction of piles & Substructure for clover leaves- 3,4&6, widening of slip road, traffic diversion road, approaches and RE wall ramps.	1/5 th (of whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each mile stone.
2.	Construction of piles & Substructure for clover leaves- 1,2&5, widening of slip road, traffic diversion road, approaches and RE wall ramps.	1/3 rd (of whole work)	

3.	Construction of Superstructure for clover leaves 3,4&6 and split rotary towards Ghaziabad side, new road construction and start subway construction.	1/2 (of whole work)	
4.	Construction of Superstructure for clover leaves 1,2&5, and new road/ramp construction and complete subway construction.	3/4 th (of whole work)	
5.	Construction of crash barriers and wearing coat on clover leaves	6/7 th (of whole work)	
6.	Widening of existing bridge on drain no.-1. Landscaping and all miscellaneous works, road finish & furniture, signage etc. are carried out in the final phase.	Full	

Contractor may submit his own physical milestones subject to approval by Project Manager, DDA.

Time allowed for execution of work : **Fifteen Months**

Authority to give fair and reasonable extension of time for completion or work. : **Part:A Civil Work**
Project Manager (Flyover), Gr II Delhi
 Development Authority, Vikas Minar, New Delhi.
 Or Equivalent Officer-in-charge of the work

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. 100 lacs only.

Clause 10 B (ii)

Whether clause 10 B (ii) shall be applicable : Yes

Clause 10 CA : **Yes**

Clause 10 CCA

Clause 10CCA is to be applicable in contracts with stipulated period of completion exceeding the period shown in the next column : **18 Months**

Clause 11:

Specifications to be followed for Execution of work :

The following specifications with correction slips/ amendments issued upto the last date of issue of tender. : Part A : Civil Work
 MORTH specifications for Roads and Bridge work (Fourth Revision) 2001.
 PWD Specifications 1996 Vol. I to VI
 Revised CPWD Specifications 2002 for Cement, Mortar, CC and RCC works.
 Particular and other specifications attached elsewhere in the Tender Documents.

Clause 12

12.2/12 .3 Deviation limit beyond which clause 12.2 & 12.3 apply : 20% for all items except foundation items.

12.5 Deviation limit : 100%
beyond which clause
12.2 and 12.3 shall
apply for foundation
work

Clause 16

Competent Authority for deciding reduced rates : **Part A : Civil work**
Project Manager (Flyover), Gr II Delhi Development Authority, Vikas Minar, New Delhi.
Or Equivalent officer-in-charge of the work.

Clause 36 (i)

Requirement of deputing Technical staff and Recovery Rates:

Sl. No .	Designation (Principal Technical/ Technical Representative)	Minimum Qualification of Technical Representative	Discipline	Minimum Experience in years	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)
1	Project Manager	Graduate Engineer	Civil	15 – 18	1	Rs. 80,000/- per month
2	Deputy Project Manager	Graduate Engineer	Civil	12 - 15	1	Rs 65,000/- per month
3	Project/Site Engineer	Graduate Engineer or Diploma Engineer	Civil	6 – 8 or 8 - 12	2	Rs. 50,000/- per month per person
4	Quality Engineer	Graduate Engineer	Civil	8 – 10	1	Rs. 40,000/- per month per person
5	Surveyor	Minimum Diploma Engineer	Civil	8 – 10	1	Rs. 30,000/- per month per person
6	Project Planning/billing Engineer	Graduate Engineer	Civil	6 – 8	1	Rs. 30,000/- per month per person

Note: The recovery shall be applied on pro-rata basis.

Clause 42

Schedule / statement for determining theoretical quantity of cement & bitumen.

: **DSR 2007 with amendments thereto issued up to the last date of issue of tenders, as per Nomenclature of Item and Job mix Design**

Variations permissible on theoretical quantities

a) Steel reinforcement and structural steel sections for each diameter, section and category.

: **2% (Two percent) Plus / Minus**

- b) Cement : **2% (Two percent) Plus / Minus**
- c) Bitumen for :
- (i) Tack coat : **2.5% plus only and NIL on minus side.**
 - (ii) DBM & BC : **As per MORTH Specifications (4th Revision) 2001 section 500 and as per Table 500-13 giving permissible variations from job mix formula and Table 900- 4 for Control Tests and Sampling and Testing frequency**
- d) All other material : **NIL**

Recovery of material beyond permissible variation on minus side shall be made by EE / FOD-2 at the justified rate at the time of tendering. Recovery of materials shall be made at the following rates:

- i) Cement :
- ii) Steel (HYSD/TMT):
- iii) Bitumen :

The Executive Engineer
 Flyover Division No. 2
 Delhi Development Authority
 Seed Bed Park
 Shakarpur
 Delhi 110 092

General Rules and Directions containing 1 to 11 paras may be added:

1. In the events of the tender being submitted by 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.
2. Receipt 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 by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
3. Any person who submitted a tender shall fill up the Bill of Quantities form, stating at what rate he is willing to undertake each item of work. Tenders which proposed any alternation in the work specified in the said form of invitation to tender, or in the time allowed for carrying out of the work, or which contain any other condition of any sort, including conditional rebates, will be liable for rejection.

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

4. The officer inviting tender or his duly authorized representatives will open tenders in the presence of any intending contractor who may be present in the time and will enter the amounts of the several tender in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt of the earnest money forwarded at the time of purchase of tender shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other document mention in Ruled – 1. In the event of tender being rejected, the earnest money of unaccepted tenders shall thereupon be return to the contractor without any interest.
5. The officer inviting tenders shall have the right of rejecting all or any of the tender and will not be bound to accept the lowest.
6. The receipt of an accountant or clerk of 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.
7. The tenderer shall sign a declaration under the officials secret Act for maintaining secrecy of the tender document drawing or other records connected with the work given to them.
8. Only rates quoted shall be considered. Any tender containing percentage below / above rate quoted is liable to be rejected. Rate quoted by the contractor in item rate tender in figure and words shall be accurately filled in so that there is no discrepancy in the rate written in figure and words. However, if a discrepancy is found, the rate which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as corrected. If the amount of an item is not worked out by the contractor or it does not correspond with rate written either in figure or in words, then the rates quoted by the contractor in word shall be taken as correct. Where the rate quoted by the contractor in figure and in words tally but the amount is not worked out

correctly, the rate quoted by the contractor will unless otherwise proved be taken as corrected and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s) words(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other item and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

9. In case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
10. All rates shall be quoted on the tender form (i.e. Schedule of Quantities). The amount of each item should be worked out and requisite totals given. Special care should be taken to write the rate in figure as well as in words and the amount in figure only, in such way that interpolation is not possible. The total amount should be written both in figure and in words. In case of figure the word “Rs”. Should be written before the figure of rupees and word “P” after the decimal figure e.g. “Rs.2.15P” and in case of word the word “Rupees” should precede and the word paisa 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 lines.
11. On acceptance of the tender the name of the accredited representative(s) of the contractor who would be responsible for taking instruction from the Engineer-in-charge shall be communicated in writing to the Engineer-in-charge.

Delhi Development Authority

Clause 1 Performance Guarantee

- i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five Percent) of tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement (notwithstanding and/or without prejudice to any other provisions in the contract) within 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 upto a maximum period as specified in Schedule F on written request of the contractor stating the reasons for delay in procuring the Bank Guarantee to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Government securities or Fixed Deposit Receipts or Guarantee Bonds of any Schedule 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 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 of completion of work gets 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 (notwithstanding and/or without prejudice to any other provisions in the contract) 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 contractor or determined under may of the Clauses/Condition of the agreement, within 30 days of service of notice to this effect by Engineer-in-charge.
- iv) In the event of contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the Performance Guarantee shall stand forfeited in full or shall be absolutely at the disposal of the DDA.
- v) A letter of intent shall be issued in the first instance informing the successful tender for the decision of the competent authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the Performance Guarantee within the specified period Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

CLAUSE 1A
Recovery of Security Deposit

The person/persons whose tenders) may be accepted (hereinafter called the contractor) shall permit DDA at the time of many payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by DDA by way of Security De posit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the DD.A, as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by GPA 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 sate of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of purchase of tenders will be treated a part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh

Note-1: Government papers tendered as security will be taken at 5% (five percent) below ifs 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 PM (FOP) (whose decision in writing shall be final & binding) may decide on the amount (If tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

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

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

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

CLAUSE 2A

Incentive for early completion

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

CLAUSE 3

When Contract can be Determined

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

- i) If the Contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) the contractor has, without reasonable cause, suspended the progress of the, work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him behalf by the Engineer-in-Charge.
- v) If the contractor shall offer or give or agree to give to any person in DDA service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for DDA.
- vi) If the contractor shall enter into a contract with DDA in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge.
- vii) If the contractor shall obtain a contract with DDA as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made adjust him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for tile time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors

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- 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 commits any acts mentioned in Clause 21 hereof.
- xi) If the work is not started by the contractor within 1/8th of the stipulated time.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the DDA shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) Upon such determination or rescission, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the DDA.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another Contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all. The decision of DDA regarding validity of reasons for not starting the work shall be final and binding on the contractor

CLAUSE 4

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

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, DDA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

- 5.1 As soon as possible after the Contract is concluded the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work 3S per milestones given in Schedule F)

5.2 If the work(s) be delayed by:

- i) force Majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- vi) non-availability of stores, which are the responsibility of DDA to supply or
- vii) non-availability or break down of tools and Plant to be supplied or supplied by DDA or
- viii) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control. .

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, it practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar' for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

CLAUSE 6

Within 10 days of completion of the work the contractor shall give notice of such completion to the Engineer-in-charge and within 10 days of the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in work, he shall furnish the contractor with certificate of completion. Otherwise a provisional certificate indicating defect (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued but not certificate of completion, provisional or otherwise 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 arrangement required for his/her work people on the site in connection with the execution of the work shall have been erected or constructed by contractor (c) and cleaned of the dirt from all wood work, doors, windows, walls, floors or other parts of any building in upon or about which work is to be executed, or of which may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the Engineer-in- charge. If the contractor fails to comply with the requirements of this clauses as to removal of scaffolding, surplus material and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before of date fixed for the completion of work the Engineer-in-charge may at expense of contractor remove such scaffolding, surplus material and rubbish etc. and disposal of same as he think fit and clean of such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus material as aforesaid accept of any sum actually realised by the sale thereof.

