

**DELHI DEVELOPMENT AUTHORITY**  
**PRESS TENDER NOTICE**

Press Notice/NIT No 5 /EE(P)/CWG CC-2/DDA/O9-10

Sealed Item rate tenders are invited for the following work by the Executive Engineer CGD-5, DDA, CWG upto 3.00 PM on 22.12.09 on behalf of DDA from the approved Contractors of appropriate class of DDA, C.P.W.D., P & T, MES & Railways which shall be opened on the same day at 3.30 PM at VIKAS SADAN, INA, DDA OFFICE, New Delhi-110023.. in the presence of intending purchaser or their authorised representative.

The tender documents can be obtained on any working day from the office of Executive Engineer CGD-5 between 11.00 A.M. to 4.00 P.M. on payment of Rs. 1000/- + 4% D-VAT (Rs. 1040/-) for the cost of tender (non-refundable) on production of valid enlistment Certificate. Sale of tender forms will be stopped four days (including the date of opening) before the date fixed for the opening of tender documents. i.e. on 18.12.09

The manner of submission of Tender, opening of the same and entry of Contractor or their authorised representative, the place of opening shall be as provided in clause 3(a), (b) and (c) of PWD-6 forming part of the tender documents.

S.N o.	Name of Work	Estt. Cost	Earnest Money	Cost of Tender	Time Allowed
1.	Name of work : Refurbishment of training venues for Aquatics, Badminton, Squash and Tennis at Siri Fort Sports Complex and Badminton Training venue at Saket Sports Complex for Commonwealth Games- 2010.  SH: C/o Approach Road to Indoor Badminton Hall at Saket Sports Complex	Rs. 20,06,717/-	Rs. 40,134/-	Rs. <del>1040/-</del> 520/- C4	2 Months (Two Months)

**2. Earnest Money**

The tender shall be accompanied with earnest money 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 favour of Sr.A.O (CAU) Commonwealth Games Zone. DDA 50% of the earnest money or Rs. 20 ( Twenty) Lacs, whichever is less. shall be in the form prescribed above and balance can be accepted in the form of Bank Guarantee issued by a scheduled bank.

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3. Eligibility Criteria:

1. (a) ~~The tenders shall be issued to DDA & CPWD enlisted contractors as per their enlistment. The tenders shall also be issued to non-DDA, non-CPWD contractors provided they have satisfactorily completed three similar nature of works, each of value not less than 40% of the estimated cost in the last 5 years.~~ D1
- (b) Should have a valid certificate of Registration under Delhi Value added tax act 2004 with works contract cell of sales tax / D-VAT department of GNCTD. The Tax Clearance Certificate issued by the said cell before the tender paper can be old to him.


Note : Please visit DDA's web site at [www.dda.org.in](http://www.dda.org.in)

No- F21622 CAD5/DDA/09-10/764

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9/12/09

Copy to:-

1. Chief Engineer (CWG), DDA
2. Suptdg. Engineer, CC-2 (CWG) DDA
3. Director (System), DDA for posting the same on DDA Website along with soft copy
4. Director (Sports) DDA, Vikas Sadan New Delhi
5. Sr. A.O. (CAU) CWGO-2010 DDA New Delhi
6. F.O to C.E. (CWG) DDA.
7. DDA contractors Association (Refd.) 40-A E-18, Vikas Kuteer, New Delhi.
8. DDA Contractors's Welfare Association, Block-A, Vikas Kuteer, New Delhi-110001
9. Secy CPWD Contractor's Association T-Shape Building, I.P. Estate New Delhi.
10. Delhi Contractor's And Builder's Association (Regd.) 5203, Prem Raj Bhawan, New Chandrawal, Ch. Bhim Singh Road, New Delhi.
11. Delhi Contractors and builders Association (Regd.) 2618, Gali Dharamshala wali Kali masjed Turkman Gate, Delhi.
12. Trans Yamuna, DDA Contractors Association (Regd.) 11-12 Vir Sawarkar Market (Budh Bazar) Ganhi Nagar, Delhi-110001.
13. The labour Commissioner, 15 Rajpur Road New Delhi.
14. the Income tax officer, (Contractor Circle), ITO, New Delhi-110001.
15. All Executive Engineer, DDA.
16. All A.E's, AE(P) & Head Clerk, CGD-5 DDA
17. Tender Clerk, Tendering Office, Vikas Sadan and CAU (CWG)-2010.
18. Notice Board.

  
Issued by \_\_\_\_\_  
Circulation \_\_\_\_\_  
Lib. \_\_\_\_\_  
No. 5

**DELHI DEVELOPMENT AUTHORITY**  
**NOTICE INVITING TENDERS**

**DIVISION:** CGD-5

Sealed item rate tenders in the prescribed form are hereby invited on behalf of the Delhi Development Authority from the approved contract of appropriate class of DDA/ CPWD / P & T/ MES / Railways for the work:-

Name of Work	:	Refurbishment of training venues for Aquatics, Badminton, Squash and Tennis at Siri Fort Sports Complex and Badminton Training venue at Saket Sports Complex for Commonwealth Games-2010.
SH	:	SH: C/o Approach Road to Indoor Badminton Hall at Saket Sports Complex
Estimated Cost	:	Rs 20,06,717/-

2. Contract document consisting of the detailed plans complete specification, the schedule of quantities of the various items of work to be done and a set of conditions of contract can be seen /purchased from the office of **Executive Engineer, CGD-5, DDA SIRI FORT ROAD NEW DELHI,** between 11.00 A.M. to 4.00 P.M. on payment of Rs. ~~1040/-~~ <sup>520</sup> every day except on Second Saturday, Sunday and public holidays.
- (a) The tenders shall be issued to DDA & CPWD enlisted contractors as per their enlistment. The tenders shall also be issued to non-DDA, non-CPWD contractors provided they have satisfactorily completed three similar nature of works, each of value not less than 40% of the estimated cost in the last 5 years.
- (b) The site of the work is available which may be seen before tendering.
- (c) The Time Allowed for carrying out the work will be **Two Months** from the 10<sup>th</sup> day after the date of written orders to commence the work.
- 3(a).The tenders shall be placed in sealed covers to be issued by Sale counter, ...**Executive Engineer, CGD-5.** super scribed the Name of Work, Estimated Amount, Day and Date of opening and Name of Contractor to whom the Tender Documents are sold. These tenders will be submitted by the Contractor at following locations
  - (i) At ...**Vikas Sadan, INA, DDA New Delhi -110023.**  
The Contractor should ensure that tenders are placed in the proper boxes fixed and provided for a particular day up to seven days in advance (including date of opening) during 10AM to 5 PM except the date of opening when it will be upto 3.00 PM only.

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- (b) Offers can also be sent by the Contractors through Registered post to the Executive Engineer concerned but such offers must reach at least one day before the date of opening of tenders.
- (c) The tenders will be opened by the concerned Executive Engineer on the date fixed at 3.30pm at Vikas Sadan, INA, DDA New Delhi -110023, only Intending Tenderers or one of their authorized representative (having proper Authority on letter head of the Contractor) will be allowed to enter into the premises where tenders will be opened.
4. Tender documents consisting of plans, Specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the EE/CGD-5, DDA SIRI FORT ROAD NEW DELHI, between hours of 11.00 AM to 4.00 PM from .....to.....every day except on Sundays, and Saturday & Public Holidays. Tender documents will be issued from his office during the above mentioned hours specified above on payment of Rs. 1040/- in cash as cost of tender (non refundable):-  
520/- c.
5. (i) Tenders shall be accompanied with Earnest money of Rs 40134/- (upto Rs. 10000/-) Receipt Treasury Challan / Deposit at call receipt of a scheduled bank / fixed deposit receipt of a scheduled bank / demand draft of a scheduled bank issued in favour of Sr. AO(CAU)CWG-2010 DDA 50% of earnest money or Rs.20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank
- (ii) The tender and the earnest money shall be placed in separate sealed envelopes, each marked "Tender" and "Earnest Money" respectively.
- In cases where earnest money in cash is acceptable, the same shall be deposited with the cashier of the Division and the receipt placed in the envelope meant for earnest money. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the Executive Engineer/...CGD-5./DDA upto 3.00 P.M on .....and will be opened by him or his authorized representative in his office on the same day at 3.30 PM. 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.
6. The Contractor should quote in figures as well as in words the rate and amount tendered by them. The amount for each items should be worked out and the requisite totals be given.
7. When a Contractor signs a tender in an Indian language, total amount tendered in the PWD form No.8 should also be written in same language. In the case of illiterate Contractor the rate/amount tendered should be attested by a witness.
8. The issue of tender form will be stopped four days before (i/c date of opening) the date fix for opening of tender.
9. Each tender must be submitted in sealed cover addressed to Executive Engineer /...CGD-5.. DDA. The tender and Earnest Money shall be placed in separate sealed envelope. each marked

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10. (b) Contractor (whose tender is accepted) shall execute an Agreement on Rs 50/- stamp paper certifying his acceptance of the execution of the work on the rate and conditions set in the Contract document.
11. The Contractor, whose tender is accepted, shall be required to furnish by way of Performance Guarantee Security Deposit for due fulfillment of his Contract at the following rate -
- Performance Guarantee of 5% (five percent) of the tendered amount for the proper performance of the Contract Agreement within fifteen days of issue of letter of intent. This period can be further extended by the Engineer-in-Charge upto a maximum period of seven days on written request of the Contractor. This guarantee shall be in the form of Govt. Security or Fixed Deposit Receipt or Guarantee Bond of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case the contractor fails to deposit the said performance guarantee within the period as indicated including the extended period if any, the Earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
  - Security Deposit @ 5% (five percent) of the tendered value of the work by way of deduction from the running bills of the Contractor @ 5% (five percent) of gross amount of each running bill till the sum alongwith the sum already deposited as Earnest Money will amount to 5% of the tendered value of the work.
12. The acceptance of a tender will rest with the CE (CWC) WAB who does not bind himself to accept the lowest tender and reserve the right to reject any or all the tenders received without assigning any reason. **All tenders in which any of the prescribed condition not fulfilled or incomplete in any respect are liable to be rejected.**
13. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the Contractor who resorts to canvassing shall be liable to rejection.
14. All Rates shall be quoted on the proper schedule of the Tender (in figures & words)
15. Item rate tender containing percentage below/above will be summarily rejected.
- It may please be carefully noted that no condition, whatsoever, shall be accepted by the Department and the Contractor is strictly prohibited for giving conditional tender and if any Contractor is not prepared to execute the work at the terms and conditions contained in the tender document, he is requested not to tender for this work. It may be noted that if any Contractor chooses to submit conditional tender in spite of clear direction given above his tender shall be liable to summarily rejected and his full Earnest Money shall stand forfeited. He will also be liable for being debarred from tendering in DDA for a period of six months.
16. Monthly payment to the Contractor will be made when gross amount of the work done during the previous months is not less than Rs. 20 lakhs
17. On acceptance of the tender the name of the authorized representative of the Contractor, who would be responsible for taking instruction from the Engineer-in-Charge, shall be communicated to the Engineer in charge.
18. Special care should be taken to write the rates in figures as well as in words and the amount in figures only in such a way that Interpolation is not possible. Total amount should be written

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both in figures and in words. In case of figures, the word Rs. should be written before the figures of Rupees and P after the decimal figure e.g. Rs.2.15p and in case of words the word Rupees should precede and the word paise should be written at the end, unless the rate is in whole Rupees and followed by the words only. The rate should invariably be in two decimal places.

19. Delhi Development Authority does not bind itself to accept the lowest or any tender and reserves to itself for accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
20. Sales Tax, Works contract Tax/Vat (except service tax), purchase tax, turnover tax or any other tax in respect of the contract shall be payable by the contractor and DDA will not entertain any claim whatsoever in this respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-charge after satisfying that it has been actually and genuinely paid (clause-37)
- 21(a) Contractor must produce certificate of Registration with works Contract Cell of Sales Tax Department of GNCTD. The Tenderer shall submit the Tax Clearance Certificate in Form 11 (under Rule 8 (2) of the Delhi Sales Tax of Works Contract Rule 1999) issued by the said Cell before the tender paper can be sold to him.
- 22(b) (c) Under the provision of Building and Other Construction Worker's (RE & CS) Act 1996 and the Building and Other Construction Workers' Welfare Cess Act 1996, a 1% of the cost of Construction Project shall be deducted at source from the bill paid to the Contractor.
23. A Contractor shall not be permitted to tender for works in the DDA Zone (responsible for award and execution of Contract) in which any of his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of CE and JE (both inclusive) in the DDA. He shall intimate the name of his near relatives, if any, who are working as group A, B or C officer in DDA. He shall also intimate the name of the persons who are working with him in any capacity or who are subsequently employed by him and who are near relatives, if any Groups A, B or C Officer in the DDA. Any breach of this condition by the Contractor would render him liable to action under Clause 3 of the Agreement. In addition, he would also be liable to be debarred from tendering in future.
24. The Contractor shall give a list of Non Gazetted DDA employees related to him.
25. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in any Engineering Deptt. of the Govt. of India/Delhi Development Authority is allowed to work as Contractor for a period of one years after his retirement from Govt. Service/Delhi Development Authority. The Contract is liable to be cancelled, if either the Contractor or any of his employees are found at any time to be such a person who had not obtained the permission from the Govt. of India/Delhi Development Authority as aforesaid, before the submission of the tender.  
The Engineering Deptt. of Govt. of India includes the Engineering Deptt. of DDA, CPWD, MES, Railway, P&L, NDMC, MCD, DJB and others.
26. The tender for work shall remain open for acceptance for a period of <sup>60 (SIXTY)</sup> ~~90 (NINETY)~~ days from the date of opening of tenders. If any, tenderer withdraws his tender before the said period or makes