CLAUSE 6A
Measurements of Work Done

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all the items having financial value shall be entered by the contractor and compiled in the shape of the computerized Measurement Book having pages of A-4 size as per format decided of the department so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-charge or his authorized representative as per interval or programme fixed in consultation with Engineering- Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and resubmission to Engineer-in charge for the dated signature by the Engineer-in-charge and the Contractor or their representative in token of their acceptance. Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked I test checked from the Engineer-in-Charge and I 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 I or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/ test checks. The final fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and. bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurement. The contractor shall without any extra charge, provide all assistance with every appliances, labour and other things necessary for checking of measurement/ levels by the Engineer-in-Charge or his representative. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general of 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 relive the contractor from liabilities from any over measurements or defects noticed till completion of the defects liability period.

CLAUSE 7

Payment on Intermediate Certificate to be regarded as Advances

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements giving abstract and detailed measurements on the format approved by the Engineer-in-Charge in six copies on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to 'submit the bills, Engineer-in-Charge shall prepare, or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 15th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge with the account of the material issued by the department, or dismantled materials if any.

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

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

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

CLAUSE 8

Completion Certificate and Completion Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued, But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises, on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site connection with the execution of the works as shall have been erected or constructed by contractor(s) and cleaned off the dirt from all wood work, door, windows, walls, floor or other parts of any 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 dropping from white washing, colour washing, painting etc, on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of works the individual rooms, quarters or premises etc, where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor wither departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

CLAUSE 8B

Completion Plans to be submitted by the Contractor

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

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

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

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

In case, the contractor fails to submit the completion documents/ drawings as aforesaid, he shall be liable to pay a sum of Rs 50.000/- or actual expenses incurred on account of preparation of such completion Drawings, whichever is more. The decision of Engineer-in-Charge shall be final and binding on the contractor,

CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of six months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized representative,

CLAUSE 9A

Payment of Contractor's Bills to Banks

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

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

CLAUSE 10
Materials supplied by DDA

NOT APPLICABLE

CLAUSE 10A
Materials to be provided by the Contractor

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

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

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

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

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

CLAUSE 10B

i) Secured Advance on Non-perishable Materials

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

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

ii) Mobilization advance

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case, the contractor shall execute a Bank Guarantee Bond from a Scheduled Bank as specified by the Engineer-in-Charge for the full amount of Mobilization advance before such advance is released. 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.

iii) Plant Machinery & Shuttering Materials 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.

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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 Value 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. DDA, and
3. The contractor.

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

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

iv) **Interest & Recovery**

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

- v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.
- vi) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

CLAUSE 10CA

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

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

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

The increase/ decrease in prices shall be determined by the All India Wholesale Price Indices for Cement and Steel (bars and rods) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement and/or steel reinforcement bars as issued under authority of Director General (Works), CPWD as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

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

a) Adjustment for component of 'Cement'

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

Where,

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

Pc = Base Price of cement as issued under authority of DG (W), CPWD valid at the time of the last stipulated date of receipt of tender including extensions, if any.

Qc = Quantity of cement used in the works since previous bill

CIo = All India Wholesale Price Index for cement as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce & issued by DG (W) CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any

CI = All India Wholesale Price Index for cement for period under Consideration as published by Economic advisor to Government of India, Ministry of Industry and Commerce & issued by DG(W), CPWD

b) Adjustment for component of 'Steel'

$$V_s = P_s \times Q_s \times \frac{SI - SI_0}{SI_0}$$

Where,

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

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

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

SI_0 = All India Wholesale Price Index for steel (bars & rods) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce & issued by DG (W) CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any

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

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

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

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

SI_0 = All India whole sale price Index for steel {bars and rods) for the period under consideration as published by the Economic Advisor to Government of India, ministry of Industry & Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any

SI = All India whole sale price Index for steel (bars and rods) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry & Commerce

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

CLAUSE 10CC

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

CLAUSE 10D

Dismantled Material DDA Property

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 DOA according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 11

Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

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

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

CLAUSE 12

Deviations/Variations Extent and Pricing

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- 12.1 The time completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:
- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
 - ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

Deviation/Extra Items and Pricing

- 12.2 In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

Deviation/Substituted Items, Pricing

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

Deviation, Deviated Quantities, Pricing

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

- 12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration and reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates,
- 12.4 The contractor shall send to the Engineer-in-Charge once every three months an upto date account giving complete details of all claims for additional payments to Which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right However, the Engineer in Charge may authorize consideration of such claims on merits

- 12.5 For the purpose of operation of Schedule F, the following works shall be treated as works relating to foundation:
- i) For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
 - ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
 - iii) For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
 - iv) For Roads all items of excavation and filling including treatment of sub-base.
- 12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filling tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations

CLAUSE 13

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

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

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 take over by DDA, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

- iii) If any materials supplied by DDA are rendered surplus, the same except normal wastage shall be returned by the contractor to DDA at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to DDA stores, if so required by DDA, shall be paid.
- iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works; whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the DDA as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool; plants and materials and any - other sums which at the date of termination were recoverable by the DDA from the contractor under the terms of the contract.

CLAUSE 14

Cancellation of contract in full or part

If contractor:

- i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge: or
- ii) commit default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- iii) fails to complete the works or items of work with individual dates of completion, on or before the 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: or
- iv) 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; or

- v) 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 Accepting Authority/Engineer-in-Charge; or
- vi) shall obtain a contract with DDA as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- vii) 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 cum position 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 this estate or if a trust deed be executed by him for benefit of his creditors; or
- viii) being a company shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- ix) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- x) 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 Accepting Authority;

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to DDA, by a notice in writing to cancel the contract as a whole or only such item of work in default from the Contract. The Engineer-in-Charge shall on such cancellation by the Accepting Authority have powers to:

- a) take possession of the site and any materials, constructional plant, implements, stores, etc., thereon and/or
- b) carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works of part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by DDA. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor

Any excess expenditure incurred or to be incurred by DDA in completing the works or part of the works or the excess loss or damages suffered or may be suffered by DDA as aforesaid after allowing such credit shall without prejudice to any other right or remedy available DDA in law be recovered from any moneys due to the contractor on any account, and if such, moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days,

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to DDA and unsold materials, constructional plant, etc., shall be returned to the contractor, provided, always that if cost or anticipated cost of completion by DDA of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

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 is ordered for reasons (b) and (c) In sub-Para (i) above:

- a) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by

the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

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

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

CLAUSE 16

Action in case Work not done as per Specifications

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

either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as is they had been given to the contractor himself.

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

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

CLAUSE 17

Contractor Liable for Damages, defects during maintenance period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lakhs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient to meet all liabilities of the contractor under this contract, half of the security deposit will be

refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

CLAUSE 18

Contractor to Supply Tools & Plants etc.

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

CLAUSE 18A

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, DDA is obliged to pay compensation to a workman employed by the contractor, in execution of the works, DDA will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the DDA under subsection (2) of Section 12, of the said Act, DDA shall be at liberty to recover such amount or any part thereof by deducting if 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 subsection (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to DDA full security for all costs for which DDA might become liable in consequence in contesting such claim,

CLAUSE 18B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, DDA is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the

Contractor's Labour Regulations or under the Rules framed by DDA from time to time for the protection of health and sanitary arrangements for workers employed by DDA Contractors, DDA will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the DDA under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DDA to the contractor whether under this contract or otherwise DDA shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the DDA full security for all costs for which DDA might become liable in contesting such claim

CLAUSE 19

Labour Laws to be complied by the Contractor

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

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

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

CLAUSE 19A

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

CLAUSE 19B

Payment of Wages

Payment of Wages:

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour

Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions un-authorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- iv) a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non- payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or' non- observance of the Regulations.
- b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on count 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(162)MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

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

CLAUSE 19C

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

CLAUSE 19D

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

- 1) the number of labourers employed by him on the work
- 2) their working hours
- 3) the wages paid to them
- 4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- 5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them

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

CLAUSE 19E

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

CLAUSE 19F

Leave and pay during leaves shall be regulated as follows:

1 Leave:

- i) in the case of delivery maternity leave not exceeding 8 weeks, 4 weeks upto and including to day of delivery and 4 weeks following that day
 - ii) in the case of miscarriage-upto 3 weeks from the date of miscarriage
- notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standard and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19G

Model Rules

In the event of the contractor(s) committing a default or breach of any of the provisions of the Delhi Development Authority contractor Labour regulation and Model Rules for the protection of health and sanitary arrangement for the worker amended from time to time or furnishing any information or submitting or filling any statement under the provision of the regulation and Rules which is materially incorrect, he/they shall without prejudice to any other liability pay to the Delhi Development Authority a sum not exceeding Rs. 50/- for every default breach or furnishing making submitting filling such materials incorrect statement and in the event of the contractor(S) defaulting continuously in this respect the penalty may be enacting to Rs. 50/- per day of each 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 of the parties.

Should it appear to the Engineer-in-Charge that the contractor(S) is are not properly observing and complying with the provision of D.D.A. contractor Labour regulations and model rules and the provision of contractor labour (Regulation & Abolition) central Rule 1971 for the protection of health and sanitary arrangement for work people employed by the 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 in a reasonable time to be specified in the notice to comply with and observe that said rule and to provide the amenities to the work people as aforesaid the engineer-in-Charge shall have the power prescribed therein be provide to the work people within reasonable time to be specified in the notice. If in the contractor shall have the power to provide the amenities to be work people as aforesaid the engineer-in-Charge shall have the power to provide amenities here-in-before mentioned at the cost of the contractor (s). the contractor shall erect make and maintain at his their own expenses and according to approved standards all necessary tents 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 been erected or constructed contractor requiring that the said tents and sanitary arrangement be remodeled and/or reconstructed such tents and sanitary arrangement according to approved standard within the period specified in the notice the Engineer-in-Charge shall have the power to removed or reconstruct such tents and sanitary arrangements according to approved standards at the cost of the contractor(s)

Construction of labour huts near the work sites shall be avoided as far as possible whenever labour huts are pitched the Engineer-in-Charge will prepare a plan of area to be occupied by the labour of the construction agency reflection there up on the number of huts to be constructed. The Engineer-in-Charge shall obtain an undertaking from the work has been completed in the following proforma:

I/We hereby undertaken that

1. Full site free from any encroachment has been handed over to me/us on
2. The labour huts in numbers pitches/constructed by me/us at site as shown on the site plan and duly signed by me/us belong to me/us.