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any modifications in the terms and conditions of the tender which are not acceptable to the Deptt., then the DDA shall without prejudice to other right or remedy be at liberty to forfeit the entire amount of the Earnest Money deposited by the Contractor absolutely.

27. The tender for the work shall not be witnessed by a Contractor or Contractors who himself themselves has have tendered for the same work. Failure to observe this condition would render the tender of tenderers as well as witnessing the tender liable to summarily rejected.
28. Approved and eligible Contractors of CPWD and those of appropriate class of DDA, Railways, P & L, and M.S. are also eligible to tender (refer press tender notice).
29. While quoting the rate in Schedule of Quantities the word only should be written closely following the amount and it should not be written in the next line.
30. The tender for the Composite Work included the Building portion, Sanitary, Water Supply, Drainage Works and Electrical Works.
31. The Tenderer must associate with agencies of the appropriate class, which are eligible to tender for Sanitary, Water Supply installation and Electrical Works.
32. The Contractor shall submit the list of works, which are in hand (progress) in the Performa given below.

Name of Work	Name and particulars of Division where the work is being executed.	Amount of work in Progress	Position of work	Remarks

33. The tenderer shall inspect and study the drawings referred in the Tender documents in the office of the Executive Engineer before and for the purpose of submitting the tender.

34.	Action to be taken	Case of withdrawal of offer
(i)	If the Contractor withdraw his offer within validity period or makes any modification in the terms and conditions of the Contract, which are not acceptable to the Department.	50% of the Earnest Money deposited by the Contractor shall be forfeited absolutely and disciplinary action shall be taken against such Contractor.
(ii)	If the Contractor withdraw his offer	The Earnest Money deposited by the

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immediately after the award of work

Contractor shall be forfeited absolutely and, disciplinary action shall be taken against such Contractor

- (iii) If the Contractor withdraw his offer after taking over possession of site,

It is deemed that the Contractor has entered into Agreement and to penalize the Contractor for not completing the work within the stipulated period will be taken against the Contractor, if he abandons the site after taking over the possession of the site from the Engineer in charge. For taking action under Clause 2 & 3, the only documentary proof required will be the document showing signature of the Contractor or his authorised representative for taking over the possession of site. It is further clarified that action under Clause 2 & 3 of the Agreement attracted even though the Contractor fails to sign the Agreement on Rs.50/- non-judicial stamp paper but do not start work from the tenth day after date on which the order to commence the work

Signature of Divisional Officer

Division : CG.D.S. AL

For and on behalf of DDA, New Delhi


Dated .....

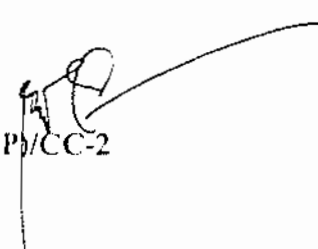
Name of Contractor.....

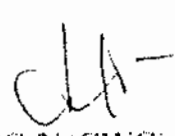
Date of Application & Receipt .....

Tender issued on .....Cost of Tender Rs.....

Tender issued at Division Office.


  
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## Delhi Development Authority Item Rate Tender For work

I/We here by tender for the execution of the work for the Delhi Development Authority which is specified in under written memorandum with in the time specified in such memorandum at the item rate entered in the schedule attached and in accordance to all aspects with the Specifications design, drawings and instructions in writing, referred to in clause-11 of the conditions of Contract, and with such materials as are provided for by and in all other respect in accordance with such conditions so far as applicable.

### Memorandum

#### (a) General Description

Name of Work: Refurbishment of training venues for Aquatics, Badminton, Squash and Tennis at Siri Fort Sports Complex and Badminton Training venue at Saket Sports Complex for Commonwealth Games-2010.

Sub-head : C/O Watch tower at Saket Sports Complex. C<sub>1</sub> *Approach Road to Indoor Badminton Hall at Saket sports complex*

(b) Estimated Cost : Rs. ~~48,72,318/-~~ <sup>20,06,717/-</sup> C<sub>2</sub>

(c) Earnest Money : Rs. ~~97,446/-~~ <sup>40,134/-</sup> (d) Performance Guarantee : 5% of the Tendered value. C<sub>3</sub>

(e) Security Deposit : As per Clause 1 & 1(a)

(f) Time allowed for the work from the 10<sup>th</sup> day after the date of written order to Commence : ~~04 Months (four months)~~ <sup>02 months (two months)</sup> C<sub>4</sub>

I/We hereby agree:

- (i) To abide by and fulfill all Terms and Provisions of the said Conditions annexed here to and all the Terms and provisions contained in the Notice Inviting Tender so far as applicable and/or in default there of to forfeit and pay to the Delhi Development Authority or their successors the sum of money mentioned in the said conditions.
- (ii) To execute all the works referred to in the tender documents on the Terms & Conditions contained or referred to there in and to carry out such deviations as may be ordered upto maximum of 30% and here is called the Deviation Limit, at the rates quoted in tender documents and those in excess of this limit at the rates to be determined in accordance with the provisions contained in clause 12-A of the tender forms.

A sum of Rs. .... is hereby forwarded in shape of Demand Draft/ Call deposit receipt of a Schedule Bank guaranteed by the Reserve bank of India as Earnest Money in

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in favour of Sr A.O. CAU(CWG-2010),DDA. If I/We fail to furnish the prescribed Performance Guarantee within the prescribed period, I/we agree that the said DDA or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further if, I/We fail to commence work as specified, I/We agree that DDA or 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 & 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 & conditions contained or referred to there in & to carry out such deviations as may be ordered up to maximum of the % mentioned elsewhere in the tender documents & those in excess of that limit at the rates to be determined in accordance with the provisions contained in clause 12 & 12 A of the tender form. I/We hereby declare that I/We shall treat the tender documents, drawings & other records connected with the work as secret/confidential documents & shall not communicate information derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated the ..... day of ..... 2009

Signature of Witness

Name of Witness

Address .....