These shall be removed from the site before the completion of the work. In case of failure to do so the department can get same removed at my risk and cost.

The contract shall not be finalized till the Engineer-in-Charge gives a certificate that the area occupied by the labour of the contractor has been cleared/vacated by the contractor.

CLAUSE 19H

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

- i)
 - a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft) and the floor area to be provided with be at the rate of 2.7 sq.m (30 sq.ft) for each member of the worker's family staying with the labourer.
 - b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
 - c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
 - d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- ii)
 - a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud 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 with 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 costs 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 charge therefore.

- iv) The site selected for the camp shall be high ground removed from jungle
- v) **Disposal of Excreta** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/ authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/ authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- vi) **Drainage** - The contractor(s) shall provide efficient arrangements for draining away sludge water so as to keep the camp neat and tidy.
- vii) The contractor(s) shall make necessary arrangements for keeping the camp are 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 19I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors employ the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body un-authorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete budding If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy upto 5% of tendered value of work may be imposed by the superintending Engineer, whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

CLAUSE 20

Minimum Wages Act to be complied with

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

CLAUSE 21

Work not to be sublet. Action in case of insolvency

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

CLAUSE 22

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

CLAUSE 23

Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval 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 the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25

Settlement of disputes & arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specification, design, drawing 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 thereof shall be dealt with as mentioned herein after:-

i) If the contractor considers any work demanded of him to be outside the requirements of the contract or disputes in 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, with in 15 days request the project manager in writing for written instruction or decision. There upon the project manager shall be given his written instruction or decision within a period of one month from the receipt of the contractor's letter.

If the project manager 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 project manager, the contractor may within 15 days of the receipt of project manager's decision, appeal to the Engineer Member 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 Engineer member shall give his decision within 30 days of receipt of contractor's Appeal. If, the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Engineer Member 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, Delhi Development Authority. It will be no objection to any such appointment that the arbitrator so appointed is a Delhi Development Authority employee that he had to deal with the matter to which the contract relates and that in course of his duties as Delhi Development Authority employee, he has expressed his views in all or any of the matters in dispute of difference. If the arbitrator so appointed is unable or unwilling to act or resigns his 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 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 the arbitrator and giving the reference to the rejection by the Engineer Member of the appeal.

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

The arbitration shall be conducted in accordance with the provision of the Arbitration & 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 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 project Manager/Superintending Engineer regarding the quantum of reduction well as justification thereof in respect of rates of substandard work which may be decided to be accepted will be final and binding and will not be open to arbitration.

CLAUSE 26**Contractor to indemnify Govt. against Patent Rights**

The contractor shall fully indemnify and keep indemnified the DDA against and action, claim or Proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract. In the event of any claims made under or action brought against DDA in respect of any such Matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, Provided that the contractor shall not be liable to indemnify the DDA if the infringement of the patent of 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 Provision 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 sum or sums payable to him under the provisions of the clause.

CLAUSE 28

Action where no Specifications are specified

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

CLAUSE 29

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

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

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

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

permissible; and 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 there on whatsoever.

Provided that the DDA shall not be entitled to recover any sum over paid not the contractor shall be entitled to payment or any sum paid short where such payment has been agreed upon between the Project Manager 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 Project Manager or the Executive Engineer.

CLAUSE 29A

Lien in respect of claims in other Contracts

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

It is an agreed term of the contract that the sum of money so withheld or retained under the 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 what so ever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30

Employment of coal mining or controlled area labour not permissible

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

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

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-In-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to DDA a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

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

Explanation:- Controlled Area means the following areas:

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

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

CLAUSE 31

Unfiltered water supply

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

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

CLAUSE 31A

Departmental water supply, if available

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

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

CLAUSE 33

Return of surplus materials

DELETED

CLAUSE 34

Hire of Plant & Machinery

DELETED

CLAUSE 35

Condition relating to use of asphaltic materials

- (i) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the engineer-in-charge if any bitumen or tar remains unused on completion of work on account of less use of materials in actual execution for reason other than authorised changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the engineer-in-charge shall be made and materials returned to the contractors although the materials are hypothecated to Delhi Development Authority, the contractor undertakes the responsibility for the proper watch safe custody and protection against all risks the materials shall not be removed from site of work without the consent of the engineer-in-charge in writing.
- (ii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security' deposited relating to asphaltic work shall be refunded after this period

CLAUSE 36

Employment of Technical Staff and employees

Contractors Superintendence Supervision, Technical Staff & Employees

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

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

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

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s)

and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment 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, Labour cess & VAT or any other tax on materials & labour in respect of this contract shall be payable by the contractor and DDA shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red, bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like be comes payable by the Government of India and does not any time become payable by the contractor to the DDA Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 38

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

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

CLAUSE 39

Termination of Contract on death of contractor

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

CLAUSE 40

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

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

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

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

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

CLAUSE 42**Recovery of less Cement used, if any**

In case less cement is used in RMC/Machine Batched, Machine vibrated design mix concrete of specified grade other than specified in the items of work i.e. for M15-250kg, M20-310kg, M35-400kg and M40-400kg then the recovery shall be made at the rates as per justified rates adopted at the time of justification. However no extra payment shall be made on account of quantity of cement as specified in the items of work.

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 consequences 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 sites 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 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 if paid 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.

CLAUSE 44**Apprentices Act provisions to be complied with**

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

CLAUSE 45**Release of Security deposit after labour clearance**

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

6 GENERAL CONDITIONS OF CONTRACT

AMENDMENTS TO GENERAL CONDITIONS OF CONTRACT FOR DDA

Clause	Page	Para	Amendment
DDA6	5	14	The tender for the works shall remain open for acceptance for period of sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance whichever is earlier or makes any modification in the terms and conditions of the tender which are not acceptable to the department, than 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 re-tendering process of the work.
General Rules & Directio ns	9	10	<p>Applicable for item Rate Tender only (CPWD-8)</p> <p>- 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 figures(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.</p>

Clause	Page	Para	Amendment
1		(ii)	The performance guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall automatically stand converted into Security Deposit, making security deposit totaling to 10% of the tendered value of the work, which shall be released to the contractor, without any interest as per clause 17 (amended).
1A	16	New insertion Prior to Note-1	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.

Clause	Page	Para	Amendment
2			<p>"If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy writable under the law to the Department on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority Project Engineer (whose decision in writing specified in schedule 'F' shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.</p> <p>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.</p> <p>The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Department. In case, the contractor does not achieve a particular milestone mentioned in schedule-F, or the rescheduled milestone(s) in terms of Clause -5.4 the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay is subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p>

Clause	Page	Para	Amendment
5			<p style="text-align: center;">Time and Extension for delay</p> <p>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 the 15th Day or such time period as mentioned in letter of Award after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid DDA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee absolutely.</p> <p>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 Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon), complete the work as per milestones given in schedule F.</p> <p>If the works be delayed by:-</p> <p>Force majeure, or Abnormally bad weather, or Serious loss or damage by fire, or Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or Delay on the part of other contractors or tradesmen engaged by Engineer-in-charge in executing work not forming part of the contract, or Non-availability of stores, which are the responsibility of DDA to supply any other cause which, in the absolute discretion of the authority mentioned F is beyond the Contractor's control.</p>

			<p>Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.</p> <p>Request for rescheduling of milestones and extension of time, to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable indicates in such a request the period for which extension is desired.</p> <p>In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and rescheduling the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-charge and this shall be binding on the contractor</p>
6 Computerized Measurements of work done and contractor's bills	20	1	No change
	20	2	All measurement of the items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Books having pages of A-4 size as per the format of the department so that a complete record is obtained of all items of work performed under the contract.

Clause	Page	Para	Amendment
6 (cont.)	20	3	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. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.
	20	4	<p>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 computerised measurements, and submit to the department a computerised 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 the necessary certificates for their checks/test checks.</p> <p>The final, fair, computerised 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 computerised 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 register of computerised 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 computerised MBs for the purpose of reference and record by the various officers of the department.</p> <p>The contractor shall also submit to the department separately his comouterised Abstract of Cost and the</p>

			bills based on these measurements, duly bound and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerised record in the same way has done for the measurement book meant for measurements
6 (cont.)	20	5	The contractor shall, without extra charge, provide all assistants with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.
	20	6	No change
	20	7	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 measurements and shall not cover up and place beyond reach of measurement of any work without consent in writing of the Engineer-in-Charge or his authorized representative 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 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 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.
	20	8	Engineer-in-Charge or his authorized representative may cause either themselves or through another

			<p>officer of the department to check the measurements recorded by the contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p>
	20	9	<p>It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurements 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 materials 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.</p>

Clause	Page	Para	Amendment
7	21	1	<p>No payment shall be made for work estimated to cost Rs.20.000/- or less till after the whole of work shall have been completed and certificate of completion given. For works estimated to cost over Rs20.000/the interim or running account bill 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 the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F' in which case the interim bill shall be prepared on the appointed, date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by checking and/or test checking or causing to be checked, where necessary, the requisite measurements of the work. In the event of failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. 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 the 10th working day after the date of presentation of the bill by the contractor to the Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the department or dismantled materials, if any. In the case of works out side the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.</p>

Clause	Page	Para	Amendment
10 B		(ii)	<p>As per DGW/CON/228 dated 05-02-2007</p> <p>Mobilisation 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. In such a case, the contractor shall execute a Bank Guarantee Bond from a Schedule Bank as specified by the Engineer-in-Charge for the full amount of mobilisation advance before such advance is released. 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 his behalf. The second and the subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilisation of the earlier installment to the entire satisfaction of the Engineer-in-Charge.</p> <p>Provided always that provision of the Clause 10 B (ii) shall be applicable only when so provided In "Schedule-F".</p>
12			<p>Deviations/variations extent and pricing</p> <p>The Engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non- availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.</p> <p>The time for completion of the work shall, in the</p>