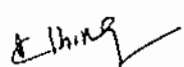
Occupation .....

Signature of Contractor

Postal Address

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## General Rules and Directions

The liability of exemptions for depositing for the Earnest Money by virtue of exempting the bond stands withdrawn w.e 1. 26.12.89 and all the bond stand cancelled from this date and intending tenderer has to deposit the required Earnest Money with individual tender as mentioned in para 4 of PWD-6 form.

1. All works proposed for execution by Contractor will be notified in a form of invitation to tender pasted in public place signed by the Divisional Officer.  
This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the percentage at which the Security Deposit shall be deducted from the bills of the successful tenderer. Copies of the specification, design and drawings and schedule of quantities and of rates of the various descriptions of work and any other document required in connection with the work assigned for the purpose of identification by the Divisional Officer shall also be open for inspection by the Contractor at the office of Divisional Officer during office hours.
2. In the event of tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney to be produce with the tender and it must disclose that the firm is duly registered under the Indian Partnership act.
3. Receipt for payments made on account of work when executed by a firm must also be signed by the several partner except where the Contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having Authority to give effectual receipt for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to under take each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other condition of any sort will be liable to rejection. No single tender shall include more than one work, but Contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelope.
- 4(a) The rate(s) and for amount(s) must be quoted in decimal coinage. Amount must be quoted in full ignoring fifty paisa and considering more than fifty paisa as Rupee one.
5. The Divisional Officer or his duly authorised representative will open tenders in the presence of intending Contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the Earnest Money forwarded there with shall there upon be given to the Contractor who shall there upon for the purpose of identification signed copies of the Specifications and other documents mentioned in rule-1, in the event of tender being rejected the Earnest Money forwarded with such unaccepted tender shall there upon be returned to the Contractor remitting the same.

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6. The officer inviting tenders shall have the right of rejecting all or any of the tender and will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk for money paid by the Contractor will not be considered as acknowledgement of payment to the Divisional Officer and the Contractor shall be responsible for seeing that he procure a receipt signed by Divisional Officer or duly authorized cashier of CAUCWG/DDA.
8. The memorandum of work tendered for the schedule of materials to be supplied by the DDA and their issue rates shall be filled in and completed in the office of the Divisional Officer before the tender form is issued. If a form issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.
9. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the Contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the Contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the Contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the Contractor in words shall be taken as correct. Where the rate quoted by the Contractor in figures or in words tally but the amount is not worked out correctly, the rates quoted by the Contractor will unless otherwise provided be taken as correct and not the amount. In the event of no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the Contractor has loaded the cost of this/these item(s) in other item(s) and the rate for such item(s) will be considered as Zero and work will be required to be executed accordingly.
10. If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates or amount it would be open for the DDA to reject the same.
11. The tenderer shall sign a declaration under the official secret Act for maintaining secrecy of the tender, shall return all the drawings or other records connected with the work given to them. The unsuccessful tenderer shall return all the drawings given to them.

**DECLARATION**

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

Signature of the Contractor

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## CONDITIONS OF CONTRACTS

### Definition:

1. The **Contract** means the documents forming the tender and acceptance thereof and formal Agreement executed between the Executive Engineer, Delhi Development Authority and the Contractor together with the documents referred to therein including the conditions, the Specifications, design, drawing and instructions issued from time to time by the Engineer-in-Charge and all the documents taken together shall be deemed to form one Contract and shall be complimentary to one another.
2. In the Contract, the following expressions shall there of, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
  - (a) The expression **Works or Work** shall, unless there be something either in the subject or context repugnant to such construction to be constructed and taken to mean the work by or by virtue of the Contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.
  - (b) The **Site** shall mean the land or other places or through which the work is to be executed under the Contract or any adjacent land path or street through which work is to be executed under the Contract or any adjacent land path or street which may be allotted or used for the purpose of carrying out the Contract.
  - (c) The **Contractor** shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the persons comprising such firm or company or the successors of such individual firms or company and the permitted assignees of such individual or firms or company.
  - (d) The **Authority** or DDA means the Delhi Development Authority.
  - (e) The **Engineer-in-Charge** means the Divisional Officer who shall supervise and be in-charge of the work and who shall sign the Contract on behalf of the Delhi Development Authority.
  - (f) Government or Government of India shall mean the Lt. Governor of Delhi.
  - (g) The terms **Chief Engineer** means concerned Zonal Chief Engineer Delhi Development Authority. Words imparting the singular number include the plural number Vice-Versa.
  - (h) The **Chief Technical Examiner/Technical Examiner** means the Chief Technical Examiner/Technical Examiner of Central Vigilance Commission of Govt. of India.
3. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and the price shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
4. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

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- 4.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and or the Drawings, the following order of preference shall be observed
- a) Description of Schedule of Quantities.
  - b) Particular specification and Special Conditions, if any.
  - c) Drawings
  - d) CPWD Specifications & MORIH Specification.
  - e) Indian Standard Specifications of BIS
- 4.2 If there are, varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding Authority with regard to the intention of the documents and his decision shall be final and binding on the Contractor.
- 4.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and Specifications or from any of his obligations under the Contract.

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## CLAUSES OF CONTRACT

### **Clause I: Recovery of Security Deposit**

The person/persons whose tender(s) may be accepted (hereinafter called the Contractor) shall permit DDA at the time of making any payment to him for work done under the Contract to deduct a sum at the rate of 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 Deposit unless he/they has/have deposited the amount of security at the rate mentioned above in cash or in the form of Govt. Securities or Fixed Deposit Receipts. In case a fixed deposit receipt of any Bank is furnished by the Contractor to the DDA as part of the Security Deposit and the Bank is unable to make payment against the said Fixed Deposit Receipt, the loss caused thereby shall fall on the Contractor and the Contractor shall forth with on demand furnish additional security to the DDA to make good the deficit.

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

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

NOTE: 2 Govt. Securities will include all forms of securities mentioned in rule no.274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the conditions mentioned under the rule against each form of security.