			<p>event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:-</p> <ol style="list-style-type: none"> 1. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus 2. 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-charge. <p>Deviations, Extra items and pricing</p> <p>In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.</p> <p>1. Deviations, Substituted items, pricing</p> <p>In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.</p> <p>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).</p> <p>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).</p>
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			<p>2. Deviations, Deviated Quantities, pricing</p> <p>In the case of contractor 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</p>
12.3			<p>“The provisions of the proceeding 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 any 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”.</p>
12.4			<p>The contractor shall send to the Engineer-in-charge once every three months an up-to-date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorise consideration of such claims on merits</p>
12.5			<p>For the purpose of operation of Schedule ‘F’ the following work shall be treated as works relating to foundation.</p> <p>i) For buildings, compound walls plinth level or 1.2 meters (4 feet) above</p>

			<p>ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.</p> <p>ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.</p> <p>iii) For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.</p> <p>iv) For Roads all items of excavation and filling including treatment of sub-base.</p>
12.6			Any operation incidental to or necessary for proper execution of the item included in the schedule of quantities or in the schedule of rates mentioned above irrespective of whether the same are 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
17	39	(i) & (ii)	<p>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 curve, fence enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of it 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 bituminous work within five years after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defects 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 may cause the same to be made good by other workmen and deduct the expense from any sums that may be due</p>

			<p>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 corresponding to Bituminous work shall be released in a phased manner as described under:-</p> <p>10% after two years of recording the completion certificate for the work by the competent authority.</p> <p>Another 15% after three years of recording the completion certificate for the work by the competent authority.</p> <p>Another 25% after four years of recording the completion certificate for the work by the competent authority.</p> <p>Balance 50% after five years of recording the completion certificate for the work by the competent authority.</p> <p>The security deposit corresponding to the works other than the Bituminous work shall be released after one year.</p>
35	54	(iii)	<p>The contractor shall be responsible for rectifying the defects relating to Bituminous work noticed within five years from the date of completion of the work and for other items noticed within one year from the date of completion of the work. The security deposit will be refunded as per the schedule given in amendment to Clause-17 of the General Condition of contract for central PWD Works-2005.</p>
36	54		<p>Contractors, Superintendence, Supervision, Technical Staff & Employees</p> <p>The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.</p> <p>The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work intimate in writing to the</p>

			<p>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 representative(s) to the Contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of "the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.</p> <p>All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative (s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/ themselves, as required, to the Engineer-in-Charge and/ or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/test checked measurements . The</p>
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			<p>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.</p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the Contractor, is convinced that no such technical representative(s) is are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified in Schedule "F" and the decision of the Engineer-in-Charge as recorded in the site order book and measurements recorded checked/ test checked in measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable 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.</p>
45 Release of Security deposit after labour clearance	58	1	<p>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</p>

			<p>date of completion, it will be deemed to have received the clearance certificate and the security deposit will be released, if otherwise due, in the manner as per clause 17 (amended).</p>
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7 SPECIAL CONDITIONS OF CONTRACT

In case of discrepancy between the nomenclature of items, specifications, and /or the drawings, the following order of precedence shall be followed. The relevant codes/specifications and other standards shall include corrections/amendments issued upto the last day of issue of tender.

7.1 Order of Precedence

1. Nomenclature of items including the scope of work as given in Schedule of Quantities
2. Particular Specifications
3. Special Conditions of Contract
4. Other provisions in the tender
5. Drawings attached with the tender
6. IRC codes (with all latest corrections upto the date of submission of tender)
7. MORTH specifications for Road & Bridge works (Fourth revision), published by IRC
8. CPWD specifications, (the latest edition) with up to date correction slips
9. All relevant BIS Codes with latest revisions
10. Manufacturer's Specifications
11. International standards and accepted international practices as approved by Engineer-in-Charge
12. Sound Engineering Practice as per directions of the Engineer-in-Charge.

If there are varying or conflicting provisions made in any document forming part of the contract, the Engineer-in-Charge shall be the deciding authority with regard to the intention/interpretation of the tender and his decision shall be binding without any reservations.

The contractor is not to vary or deviate from the drawings, specifications, stipulation, and conditions of tender document or instructions or execute any work of any kind what so ever unless so authorised by the Engineer-in-Charge in writing. If compliance with the Engineer-in-Charge's aforesaid order involves extra work, and/or expense beyond that involved in the execution of the contract work, then unless the same were issued in consequence of some breach of this contract on the part of the contractor(s), the latter shall be entitled to be paid the price of the said work to be valued as provided in this tender document.

7.2 Setting Out

All setting out activities concerning establishment of bench marks, total survey stations, centre line pillars for slip roads, Clover Leaves, RE Walls, etc. including all materials, tools, plants, equipments, Total Station, AutoLevels and all other instruments, labour etc. required for performing all the functions necessary and ancillary thereto at the commencement of the work, during the progress of the work and till the completion of the work shall be carried out by the contractor. After completion of survey work, the contractor shall submit the survey plan including details such as existing levels, existing buildings, trees, electric / telephone poles or

other services, existing landmark features, centreline and width of all existing roads, centreline of proposed road and any other details as asked for, The survey plan shall be got approved from Engineer- in -Charge before start of work

The contractor shall carry out true and proper setting out of the work under the supervision of authorised representatives of the Engineer-in-Charge and shall be responsible for the correctness of the positions, levels, dimensions and alignments of all parts of the Road and Clover Leaves. If at any time, during the progress of the work, any error appears or arises in the position, level, dimensions or alignment of any part of the work, the contractor on being asked to do so by the Engineer-in-charge, shall rectify such error to the entire satisfaction of the Engineer-in-Charge. The supervision and/or checking by the Engineer-in-Charge or his authorised representatives shall not relieve the contractor of his responsibility for the correctness of any setting out of any line or level. The contractor shall carefully protect and preserve all benchmarks, pegs and pillars provided for the setting out of works. All materials and workmanship shall conform to the relevant specifications mentioned in the tender documents.

The contractor shall provide & erect barricading abutting the panels with each other (without leaving any gap in between) as per Site Conditions without hindering the traffic as per direction of Engineer-in-Charge. All management (including watch and ward) of barricades shall be the full responsibility of the contractor. The barricades shall be removed only after completion of the work or part of the work as per direction of Engineer-in-Charge. The temporary warning lamps shall be installed at all barricades during the hours of darkness and kept lit at all times during these hours. Barricades shall have red and white bands of reflective Tape on their surface to make them visible at night. The payment shall not be made in any respect during execution of contract.

The contractor or any of his Project Manager, Deputy Project Manager and Project Engineer should always be available at the site of work to take instructions from departmental officers and ensure proper execution of work. No work should be done in the absence of such authorised representative.

The structural and other drawings for the work shall, at all times, be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect. No payment shall be made to the contractor for damage caused by rain, flood and other natural calamities whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.

It will be sole responsibility of the contractor to pay full royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal, shingle, earth, sand, bajri etc. collected by him for the execution of the work direct 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.

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 drawings and figured dimensions in preference to the measured ones. Special conditions shall be followed in preference to General Conditions/clauses of the contract. Particular specification shall be followed in preference to General specifications applicable to the contract.

The right to carry out the work either in conformity with or in a manner entirely different from the terms of this tender document that may be considered the most suitable before or subsequent to the receipt of tenders due to exigencies of work, is reserved with the Engineer-in-Charge.

The contractor shall be responsible for making a CPM / BAR CHART as per phases for all the activities related to the project and get it approved **within 15days** after issue of letter of acceptance and strictly adhere to the same for the timely completion of the project work.

On the basis of project scheduling (Microsoft Project Management Software/CPM), the contractor shall also indicate month- wise requirements of materials and other resources to be procured by him under the terms and conditions of the contract. The contractor shall suitably update, the above mentioned detailed programme month wise, keeping in view the actual progress of work vis-à-vis the original scheduling, if necessary. However, the total time specified is not to be exceeded. The job mix formula for the concrete works shall be got approved within one month from the date of start.

The approval of the above programme by the Engineer-in-Charge shall not absolve or relieve the contractor of any of his responsibilities to complete the whole of the works by the prescribed time or extended time, if any.

7.3 Progress of Work

Contractor shall give 4 copies of progress report of the work done during the previous month before the 7th Day of the next month. Such progress report will include:

1. Actual quantum of work done during the previous month with respect to the targets of the previous month.
2. Shortfall if any of the previous month and proposal to make up the shortfall.
3. Target of each item of work proposed to be executed during the month.
4. Important material consumed during the previous month and requirement of the next month.
5. Materials at site at the beginning of previous month procured and consumed during the month and balance at site at the end of the month.
6. Manpower and T&P deployed during the previous month requirement of the coming month
7. Photographs and video recording, as per clause of tender documents of Vol. I, of the important activities showing progress of the work in the month.
8. Updated Completion Programme in the form of Microsoft Project Management Software output or CPM output as decided by Engineer-in-Charge. The contractor shall give detailed programme for all construction activities.

7.4 Drawings to be kept at Site

Two complete sets of the drawings as approved by the department shall be kept by the contractor at the site and same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge and the representative of the Engineer-in-Charge and any other person authorised by the Engineer-in-Charge in writing.

7.5 Night Work

For completing the work in time, the contractor might be required to work in two or more shifts (including night work) and no claim whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and /or extra amounts for any other reason. None of the permanent works shall be carried out during night or on authorized public holidays without the permission in writing of the Engineer-in-charge except when the work is unavoidable or require continuity of operation beyond normal working hours, in which case the contractor shall intimate the Engineer-in-charge reasonably in advance for arranging supervision. The contractor shall arrange one inspection vehicle to enable Engineer-in-

Charge or his authorized representative(s) to attend site and inspect the execution of the work beyond normal working hours or on authorized public holidays. Nothing extra will be paid on this account.

7.6 Existing Services

Existing drains, pipes, electricity cables, overhead wires and telephone cables, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected/maintained against the damage by the contractor. 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. In case **temporary** shifting/supporting of such services is required to facilitate the work, the contractor at no extra cost shall do the same. The decision of the Engineer-in-Charge in this regard shall be final and binding.

All works pertaining to services including rerouting/diversion of services, routine testing, installation etc., completed in one or more than one process shall be subject to examination and approval to each stage thereof by the Engineer-in-charge or concerned department as would be notified by the Engineer-in-charge or his authorised representative when such stage is ready. In default of such notice the Engineer-in-Charge shall be entitled to appraise the quantity and extent thereof and the decision of Engineer-in-Charge or his authorised representative in this regard shall be final and binding.

For utilities which are required to be removed or **permanently shifted** to new position, in the opinion of the Engineer-in-charge, shall be removed/shifted by the contractor in consultation with the service provider agency. Payment for this shall be made as per terms and conditions of the contract. No claim for delay or otherwise due to above reasons shall be entertained on this account

No work shall be covered or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the contractor shall afford full opportunity for examination of such services before these are permanently installed or extended thereof as per site requirement.

The detailed programme of construction shall have specific reference to the quantum of shuttering/staging etc. to be deployed by him. In furnishing such details, the tenderer shall specify the type and quantum of such items available with him and type and quantum of such items to be purchased by him for the above mentioned work separately.

The Contractor is to submit detailed programme of work, with regard to all activities of the erection of staging, shuttering and form work, concreting (as the case may be), release of shuttering, methodology for the superstructure and sub structure of cloverleaf spill trough abutment, retaining wall or underground boxes etc., thereby to arrive at time required to complete the work in stipulated time and the total shuttering/staging to be deployed by the contractor on the job to satisfy the department of his arranging required shuttering/staging material to complete all items of the work (i.e. pile caps, piers, pier caps, superstructure, widening of roads, traffic management, utilities and services, safety kerbs, subway, cycle tracks, electrical provisions, and other such items) in a stipulated period of time.

The contractor shall make his own arrangement for the disposal of the spoils, waste of bentonite, all dismantled material, slush and foul materials, surplus earth to such place where the same shall not cause nuisance or any environmental problems anywhere and should be acceptable to the authorities concerned. No extra claim whatsoever shall be entertained due to above. The road connected to site should be kept nuisance or environmental problem free. For execution of any items of work where any incidental work such as bailing out water, shoring, etc. are actually required but not specifically stated in the tender, it is to be

understood that the rate quoted by the contractor shall cover such charges also and nothing extra on account of such incidental charges, if any, shall be paid.

The contractor shall make his own arrangement at his own cost for the provision of telephone facilities at the site of works or at any other place.

The contractor shall make his own arrangements for obtaining electric & water connection(s) if required and make necessary payment directly to department concerned. The department will however make all reasonable recommendations to the authority concerned in this regard. The contractor shall maintain in good condition all work till the completion of entire work allotted to him. The contractor is to be held responsible for and to make good all injuries, damages and repairs, rendered necessary by fire, rain, traffic, floods or other causes. Engineer-in-Charge shall not be held responsible for any claims for injuries to persons/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any one of his authorised representatives in his employment during the execution of the work. The compensation, if any, shall be paid directly to the department/authority/persons concerned, by the contractor at his own cost.

The contractor shall finalise the diversion plan of traffic for different stages of construction in consultation with the Engineer-in-Charge and submit the same to Delhi Traffic Police for approval. The contractor shall be responsible for obtaining the approval from Traffic Police for diversion of traffic. Any modification as suggested by the Traffic Police shall be carried out by the contractor without any extra cost to the department.

All arrangements for traffic diversion during construction including maintenance thereof shall be considered, as incidental to the work and contractor's responsibility and nothing extra shall be payable to him in this respect except for construction of diversion roads (only), as stipulated in the scope of work.

7.7 Safety, Health and Environment for contract labour and staff:

Over and above the provisions made in CPWD Safety Code (part of General Conditions of contract for CPWD works 2005) the following will also be applicable :

The contractor shall have to make his own arrangement for housing facilities for staff and labour away from construction site and shall have to transport the labour to and from between construction site and labour camp at his own cost. No labour huts will be allowed to be constructed at the project site except a few temporary sheds for chowkidars and storekeeper. The decision about how many huts can be allowed for chowkidars and storekeepers at project site shall rest with the Engineer- in-Charge and the contractor shall have no claim on this account.

The contractor shall be required to comply with the provisions of Delhi Labour Welfare Fund notified by the Delhi Govt. on 10.01.2002 as per which, if the contractor employs directly or through other persons, five or more than five persons on any working day during the preceding twelve months, owes a statutory obligation to deposit:-

1. Fines realised from employees
2. Unpaid accumulation
3. Contribution of employees @ 75 paise per employee per six months.
4. Contribution of employer @ Rs.2.25 per employee per six months.

As per provision of the above said act, all employees are covered, except managerial and supervisory staff drawing, as wages, Rs.2500/- per month or more, engaged in different establishment and if any employer fails to deposit the amount payable under the provisions

of the said act, penal interest would be charged @ 1% p.m. for first three months and thereafter penal interest would be charged @ 1.5 % p.m. and the arrears are recoverable as Arrears of “Land Revenue”.

In respect of all workmen 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 Indian Standard Safety codes shown in the **Annexure-B** (Vol. II) below and shall at his own expense provide for all facilities in connection there with as below. In case the contractor fails to make arrangement and provide necessary facilities, he shall be liable to pay compensations prescribed under clause of this tender document 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 on that behalf from the contractor, and no claims what so ever shall be entertained.

Details regarding some special provisions to be followed by contractor are as follows.

7.8 Personal Protection Equipment

Usage of quality Personal Protection Equipments (PPEs) through approved vendors. PPEs would include amongst others the following items:

1. Safety Helmets.
2. Hearing Protection.
3. Respiratory Protection.
4. Eye Protection.
5. Protective Gloves.
6. Safety Footwear.
7. High Visibility Clothing (Jacket) with approved Logo

All the items should be got approved before issued to the use in the work. Safety Jacket should have DDA Logo as per the size approved.

The contractor shall provide all the PPE (Personnel Protective Equipment) and safety appliances required to carry out the job to all the workmen deployed by the contractor and also ensure that his workmen use those PPE and safety appliances while on the job. The contractor shall not pay any cash amount in lieu of PPE to the workers/sub-contractors and expect them to buy and use during work. If the contractor fails to ensure provision of safety appliances and its workmen do not use the PPE and safety appliances as needed for safe working, the owner may ask the contractor to stop the work and comply with safety requirements first. The contractor shall at all time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the Employer during the inspections. Failing to do so shall invite appropriate compensations as per the provisions of clause It is always the duty of the contractor to provide required PPEs for all visitors. Towards this required quantity of PPEs shall be kept always at the security post.

7.9 Colour coding for helmets

(Every Helmet should have the LOGO* affixed /painted)

Safety Helmet Colour Code	Person to use
White	DDA staffs, All Designers, Architect, Consultants, etc.
Violet	Main Contractors (Engineers / Supervisors)

Blue	All Sub-contractors (Engineers / Supervisors)
Red	Electricians (Both Contractor and Sub-contractor)
Green	Safety Professionals (Both Contractor and Sub-contractor)
Orange	Security Guards / Traffic marshals
Yellow	All workmen
White (with “VISITOR” sticker)	Visitors

Note: LOGO*

- Logo shall have its outer dimension 2”X2” and shall be conspicuous
- Logo shall be either painted or affixed.
- No words shall come either on Top / Bottom of Logo.

7.10 Working At Height

Contractor shall ensure that work at height is properly planned for any emergencies and rescue appropriately supervised, and carried out in a manner, which is reasonably practicable safe. Contractor shall ensure that work at height is carried out only when the weather conditions do not jeopardize the health or safety of persons involved in the work. Guard-rail, Toe-board, Barrier or similar collective means of protection shall be of sufficient dimensions, of sufficient strength and rigidity for the purposes for which they are being used, and otherwise suitable.

Working Platform shall be of sufficient dimensions to permit the safe passage of persons and the safe use of any plant or materials required to be used and to provide a safe working area having regard to the work being carried out there. Possess a suitable surface and, in particular, be so constructed that the surface of the working platform has no gap through which a person, material or object could fall and injure a person. A working platform and any supporting structure shall not be loaded so as to give rise to a risk of collapse or to any deformation, which could affect its safe use. Strength and stability calculations for scaffolding shall be carried out by the contractor. The dimensions form and layout of scaffolding decks shall be appropriate to the nature of the work to be performed and suitable for the loads to be carried and permit work and passage in safety.

A personal fall protection system designed for use with an anchor shall be securely attached to at least one anchor, and each anchor and the means of attachment thereto shall be suitable and of sufficient strength and stability for the purpose of supporting any foreseeable loading. Suitable and sufficient steps shall be taken to prevent any person falling or slipping from a personal fall protection system. Any other steps in the opinion of engineer-in-charge suggested would also be taken in Protection system.

Only metal ladders shall be allowed. Any surface upon which a ladder rests shall be stable, firm, of sufficient strength and of suitable composition safely to support the ladder so that its rungs or steps remain horizontal, and any loading intended to be placed on it. A ladder shall be so positioned as to ensure its stability during use. A suspended ladder shall be attached in a secure manner and so that, with the exception of a flexible ladder, it cannot be displaced and swinging is prevented. No interlocking or extension ladder shall be used unless its sections are prevented from moving relative to each other while in use.

7.11 Lifting appliances and gears

The contractor shall maintain a register for record of examinations and test details of all lifting appliances. This register should also contain a system of identification of all tools and tackles, its date of purchase, safe working load etc. Contractors can utilise the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories with the permission of the Employer.

7.12 Automatic safe load indicators

Every lifting appliances and gears like cranes, hydras etc, if so constructed that the safe working load may be varied by raising or lowering of the jib or otherwise shall be attached with an automatic indicator of safe working loads approved by Bureau of Indian standards/ International certifying bodies which gives a warning to the operator and arrests further movements of the lifting parts.

7.13 Qualification of operator of lifting appliances and of signaller etc

The contractor shall not employ any person to drive or operate a lifting machine like crane, hydra etc whether driven by mechanical power or otherwise or to give signals to work as a operator of a rigger or derricks unless he is above twenty-one years of age and possesses a valid heavy transport vehicle driving licence as per Motor Vehicle Act and Rules are absolutely competent and reliable, possesses the knowledge of the inherent risks involved in the operation of lifting appliances by undergoing a formal training at any institution of national importance, is medically examined periodically.

7.14 Site Electrics

7.14.1 Electrician / Other Electrical Personnel

The contractor shall engage qualified and competent electricians and other electrical personnel while working on electrical lines (which may be High Tension, Medium Tension and Low-Tension electrical lines) for safe execution of contract. The electricians and other electrical personnel must possess requisite certificate issued from competent authority. Using exposed naked loose joints, inserting of bare wire into socket, improper grounding for appliances, exposed circuits on work place etc. shall not be permitted.