### **Clause I(a) Performance Guarantee**

- i) The Contractor shall submit an irrecoverable PERFORMANCE GUARANTEE of 5% (five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the Contract Agreement, (not with standing and/or without prejudice to any other provisions in the Contract) within ~~15~~ 18 days of issue of the letter of intent. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 days on written request of the Contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Govt. Securities or Fixed Deposit

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Receipts or Guarantee bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed at page . 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 hereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.

- ii) A letter of intent shall be issued in the first instance informing the successful tenderer by the competent Authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the Contractor to furnish the Performance Guarantee within the specified period, D.D.A. shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money absolutely.
  - iii) 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 works gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent Authority, the Performance Guarantee shall be returned to the Contractor, without any interest.
  - iv) The Engineer-in-Charge shall not make a claim under the Performance Guarantee except for amounts to which the DDA is entitled under the Contract (not withstanding and/or without prejudice to any other provisions in the Contract Agreement) in the event of :
    - a) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
    - b) Failure by the Contractor to pay DDA any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement.
  - v) In the event of the Contract being determined or rescinded under provision of any of the clause/condition of the Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DDA
- NOTE:- Note 1 & 2 given under clause 1 shall be applicable for Clause 1(a).

#### Clause: 2 Compensation for delay

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

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

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

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value

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a) To determine or rescind the Contract as aforesaid (of which termination or rescission notice in writing to the Contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the Earnest Money deposit, Security Deposit already recovered and Performance Guarantee under Contract shall be liable to be forfeited and shall be absolutely at the disposal of the DDA.

b) After giving notice to the Contractor to measure the work of the Contractor and to take such whole, or the balance or part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete the work. The Contractor, whose Contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchase 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 15<sup>th</sup> of the stipulated time for completion of work, either party may close the Contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the Contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

#### Clause 4

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall not with standing be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for the compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the power 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 Engineer-in-Charge which shall be final and binding on the Contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, Plants, Materials and stores in or upon the works or the site thereof, belonging to the Contractor, or procured by the Contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the Contract rates or in the case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final and binding on the Contractor, otherwise the Engineer-in-Charge by giving this in writing may order the Contractor, or his clerk of the works, foreman or other authorised agent to remove such tools, Plants materials or stores from the premises (within a time to

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be specified in such notice) in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

**Clause: 5 Time and Extension for delay.**

The time allowed for execution of the work as specified at Page-1... of PWD-8 or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 15th Day or such time period as mentioned in letter of award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid DDA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money & Performance Guarantee absolutely.

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

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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 works or
- v) delay on the part of other Contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- vi) non availability of stores, which are the responsibility of Govt./DDA to supply, or
- vii) non availability or break down of tools and Plant to be supplied or supplied by Govt./DDA, or
- viii) any other cause which, in the absolute discretion of the Authority mentioned in Clause - 2 is beyond the Contractor's control.

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

- 5.3 Request for rescheduling of mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the

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happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

- 5.4 In any such case the Authority mentioned in **Clause - 2** may give a fair and reasonable extension of time and reschedule the milestone for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 3 months of the date of receipt of such request. Non application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the Contractor.

#### Clause-6

Within 10 days of the completion of the work the Contractor shall give notice of such completion to the Engineer-in-Charge and within 10 days of the receipt of the such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work, he shall furnish the Contractor with a certificate of completion otherwise a provisional certificate indicating defects (a) to be rectified by the Contractor, and or (b) for which payment will be made at reduced rates, be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be completed until the Contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials, rubbish and all huts and sanitary arrangement required for his/their work people on the site in connection with the execution of the work, which shall have been erected or constructed by the Contractor(s) and cleaned of the dirt from all wood work, doors, windows, walls floors or other parts of any building in, upon or about which work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the Contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangement as aforesaid and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish etc. and dispose of same as he thinks fit and clean of such dirt as aforesaid and the Contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually released by the sale thereof.

#### Clause 6A

When the annual repairs and maintenance work is carried out, the splashes and dropping from white washing colour washing, painting etc. on walls, doors, roofs, windows etc. shall be removed and the surface cleaned simultaneously with completion of these items of works in the individual rooms, quarters or premises etc. Where the work is done without waiting for the actual completion of the other items of the work in 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 risk and cost of the Contractor either Departmentally or through another agency. Before taking such action the Engineer-in-Charge shall give two days notice in writing to the Contractor.

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# Clause 6 B

The Contractor shall submit the completion plan required vide general specification for Electric works (part 1 Internal) 2005 and (part 2 External) 1994 as applicable within 30 days of the completion of work. In case the Contractor fails to submit the completion plan as aforesaid he shall be liable to pay a sum equivalent to 1% of the value of the work subject to a ceiling to Rs.25, 000/- (Twenty Five Thousand only) as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Suptdg. Engineer shall be final and binding on the Contractor.

## CLAUSE 6 C

## SUPPLEMENTARY AGREEMENT

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

1. The items contained in **Schedule 'B'** may be executed separately under the Supplementary Agreement with the Contractor of the main work, in the eventuality of Engineer-in-Charge deciding to opt for the same once the Work obligations under **Schedule 'A'** are completed. If so decided, the Contractor will execute the work covered by **Schedule 'B'** under a Supplementary Agreement as per terms and conditions contained therein.
2. In the event of drawing up of the Supplementary Agreement, the main Contract in respect of **Schedule 'A'** of the items shall be independently finalized by the Engineer-in-Charge as per the terms and conditions of the Main Agreement whereas the final bill, in respect of **Schedule 'B'** of the items shall be prepared after the completion of the work as per terms and conditions of the Supplementary Agreement.
3. Security Deposit for Main Agreement may be released retaining an amount equivalent to 50% of Security Deposit or 10% of the Tendered Cost of work to be executed under the Supplementary Agreement, whichever is more as Security Deposit till the completion of work covered by Supplementary Agreement and maintenance period thereafter.
4. During the operation of the Supplementary Agreement, the Watch and ward of the entire work including that completed under the Main Agreement (as per **Schedule 'A'**) shall continue to remain the responsibility of the Contractor notwithstanding the fact that the main Agreement work has been finalized. The Contractor shall be paid extra on this account @ Rs. 6600/- (Rupees Six thousand six hundred only) per month. However nothing extra will be paid for T&P and sundries required for watch and ward operation. This clause shall, however, be operative only after completing all obligation under Main Agreement irrespective of the Specific provision contained in **Schedule 'B'** of the Schedule of items
5. During the operation of the Supplementary Agreement as well as the maintenance period thereafter, the Contractor shall be liable to make good, any loss, or damage to the work executed under both the main as well as the Supplementary Agreement, for which nothing extra shall be payable to the Contractor.
6. The supplementary Agreement shall be as per the enclosed Draft (**Annexure -IV**) the terms of which are acceptable to the parties

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**Payment on Intermediate Certificate to be regarded as Advances ~~X2~~**

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 20 lacs. 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 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 15<sup>th</sup> working day after the day 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 other provisions of the Main Agreement, until and unless specifically mentioned otherwise in the Supplementary Agreement, shall be applicable during the operation of the Supplementary Agreement also.

Clause 7

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~~No payment shall be made for a work estimated to cost Rupees Twenty five thousand or less till after the whole of the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than Rs. Twenty Five thousand the Contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part of work executed to the satisfaction of the Engineer-in-Charge whose certificate of the sum so payable shall be final or conclusive against the Contractor.~~

All such intermediate payments shall be regarded as payment by way of advanced against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or recreated or be considered as an admission of the due performance of the Contract on any part thereof, in any respect or the acquiring of any claims, nor shall it conclude, determine or affect in any way the powers of the Engineer-in-Charge under this conditions or any of them as to the final settlement and adjustments of the accounts or otherwise or in any other way vary or affect the Contract. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-Charge and payment shall be made within Three months, when amount of the Contract plus that of additional items is up to Rs. 5 lacs and within Six months, if the same exceeds Rs. 5 lacs, of the submission of such bill. If there shall be any dispute about any item of the work than the undisputed item or items only shall be paid within the said period of three months or 6 months or as the case may be. The Contractor shall submit a list of the disputed items within thirty days from the disallowances thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

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

Clause 8

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted as far as possible before the expiry of ten days from the presentation of the bill, if the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute.

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with in seven days of the date fixed, as aforesaid, his subordinate to measure the said work in presence of the Contractor whose counter signature to measurement list will be sufficient warrant and the Engineer-in-Charge may prepare a bill from such list.

**Clause 8 A**

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

**Clause 9**

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

**Clause 9 A**

Payments due to the Contractor may if so desired by him be made to his bank instead of direct to him provided that the Contractor furnishes to Engineer-in-Charge (i) An authorization in the form of a legally valid documents such as a power of attorney conferring Authority on the Bank, to receive payment and (ii) his own acceptance of the correctness of amount made out as being due to him by Delhi Development Authority or his signature on the bill or other claim preferred against Delhi Development Authority, before settlement by the Engineer-in-Charge of the account or claim by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should whenever possible present his bill duly receipted and discharged through his bankers. Nothing herein contained shall operate to create in favour of the Bank, any right or equities vis-à-vis the Authority.

**Clause 10: Stores supplied by Delhi Development Authority**

If the specification or schedule of items provides for the use of any special description of materials to be supplied from Engineer-in-Charge stores or if it is required that the Contractor shall use certain stores to be provided by the Engineer-in-Charge, as shown in the schedule of materials here to annexed at Page. 130, the Contractor shall be bound to procure them from Engineer-in-Charge and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the Contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule of material may be set off or deducted, as and when materials are consumed in the item of work (including normal wastage) for which payment is being made to the Contractor, from any sums then due, or there after become due to Contractor under the Contract or otherwise or from the Security Deposit or the proceeds of the sale there of if the same is held in Govt. Securities, the some of sufficient portion there of being in this cases sold for the purpose.

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The Contractor shall bear the cost of getting the material issued loading, transporting to site, unloading, storing as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the Contract and (or the CPWD code) all stores, materials so supplied to the Contractor or procured with the assistance of the Delhi Development Authority, shall remain the absolute property of Delhi Development Authority and the Contractor shall be the trustee of the store, materials and the said store, material shall not be removed/disposed of from the site of the work on any account and shall be all times open to the inspection by the Engineer-in-charge.

Any such stores materials remaining unused shall be returned to the Engineer-in-Charge at a place directed by him by a notice, he shall so require but in case it is decided not to take back the stores/materials the Contractor shall have no claim for compensation on any account of such stores./material so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

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

Clause 10 A

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

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**Clause 10 B**

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

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

(ii) Mobilization advance not exceeding 10% of the tendered value or Estimated Cost put to tender or Rs 1.00 crore whichever is less 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 Nationalized Bank as specified by the Engineer-in-Charge for the full amount of such advance before it is released. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge in his absolute 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 installation shall be released by the Engineer-in-Charge only after the Contractor furnishes a proof of the satisfactory utilization of the earlier installments to the entire satisfaction of the Engineer-in-Charge.

**Mobilization advance shall be admissible only for works where Estimated Cost put to tender is Rupees Two Crores and above.**

(iii) An advance for Plant and Machinery 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 the work. The amount of advance shall be restricted to 5% of 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 produced evidence satisfactory to the Engineer-in-Charge. 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 and equipment is brought to site and balance twenty five percent on successfully commissioning of the same.

This advance shall further be subject to the conditions that such Plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the work, (b) and are in and are

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supplied from the Engineer-in-Charge stores in accordance with clause 10 thereof) and/or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the Contractor such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the price of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

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

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

#### Clause 10 (CA)

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 for receipt of tenders (including extension, if any) for the work, then the amount of the Contract shall accordingly be varied and provided, further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the prices of Cement and/or Steel reinforcement bar incorporated in the works (not being a material stipulated from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) is decreased, DDA shall in respect of these materials incorporated in the works (not being 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 the 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 DG(W)/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 of cement and/or for steel reinforcement bars as issued under Authority of DG(W)/CPWD as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

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

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(a) Adjustment for component of "Cement"

$$V_c = P_c \times Q_c \times \frac{C I - C I_o}{C I_o}$$

Where

- V<sub>c</sub> = Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered  
 P<sub>c</sub> = Base price of cement as issued under Authority of DG(W)CPWD valid at the time of the last stipulated date of receipt of tender including extension, if any  
 Q<sub>c</sub> = Quantity of cement used in the works since previous bill.  
 C I<sub>o</sub> = All India Whole sale Price index for cement 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

- C I = All India Whole sale Price index for cement for period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce.

(b) Adjustment for component of "Steel"

$$V_s = P_s \times Q_s \times \frac{S I - S I_o}{S I_o}$$

Where

- V<sub>s</sub> = Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees to be paid or recovered.  
 P<sub>s</sub> = 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<sub>s</sub> = Quantity of steel paid either by the way of secured advance or used in the works since previous bills (whichever is earlier).  
 S I<sub>o</sub> = All India Wholesale price Index for steel (bar and rods) for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.  
 S I = All India Wholesale price Index for steel (bar and rods) for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce.