Rating of fuses and circuit breakers used for the protection of circuits should be co-ordinated. Flexible cords with a conductor cross sectional area smaller than 1.5 mm² should not be used. Socket outlets, Plugs and Cable coupler should be of the water splash proof type, so minimum IP 44 panel boards are required in construction sites. Overhead cabling should provide for a minimum ground clearance of at least 5.2 meters.

The contractor shall employ qualified, full-time Electricians / Electrical Supervisors to maintain his temporary electrical installation. Use approved perimeter markings to isolate restricted areas from designated work areas and entryways. Erect them before work begins and maintain them for the duration of work. Approved perimeter marking must be Install red barrier tape printed with the words "DANGER—HIGH VOLTAGE" approximately 1 to 1.5 meter above the floor or work surface or Install a barrier of yellow or orange synthetic rope 1 to 1.5 meter from the floor with standard danger signs. Any steps suggested by Engineer-in-charge should be complied with by the contractor.

7.15 Welding and Cutting

Gas cylinders in use should be kept upright on a custom-built stand or trolley fitted with a bracket to accommodate the hoses and equipment or otherwise secured. The metal cap should be kept in place to protect the valve when the cylinder is not connected for use. Non-return valve and Flashback arrester shall be fixed at both end of cylinder and torch. Domestic LPG cylinders shall not be used for Gas welding and Cutting purpose. DCP or CO₂ type Fire Extinguisher not less than 5 kg shall be fixed at or near to welding process zone in an easily accessible location. Fire Extinguisher should confirm to IS 2190: 1992. Welding grounds and returns should be securely attached to the work by cable lugs, by clamps in the case of stranded conductors, or by bolts for strip conductors. The ground cable will not be attached to equipment or existing installations or apparatus.

7.16 Fire prevention, protection and fighting system

The contractor shall provide, maintain and arrange for periodical checking of adequate numbers of fire extinguishers of appropriate type and other facilities (e.g. sand buckets, asbestos covering etc.) in fire prone areas. The contractor shall ensure at a construction site is provided with fire extinguishing equipment sufficient to extinguish any probable fire at construction site. An adequate water supply is provided at ample pressure as per national standard. All fire fighting equipment is properly maintained and inspected at regular intervals of not less than once in a year by a competent person and record of such inspection and testing is maintained. Fire Extinguisher should confirm to IS 2190: 1992.

7.17 Excavation

The contractor shall take all necessary measures during excavation to prevent the hazards of falling or sliding material or article from any bank or side of such excavation which is more than one and a half meter above his footing by providing adequate piling, shoring, bracing etc. against such bank or sides. An excavation reaching a depth of 1.2 meters (4 feet) or soil banks are greater than 1.5 meters (5 feet), suitable shoring shall be installed or the sides sloped back to a safe angle of repose. Adequate and suitable warning signs shall be put up at conspicuous places at the excavation work to prevent any persons or vehicles falling into the excavation trench. No worker should be allowed to work where he may be stuck or endangered by excavation machinery or collapse of excavations or trenches.

7.17.1 Traffic Management

The basic objective is to lay down procedures to be adopted by contractor to ensure the safe and efficient movement of traffic and also to ensure the safety of workmen at construction sites. All construction workers should be provided with high visibility jackets with reflective tapes. The guiding principles for safety in road construction zone are to

1. Warn the road user clearly and sufficiently in advance.
2. Provide safe and clearly marked lanes for guiding road users.
3. Provide safe and clearly marked buffer and work zones
4. Provide adequate measures that control driver behaviour through construction zones.

The channelising devices such as cones, traffic cylinders, yaps, drums are placed in or adjacent to the roadway to control the flow of traffic. All barricades should be erected as per the requirements of the employer, numbered, painted and maintained in good condition and also Barricade in-charge maintains a barricade register in site. Minimum one red light or red light blinker should be placed at the top of each barricade. The contractor shall ensure that all his construction vehicles plying on public roads (like dump trucks, trailers, etc.) have proper license to ply on public roads from the State Transport Authority. Drivers holding proper valid license as per the requirements of Motor Vehicles Act shall drive these vehicles.

The contractor shall not undertake loading and unloading at carriageways obstructing the free flow of vehicular traffic and encroachment of existing roads by the contractor applying the excuse of work execution, shall also not be permitted.

7.17.2 Waste

The contractor is required to develop Waste Management Programme (WMP) during the construction of the project for his works, which may include Identification of disposal sites Identification of quantities to be excavated and disposed off, Identification of split between waste and inert material, Identification of amounts intended to be stored temporarily on site location of such storage, Identification of intended transport means and route, Obtaining permission, where required, for disposal.

Such a mechanism is intended to ensure that the designation of areas for the segregation and temporary storage of reusable and recyclable materials is incorporate into the WMP. The WMP should be prepared and submitted to the Engineer for approval.

The Contractor shall remove waste in a timely manner and disposed off at landfill sites after obtaining approval of Conservancy and Sanitation Engineering Department of Municipal Corporation of Delhi for its disposal. Burning of wastes is prohibited. The Contractor shall not burn debris or vegetation or construction waste on the site. The Contractor shall make arrangement to dispose of metal scrap and other saleable waste to authorized dealer and make available to the Employer on request, records of such sales.

7.18 Housekeeping

Contractor shall ensure that a high degree of house keeping is maintained and shall ensure the following;

All surplus earth and debris are removed/disposed off from the working areas to identified locations(s). Unused/surplus cables, steel items and steel scrap lying scattered at different places within the working areas are removed to identify locations. All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location. Roads shall be kept clear and materials like pipes, steel, sand boulders, concrete, chips and brick etc. shall not be allowed on the roads to obstruct free movement of men & machinery's.

Fabricated steel structural, pipes & piping materials shall be stacked properly for erection. Water logging on roads and construction site shall not be allowed. No parking of trucks/trolleys, cranes and trailers etc. shall be allowed on roads, which may obstruct the traffic movement. Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas. General House keeping shall be carried out by the contractor and ensured at all times at Work Site, Construction Depot, Batching Plant, Labour Camp, Stores and Offices. The contractor shall ensure a clean, hygienic and safe work place at all times by requiring workers to clean their work place after completion of their job.

Proper and safe stacking of material is of paramount importance at yards, stores and such locations where material would be unloaded for future use. The storage area shall be well laid out with easy access and material stored / stacked in an orderly and safe manner. Full height fence, barriers, barricades etc. shall be erected around the site in order to prevent the surrounding area from excavated soil, rubbish etc, which may cause inconvenience to and endanger the public.

The barricades, especially those exposed to public shall be aesthetically maintained by regular cleaning and painting as directed by the Employer. These shall be maintained in one line and level. The Contractor shall ensure that all his sub-contractors maintain the site

reasonably clean through provisions related to house keeping. The Contractor shall make available toilet facilities for male and female workers if any, at site, so that the site surroundings are not sullied. The contractor shall hygienically maintain such facilities at all times. In case of non-compliance of any of above, the Employer shall get it removed all unwanted materials at the risk and cost of the contractor.

The contractor has to ensure upkeep of the roads and footpaths by deploying man power for the same. The contractor shall have to ensure proper brooming, cleaning and washing of roads and footpaths at all the times through the entire stretch till the currency of contract including disposal of sweepage. Nothing extra shall be payable on the account.

Engineer-in-Charge shall have full powers to send workmen and employee on the premises to execute fittings and other work not included in the contract. For whole operations the contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of work included in this contract.

The contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors, piece workers or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose the operations of the other contractor's, piece workers, or of the Engineer-in-Charge. Contractor shall arrange his work with that of the others in an acceptable manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge.

The contractor shall assume all liability, financial or otherwise in connection with his contract and shall protect his work and save Engineer-in-charge from any damages and claims that may arise till certified completion of work.

7.19 Compliance of Laws

The contractor shall keep himself fully informed of all acts and laws of the Central and state Government (i.e. National Capital Territory of Delhi) all local bye laws, ordinances, rules and regulations and all orders and decree of bodies or, tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the works. Contractor shall at all times, observe and comply with all such laws, ordinances, rules, regulations, orders and decrees, and shall give all notices and pay out of his own money any fees or charges to which he may be liable. He shall protect and indemnify the Deptt. and its officers and employees against any claim or liability arising out of violations of any such law, ordinances, legislations, order or decree, whether by himself or by his employees & authorised representatives

7.20 Prevention of Nuisance and Pollution

The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties, roads and any pollution of streams, environment and waterways. He shall make good at his own cost and to the satisfaction of the Engineer-in-charge, any damage to roads, paths, drainage works or public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be cleaned away by the contractor without any reservations entirely to the satisfaction of the Engineer-in-charge at no extra cost.

7.21 No Waiving of Legal Rights and Powers

The Engineer-in-Charge shall not be precluded or stopped from taking any measurements, and framing of estimates or detaining any certificates 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 and materials furnished by the contractor and from showing that any such measurements, estimates or certificates untrue or incorrectly made and that Engineer-in-charge shall not be precluded or stopped from recovering from the contractor such damages as it may be sustained by reasons of his failure to comply with the terms and conditions of the contract.

Neither the acceptance by the Engineer-in-Charge nor any payment for acceptance of the whole or any part of the work nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as a waiver of any portion of the contract or any power here in reserved or of any risk to damage. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

The contractor shall provide and bear all expense and charges for special or temporary service roads required by him in connections with access to the site (except for the purposes of diversion of traffic as directed by the Engineer-in-Charge), at no extra charges and his percentage rate or tendered cost shall deem to include the same. He shall alter, adopt or maintain the same as required from time to time or as directed by the Engineer-in-Charge. The Department (DDA) shall have right of way to this at all times and will not entitle the contractor to claim extra on this account.

In case of Plant & Equipments the advance mentioned as per format at Annexure-E (Vol. II) may be granted to the contractor on production of non refundable bank guarantee in the standard form along with prescribed affidavit form.

Any of the items mentioned in SOQ may or may not be operated. The engineer-in-Charge has the option to with draw the item if not needed.