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

Clause 10 CC

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~~If the prices of material (not being materials supplied or services rendered at fixed prices by the Department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increases, the Contractor shall be compensated for such increase as per provisions detailed below and the amount of the Contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the Contract. No escalation shall be paid for work executed in extended Contract period even if extension of time is granted without any action under clause-2 and also no such compensation shall be payable for a work for which the stipulated period of completion is 18 months or less. Such compensation for~~

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escalation in the prices of materials and labour, when due shall be worked out based on the following provisions

(m) The base date for working out such escalation shall be the last date on which tenders were stipulated to be received

(n) The cost of work on which the escalation will be payable shall be reckoned as below:

- |     |   |     |
|-----|---|-----|
| (a) | Gross value of work done up to this quarter   | (A) |
| (b) | Gross value of work done up to the last quarter   | (B) |
| (c) | Gross value of work done since previous quarter (A-B)   | (C) |
| (d) | Full assessed value of secured advance fresh paid in this quarter                             | (D) |
| (e) | Full assessed value of secured advance recovered in this quarter                              | (E) |
| (f) | Full assessed value of secured advance for which escalation is payable in this quarter (D-E)  | (F) |
| (g) | Advance payment made during this quarter  | (G) |
| (h) | Advance payment recovered during this quarter   | (H) |
| (i) | Advance payment for which escalation is payable in this quarter (G-H)                         | (I) |
| (j) | Extra items paid as per Clause 12 & 12 A based on prevailing market rates during this quarter | (J) |

Then,  $M = C + F + I + J$

$$N = 0.85M$$

(k) Less cost of material supplied by the Department as per Clause 10 & recovered during the quarter (K)

(l) Less cost of services rendered at fixed charges as per Clause 34 & recovered during the quarter (L)

Cost of work for which escalation is applicable:

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

(iii) Component of cement, steel, materials, labour, POL, etc. shall be predetermined for every work and incorporated in the conditions of Contract attached to the tender papers (in para X) and the decision of the Engineer-in-Charge in working out such percentage shall be binding on the Contractor.

(iv) The compensation for escalation for cement, steel, materials and POL, shall be worked as per the formula given below:-

(a) Adjustment for component of "Cement"

$$Vc = \frac{W \times Xc}{100} \times \frac{(CI - C_{10})}{C_{10}}$$

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

W = Cost of work done worked out as indicated in sub-para (ii) of clause 10(cc)

Xc = Component of cement expressed as percent of the total value of work. (para x)

CI = All India whole sale price index for cement for the period under consideration as published by the Economic advisor to Govt. of India, Ministry of Industry and Commerce.

C<sub>10</sub> = All India Whole sale Price index for cement 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

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(b) Adjustment for component of "Steel".

$$V_s = \frac{W \times X_s \times (SI - SI_0)}{100 \times SI_0}$$

- V<sub>s</sub> Variation in steel cost i.e. increase or decrease in the amount in Rs. to be paid or recovered.
- W Cost of work done worked out as indicated in sub-para (ii) of clause 10(cc)
- X<sub>s</sub> Component of steel expressed in percent to the total value of the work.(para x)
- SI All India whole sale price Index for Steel for the period ( bars and rods) for the period under consideration as published by Economic Advisor to the Govt. of India, Ministry of Industry and Commerce, New Delhi.
- SI<sub>0</sub> All India Wholesale Price Index for steel (bars & rods) published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce as valid on the last stipulated date of receipt of Tenders including extension, if any.

(c) Adjustment for component of "Materials"

$$V_m = \frac{W \times X_m \times (MI - MI_0)}{100 \times MI_0}$$

- V<sub>m</sub> Variation in materials cost i.e. increase or decrease in the amount in Rs. to be paid or recovered.
- W Cost of work done worked out as indicated in sub-para (ii) of clause 10 (cc)
- X<sub>m</sub> Components of "Materials" expressed as percent of the total value of the work.(para x)
- MI All India whole sale Index for construction material for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce.
- MI<sub>0</sub> All India whole sale price Index for construction material valid on the last stipulated date of receipt of tenders including extension, if any as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce

(d) Adjustment for component of "POL"

$$V_F = \frac{W \times Z \times (FI - FI_0)}{100 \times FI_0}$$

- V<sub>F</sub> Variation in cost of fuel, oil and lubricants i.e. increase or decrease in the amount in rupees to be paid or recovered.
- W Cost of work done worked out as indicated in sub para(ii) and clause 10 (cc)
- Z = Component of fuel, oil and lubricants expressed as percent of total value of work.(para x).
- FI = All India whole sale price Index for fuel, oil and lubricants for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce, New Delhi.
- FI<sub>0</sub> = All India whole sale price Index for fuel, oil and lubricants published by Economic Advisor to Govt. of India, Ministry of Industry and Commerce, New Delhi valid on the last stipulated date of receipt of tenders including extension, if any.

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- (v) The following principles shall be followed while working out the indices mentioned in para (iv) above.
- (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the three calendar months of the said work. The first such payment shall be made at the end of three months after the month excluding in which the tender was accepted and thereafter at three monthly intervals. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
- (b) The index (MI/FI etc.) relevant to any quarter period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period upto date of completion after the quarter covered by the last such installment of payment, is less than three month index MI and FI shall be the average of the indices for the month falling within that period.
- (vi) The compensation for **escalation of labour** shall be worked out as per the following formula given below:
- $$VI = \frac{W \times Y \times (LI - LI_0)}{100 \times LI_0}$$
- VI -- Variation in Labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- W -- Value of work done, worked out as indicated in sub-para (ii) of Clause 10 (cc).
- Y -- Component of labour expressed as percentage of the total value of work (para x)
- LI -- Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.
- LI -- Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.
- (vii) The following principle will be followed while working out the compensation as per sub para (vi) above.
- (a) The minimum wage of an unskilled male mazdoor mentioned in sub-para VI above shall be the higher of the following two figures namely those notified by Govt. of India, Ministry of labour and those notified by the local administration, both relevant to the place of work and the period reckoning.
- (b) The escalation for labour shall also be paid at the same quarterly interval when escalation due to increase in cost of materials and/or POL is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable for work done in all quarters subsequent to the quarter in which the revision of minimum wages takes place.
- (c) Irrespective of variation in minimum wages of any category of labour for the purpose of this clause, the variation in the rates for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.
- (viii) In the event of the price of the material and/or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of the work. So that such prices of the materials and/or wages of labour shall be deductible from the cost of