The contractor shall take into account the element of wastage/wastages those are likely to be there in all elements of the work and quote his price, taking that into account. The contractor shall study the drawings enclosed with the tender documents, from the point of view of wastage/wastages, which are likely to take place. It is hereby clarified that minimum number of laps in reinforcement bars, duly staggered, shall be provided and no claim for any wastage shall be entertained.

The contractor shall be responsible for submission of 10 sets of completion plans/drawings (all drawings), incorporating, and all changes/modifications that might have taken place during the execution.

The contractor shall maintain temporary/permanent benchmarks at the site of work after carrying out the initial lay out. The Engineer-in-Charge or his authorised representative shall check these benchmarks. The work at different stages shall be checked with reference to permanent benchmarks maintained for said purpose. Nothing extra shall be paid for the above and cost of lay out at all stages including construction/ maintenance of said bench marks shall be deemed to be included in quoted rates.

The contractor shall ensure all safety/protection measures required for deep excavation in accordance with standards approved by Engineer-in-Charge to protect the adjacent buildings and to keep the high intensity road traffic in operation on all the roads in accordance with the requirements of traffic police and any other authority which has jurisdiction over the area. The contractor shall protect the mock-ups erected during construction. The mock-ups will become part of landscaping works. In the case of any loss/damage of any kind, responsibilities of such loss/damage shall be that of the contractor.

The drawings listed in the tender documents and placed in volume III of the tender documents are indicative. The execution drawings may undergo changes. The drawings enclosed with

the tender documents explain the concept and the complexity involved in the project. It is made clear that changes made in the execution drawings due to technical reasons in the opinion of Engineer-in-Charge shall be incorporated in the work within the quoted rate and nothing extra shall be payable for such changes.

7.22 Plant and Equipment

The contractor shall have to make his own arrangements for all required Tools and Plants. All constructional tools, plant and machinery's provided by the contractor shall, when brought on to the site, be deemed to be exclusively intended for the construction and completion of the works and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another), without the consent in writing of the Engineer-in-Charge which shall not be unreasonably withheld. In case any T&P becomes out of order, contractor will arrange its restoration, replacement or any other arrangement so that the progress of work is not affected. Contractor should also make provisions for standby T & P for all-important activities during execution.

7.23 Quality System for the Project

For the purpose of quality assurance, this project is to be treated as ' High Assurance level/class', i.e. class Q4 as per IRC:47. The tenderer whose tender is considered for award will submit a brief Quality Assurance Plan including typical method statements and formats of documents to clearly indicate the methodology he proposes to follow for achieving this level of extra high quality assurance level. The Contractor shall be required to establish a full-fledged site laboratory in good working condition and housing at least the equipment indicated in Annexure - D within 30 days from the date of start. The testing shall be done as per Annexure-C.

Immediately after the award of the work (within 45 days), the successful tenderer shall submit his detailed quality assurance plan/quality assurance manual with detailed method statements/detailed proforma commensurate with the specifications of the work and get it approved by the department. The quoted rate of the tenderer should include all these aspects of extra high-level quality assurance system.

7.24 Third Party Quality Control

In order to achieve a high standard of quality, it shall be required to go for Third Party Quality Control. For this purpose, a separate agency shall be appointed by the owner who will carry out independent testing of materials and checking and ensuring over all quality procedures. The contractor shall be required to fully co-operate with agency and facilitate them in taking samples, transportation and examination of various activities including documentation at no extra time and cost to the owner. In case of any adverse findings by the agency, the contractor shall do the needful rectification at no extra time and cost to the owner. The Engineer-in-charge shall be at liberty for getting quality assurance work done through agencies like CRRI, IIT Roorkee, Delhi College of Engineering and IIT, Delhi (any one agency as approved by PM, Flyover) at its own cost. The successful tenderer shall include the provisions mentioned below while framing the proposed methodology for tests.

At least 25% testing of materials as mentioned in Annexure-C shall be got done by DDA from external approved laboratories as mentioned in Annexure-D1. However, for the tests to be carried out by the external laboratories, the contractor shall supply free of charge all the materials required for testing, including transportation. All the testing charges shall be borne by the Contractor.

The representatives of DDA Lab shall be at liberty to inspect the testing facilities at site and conduct testing at random in consultation with Engineer-in-Charge. The contractor shall

provide all necessary facilities for the purpose. No extra claims whatsoever on this account shall be admissible.

The contractor shall issue identity cards to its labourers and supply the list of names of all labourers engaged at the site along with their home addresses to the local police station. Failure to do so may result in suspension of work by the authority.

7.25 Condition regarding change in grade of concrete mix

In case the Engineer-in-Charge decides (in writing) to change the grade of concrete mix in any of the items of schedule of quantity, then the rate of such quantity of that item as is executed with the changed grade of concrete mix, shall be determined as under:

The design mix for the changed grade of concrete mix shall be worked out keeping the other parameters unchanged, the difference of quantum of cement as required for the change would be evaluated at the prevailing market rate for which the contractor will produce the paid vouchers & the cost so worked out would be paid without any overheads.

The tendered rates for all items of work, unless specified otherwise, shall include the cost of all operations, labour, materials, de-watering and other inputs involved in the execution of the items.

Unless otherwise specified in the Schedule of Quantities, the rates for all items of work shall be considered as inclusive of working in or under water and/or liquid mud and/or foul conditions including pumping or bailing out liquid mud or water accumulated in excavations during the progress of the work from springs, tidal or river seepage, rain, broken water mains or drains and seepage from subsoil aquifer. The rates tendered by the contractor shall be all inclusive and shall apply to all heights, depths, leads and lifts

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 Delhi Development Authority and same are not to be removed or taken away by the contractor or any other person without the special license and consent in writing of the Engineer-in-Charge, but the Delhi Development Authority 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.

No claim for idle establishment & labour, machinery & equipments tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.

Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth, if required, shall have to be done by the contractor at his own cost.

Other agencies working at site may also simultaneously execute the works entrusted to them and to facilitate their working, the contractor shall make necessary provisions e.g. holes, openings, etc. for laying/burying pipes, cables, conduits, clamps, hooks etc. as may be required from time to time.

The work shall be carried out in such a manner so as not to interfere and disturb other works being executed by other agencies, if any.

Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost

The work shall be carried out in the manner complying, in all respects with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.

On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work accordingly.

The contractor shall have to mention the details of Hot Mix Plant from where he intends to bring the bituminous mix. The plant including all material to be used in the bituminous mix shall be open to inspection by Engineer-in-Charge or his authorised representative, whenever required.

Nothing extra shall be paid for cartage of any material to the site of work.

The contractor must take adequate precaution to ensure that no spillage of construction material takes place on to the carriageway. Failure to observe this will make the contractor liable to pay compensation as per clause The decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.

7.26 Activity Wise Slippage And Levy of Compensation

Without prejudice to any other conditions and table of milestones including clause 1, 2 and 3 of General Condition of Contract 2005, in order to achieve timely completion of the project without slippage over various activities, following compensation as given in table below on various items may be levied.

All these compensations are independently and simultaneously leviable subject to a maximum as specified in clause 2 of General Condition of Contract 2005. The decision of Engineer-in-Charge in this regard shall be final and binding. The amount shall be deducted from contractor running bills.

TABLE 7-1 : TABLE FOR LEVY OF COMPENSATION

Name of activity	Target for completing activity	Levy of Compensation in case of failure (Rs.)
Lab establishment as per Annexure-D of tender	Within 40 days from date of award	Rs 2000/- per day after 40 days
T&P mobilization as per list given in Clause 8.4.1 of tender, (at least one equipment)	All from date of award	
Piling Rig	Within 30 days of award	Rs. 7500 per Day after 30 Days
Vibratory Rollers	Within 45 Days of award	Rs. 1500 per Day after 45 days
Bar bending and cutting machine	Within 45 Days of award	RS.2000 per day after 45 Days

Testing and approval of materials Cement, aggregates, steel, flyash, admixture etc. Geogrid/GI strip, Geotextile, WMM, GSB,PMB etc.	Within 45 days Within 90 days all from date of award	Rs 1000/- per day after 45 days Rs 1000/- per day after 90 days
Pile testing for initial vertical load	Within 45 days from date of award	Rs 5000/- per day after 45 days
Mobilisation of Shuttering as per Specifications	All from date of award	
1. Shuttering for piers with all accessories	Within 60 Days	RS 3000/- per day after 60 Days
2. Superstructure		
2.1 For spans	Within 75 days	Rs 3000/- per day after 75 Days
2.2 For Crash barrier	Within 75 Days	Rs 3000/- per day after 75 days
Safety equipments, Health and Environmental issues	Within 30 days from date of award	Rs 200/- per day per person for violations after 30 days for Personal Protection Equipments (PPE) like Helmets, Safety Belts, Boots etc. as mentioned in Cl. 3.30a Rs. 2000/- per single violation for failing to observe electrical safety items like using exposed naked loose joints, inserting of bare wire into socket, improper grounding for appliances, exposed circuits on work place etc. Rs. 1000/- per instance for using bamboo ladders, missing of ladder rungs, absence of handrail in scaffolds and ladders. Rs 10,000/- per single violation for cranes and hoist for not indicating maximum safe load.
Submission of Documents	Within 30 days of particular	Rs 5000/- per day for first

as per clause 3.15 & 5.2.1 relating to videos recording and progress report.	fortnight	instance and Rs 10,000/- subsequently
Spillage of Construction material on the carriageway		@Rs 100/- per day per metre length of each carriage way every instance
Cleaning of site and project area at regular intervals	Within 45 days from the date of award and every fortnightly thereafter till project completion	@ Rs. 50/- per Sqm. per day after lapse of each period
Providing and maintaining barricading for the project site/area	Within 21 days from the award of work	@ Rs. 100/- per Sqm. per day after 21 days
Cleaning of barricades and boards	Within 45 days from the award of work and every month thereafter till project completion	@ Rs. 5/- per Sqm. per day after lapse of each period
Repainting of barricades and boards	Every six months till project completion	@ Rs. 100/- per Sqm. per day after lapse of each period

7.27 Others Miscellaneous Conditions

Any of the items mentioned in **SOQ** may or may not be operated. The Engineer-in-Charge has the option to with draw the items if not needed.

8 DETAILS REQUIRED TO BE SUBMITTED BY TENDERER

The tenderers along with the tender shall submit the following details:

1. Earnest money of requisite amount in proper form.
2. The tenderer should authenticate all the pages and drawings attached with the tender.

The tenderer shall furnish an undertaking that he has acquainted himself, in consultation with Engineer-in-charge, with the overall scope of work, structural schemes, related construction technique/sequences of construction etc. based on which tender documents have been finalised, and he has acquired first hand knowledge in this respect.

8.1 Construction Methodology

The tenderer shall furnish the detailed construction methodology and construction sequence proposed to be adopted for the superstructure and sub structure of the Clover Leaves, ramps and slip roads, drainage, footpaths, etc. covering full scope of work. The construction methodology shall be prepared considering the site constraints like heavy traffic volume on Vikas Marg, cross traffic on Road No. 57 and traffic entering from the road on disused canal.

Following site constraints shall be taken note of during construction activities.

1. The existing flyover along Road No. 57 and its foundation, RE wall etc.
2. Substructure and foundation of DMRC line in the project area.
3. Existing Water Pipe line
4. Existing Gas Pipe line

The construction methodology shall be prepared considering the site constraints and have to ensure the following:

1. Safety of adjacent and overhead structures during and after the construction.
2. To cause least inconvenience to the traffic during construction.
3. Least environmental pollution during the construction.
4. Safety of protected monuments and green graves in graveyard area.

The contractor is expected to start the work at 3-4 locations so as to complete the work within given time schedule. Therefore the setting out of the work and alignment are to be fixed meticulously and permanent reference/bench marks shall require to be established at suitable interval well in advance for constant monitoring.

The bidders shall submit their construction sequencing/phasing cum traffic diversion scheme. The department will consider bidder's proposal and the same may be incorporated in construction phasing to the extent agreed by the department and traffic police.

8.2 Activity Chart

The stipulated period of completion is **15 months**. The bidders have to submit their construction schedule not exceeding the stipulated period in the form of Microsoft Project Management Software/ Primavera, duly related with the construction phasing. The contractor has to submit monthly program and progress report.

A mile stone chart covering start and completion of following activities shall be submitted along with the Tender:

1. Mobilisation
2. Setting up of contractor's compound etc.
3. Finalisation of concrete Design mix
4. Making and testing initial vertical load test pile
5. Layout of alignment and levelling for setting of work.
6. Pier construction
7. Procurement and Installation of Bearings.
8. Casting of superstructure
9. Casting of crash barrier
10. Reinforced Soil wall including road work
11. Procurement and Installation Expansion Joints
12. Other remaining items like railings, utilities etc.
13. Landscaping and Horticulture
14. Finishing works and handing over the site.

8.3 Construction Schedule

The stipulated period of completion is 15 months duration from stipulated date of start of the contract.

The tenderers shall submit their Detailed Construction Programme in the form of Microsoft Project Management Software output/CPM output, not exceeding the stipulated completion period.

The Project Manager (Flyover), Delhi Development Authority or equivalent officer-in-charge of the work is the competent authority to accept any modifications in the milestones and construction phasing, based on technical merits, site conditions and hindrances, if any.

8.4 Material Procurement Schedule

Commensurate with the proposed overall construction plan, the bidder shall prepare and submit a material procurement schedule. This schedule shall include a list of material including complete shuttering for one module to be cast in one operation as per methodology of construction shown in tender drawing, shuttering/staging including all accessories and couplers with total estimated quantities and their procurement plan on a time scale. Where phased procurement of any material is envisaged, the bidder shall also furnish the details of quantities in each phase and the timing of delivery at site.

The major/important materials for which the material procurement schedule is required to be submitted include:

- Cement
- Aggregate: (Coarse and Fine)
- Steel Reinforcement
- Bearings.
- Expansion Joints
- Earth for Embankment Fill
- Staging and shuttering material
- Reinforced soil wall materials
- Bitumen and Polymer Modified Bitumen
- Drainage Pipes and Splashes / Spradis
- PVC coated MS footsteps in drain
- Prestressing steel and accessories
- Structural Steel

8.4.1 Plants and Equipments

The contractor has to arrange a minimum number of following major plants and equipment in good working condition required for execution of work at appropriate time. The penalties for non-mobilisation shall be applicable as per relevant clause in special conditions of contract.

Table 8-1 Plants and Equipment

S.No.	Equipment	Capacity (Minimum)	Numbers (Minimum)
1	Fully automatic computerised concrete batching and mixing plant as per the specifications with print outs of admixture, concrete batching and other items.	30 cum/hr	1
2	Fully automatic computerised concrete batching and mixing plant as per the specifications with print outs of admixture, concrete batching and other items.	15 cum/hr	1
3	Transit mixers	6 cum	6
4	Concrete pumps (One stationery and one Placer boom)	30 cum/hour	2
5	Vibratory Rollers (Front drum)	8-10 tonnes	2
6	Integrated Piling rig (Hydraulic operated rotary type for bored cast-in-situ piles, vertical and raker)		3
7	Tippers & dumpers		12
8	Poclain (excavator)	60cum/hr	1
9	Dozer	160hp	2
10	JCB		2
11	Crane	<ul style="list-style-type: none"> • 60 ton • 40 ton • 20 ton 	1 2 2
12	Crane	10 ton	1
13	Dewatering pumps	15 & 20 hp	2
14	Slip form Paver for laying PQC	Full Width– 9m	1
15	Motor grader		1
16	Water tanker with sprinkler	5000 lts	2
17	Bar bending and bar cutting machine		2
18	Core Cutting Machine		1
19	Welding machines		4
20	Painting equipments		1
21	Hydraulic Excavator of 1 cum bucket	60 cum/hour	1
22	Smooth Wheel Roller	70 cum/hour	1

23	Rotavator	25 cum/hour	1
24	Ripper	60 cum/hour	1
25	Air Compressor	170 cfm	2
26	Complete hardware units for pre-stressing system (including hydraulic jacks and pumps), Grout pumps, work by specialist agency		2
27	Bitumen Pressure Distributor	1750 sqm/hour	1
28	Emulsion Pressure Distributor	1750 sqm/hour	1
29	Fully computerised Hotmix Plant		1
30	Fully Computerised Paver Finisher Hydrostatic with sensor control 100 TPH	40 cum/hour	1

The above list of plants and equipment is not exhaustive and the actual requirement may be more. The contractor shall also submit the list of other plants and equipment (indicating the number and capacity) such as Trucks, Compressors, Generators, Water Pumps, and gas cutters etc. proposed to be used during the execution of the work. If the contractor wishes to use lesser number of equipments, he should justify it by giving detailed programme to complete the work within the stipulated time. However this shall not relieve the contractor of his responsibilities to complete the work within the stipulated time.

The details in respect of the above mentioned equipments shall be supplied by the tenderer in the under mentioned proforma :

S.no	Equipment Name	No. of units to be deployed for the work	Are these equipment available within the agency	If ans. To 4 is yes then its capacity	Location where presently installed	Number capacity and make of equip. to be newly purchased / hired
1	2	3	4	5	6	7

All constructional tools, plants and machineries provided by the contractor shall when brought on to the site, be deemed to be exclusively intended for the construction and completion of the works and the contractor shall not remove the same or any part thereof from the construction site, without the consent in writing of the Engineer-in-charge. All T&P and machinery including form work mobilized by the contractor for execution of this work shall remain his property and shall be demobilized and taken away from the site after completion of said work. All machinery and equipments brought for the work shall be in good working condition with average age not more than 5 years.

8.5 Contractor's Organisation for the Project

The bidder will furnish their organisation set up along with the list and bio data of persons to be deployed at various levels and for various items of work. The contractor shall supply information on experience and qualification of the key person and an alternate for each position, both of whom should meet the following minimum experience requirements:

Position	Qualification & Total Experience (Years)	Experience In similar works ** (Years)	Minimum Nos. to be deputed to this work	Remarks
Project Manager	BE (Civil) 15 to 18 years	6	1	Should have completed minimum one major bridge/viaduct/flyover at site, as Project Manager
Dy Project Manager	BE (Civil) 12 to 15 Years	5	1	Should have relevant experience in bridge design and construction. He will check and counter sign all the submittals to be made by the Contractor from point of view of design aspects and construction
Project Engineers or equivalent	BE (Civil) 6 to 8 OR Diploma (Civil) 8-12	3 Or 5	2	For on site supervision of various items of work and co-ordination with dept. site engineers
Quality Engineer	BE (civil) 8 to 10 years	5	1	Should have been in-charge of Batching plants, laboratory for testing of materials for a major bridge/flyover project
Surveyor	Min. Diploma 8 to 10 years	3	1	Should have relevant experience in surveying using Total station and Autocad & MS Excel
Project planning engineer /billing engineer	BE (civil) 6-8 years experience as planning engineer	3	1	Should have relevant experience in Project planning, estimation, resource planning, billing, MIS etc. He will prepare computerised schedules/plans, progress reports, bills for submission to the department.

** Similar works means pre-stressed I-girder and box girder Bridges or Flyovers with vertical and raker piles and RE wall approaches. The Engineer from either of these fields must be deputed as per nature of work assigned to them at site. The broad details of subordinating supervisory staff, mechanics/electricians, welders, masons, machine/crane operators, accounts and administration staff etc. shall also be submitted.

If during the course of execution, the Engineer-in-charge is of the opinion that the deployed staff is not sufficient or not well experienced, the contractor may be asked to deploy more staff or better experienced staff at site to complete the work in stipulated time.

8.6 Other Details

The contractor shall also submit the following in addition to requirements stated earlier:
Details of site laboratory including list of equipments, relevant Indian and International codes and standards.

The contractor shall arrange for complete shuttering and staging for the superstructure, piers etc for full length.

A statement showing the works in hand, their particulars in respect of cost owner and dates of start and expected dates of completion.

A monthly cash flow requirement diagram indicating requirements of anticipated payment for constructions activity, advance for materials, and other items for executing the work in given time period.

Details and type of soil reinforcement (geogrids or galvanised steel strips) in reinforced soil approach embankment along with the name of the manufacturer.

The contractor shall also submit the details of shuttering/staging material proposed to be arranged by/acquired/manufactured by him for completion of the work in stipulated time. To satisfy this requirement, the contractor is required to specify the details with reference to his overall program of work.

A monthly statement showing the number of workmen of different trades and skills to be deployed during the entire period of execution.

9 SCHEDULE OF QUANTITIES