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- work under this Contract and in this regard the formula herein stated under this clause 10 CC shall mutatis mutandis apply, provided that
- (a) No such adjustment for the decrease in the price of materials and or wages of labour aforementioned would be made in a case of Contract in which the stipulated period of completion of the work is 18 months or less.
- (b) The Engineer-in-Charge shall otherwise be entitled to lay down the principles on which the provision of this sub-clause shall be final and binding.
- (c) Provided always that the provisions of the proceeding clause 10 C & 10 C A shall not be applicable for Contracts where provisions of this clause are applicable, but in cases where provisions of this clause are not applicable, the provision of Clause 10 C & 10 C A will become applicable.
- (x) Schedule of component of Cement, Steel, other materials, Labour etc. for price escalation under Clause 10 CC:

**Component of Cement Xc**

Expressed as percent of total value of work.....%

**Component of Steel Xs**

Expressed as percent of total value of work.....%

**Component of Materials Xm**

Expressed as percent of total value of work.....%

**Component of Labour Y**

Expressed as percent of total value of work.....%

**Component of POL Z**

Expressed as percent of total value of work.....%

**Clause 10 D**

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

**Clause 10 E**

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

**Clause 10 F**

In case the empty cement bags are required by DDA for bonafide use in work. The Executive Engineer of the work shall have the power to collect the bags himself and the Contractor shall have to return desired number of empty jute/poly bags in serviceable condition to him on the same condition and as per prevailing rates of DGS & D for bags

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

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the Specifications. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the Contractor shall be furnished free of charge one copy of the Contract documents together with Specifications and of all such design drawing and instruction as are not included in the Central Public Works Departments compilation entitled CPWD Specification for work at Delhi 1996 volume I to VI with <sup>upto date</sup> Correction Slips, or in any Bureau of Indian Standard or any other, published Standard or Code or, schedule of rates or any printed publications, or General Specification referred to elsewhere in the Contract and CPWD Specification 2002 or CPWD General Specifications for Electrical works Part-I (Int). 2005 and Part-II (Ext.) 1994 with upto date Correction Slips.

**Clause 12: Alteration on Specification and Drawing.**

The Engineer-in-Charge shall have power (i) to make any alteration in, omission from, addition to or substitution for the Original Specifications drawings 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 work in case of non availability of a portion of the site or for any other reason and the Contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omission, additions or substitutions shall not invalidate the Contract and any altered, additional, substituted work, which the Contractors may be directed to do in the manner above specified, as part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work.

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original Contracts work and certified by the Engineer-in-Charge shall be conclusive as to such proportion. Over and above, this a further period to the extent of 25% of such extension so extended shall be allowed to the Contractor. The rates for such additional, altered or substituted work under this Clause shall be worked out in accordance with the following provisions in their respective order:-

- (i) If the rates for additional altered or substituted work are specified in the Contract for the Work, the Contractor is bound to carry out the additional, altered or substitute work at the same rates as are specified in the Contract for the work.
- (ii) If the rates for the altered, additional or substituted work are not specifically provided in the Contract for the work. The rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.
- (iii) If the rates for altered, additional or substituted work includes any work for which no rate is specified in the Contract or the rate can not derived from the similar class of work in the Contract, then such work shall be carried out at the rates entered in the current CPWD Schedule of Rates for Delhi 2007 plus/ minus percentage which the total tendered amounts bear to the Estimated Cost of the entire work put to tender or CPWD Schedule of Rates Pt.I (Int) 2005 and Pt.II (ext.) 1995 Electrical Works.
- (iv) If the rates for the altered, additional or substituted work can not be determined in the manner specified in sub-clause (i), (ii) & (iii) above then rates for such shall be worked out on the basis of the current C.P.W.D. Schedule of Rates for 2007 plus/ minus percentage which the total tendered amounts bear to the Estimated Cost of the entire work put to

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tender. Provided always that if the rate for a particular part or parts of the items is not in the schedule of rates for such parts or parts will be determined by the Engineer-in-Charge on the basis of prevailing market rates when the work was done or CPWD Schedule of Rates Pt I (Int) 2005 and Pt II (ext) 1995 for Electrical works with upto date Correction Slips.

- (v) If the rates for any altered, additional or substituted item of work can not be determined in the manner specified in Sub-clause (i) to (iv) above, then the Contractor shall, within seven days from the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposed to claim for such item of work, supported by the analysis of the rate claimed, and the Engineer-in-Charge shall within three months thereafter, after giving due consideration to the rates claimed by the Contractor determined the rate on the basis of prevailing market rates and pay the Contractor accordingly. However the Engineer-in-Charge by giving notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rate of items falling under the clause.
- (vi) Except in case of items relating to foundations, provisions contained in sub-clause (i) to (v) above shall not apply to Contract or substituted items as individually exceed the percentage set out in the tender documents (referred to here in below as deviation limit) subject to the following restrictions:
  - (a) The deviation limit referred to above is the net effect (algebraic sum) of all additions and deduction ordered.
  - (b) In no case shall the addition/deductions (arithmetical Sum) exceed twice the deviation limit.
  - (c) The deviation ordered on items of any individual trade included in the Contract shall not exceed plus/minus 50% of the value of that trade in the Contract as a whole or half the deviation limit whichever is less.
  - (d) The value of additional items, of any individual trade not already included in the Contract, shall not exceed 10% of the deviation limit.
- (vii) For the purpose of operation of clause 12 (vi) the following work shall be treated as work relating to foundations.
  - (a) For building plinth level or 1.2 meters above ground level which ever is lower excluding items of flooring and DPC but including base concrete below the floor.
  - (b) For abutment, piers retaining walls or culverts and bridges, wall of water reservoirs, the bed of floors level
  - (c) For retaining walls where floor level is not determinable 1.2 meters above the average ground level or bed level.
  - (d) For roads all items of excavations and filling including treatment of sub base and soling work.
  - (e) For water supply lines sewer lines, underground storm water drains and similar works, all items of work below ground level except items of pipe work and masonry work
  - (f) For open storm water drains all items of work except lining of drains.

Note : Individual trade means the trade sections into which a schedule of quantities annexed to the Agreement at Page 44 to 45 has been divided or in the absence of any such divisions the individual sections of the CPWD Schedule of Rates specified above such as excavation and earth work concrete, wood and joinery etc. The rates of any such work except the items

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relating to foundation which is in excess of the deviations limits shall be determined in accordance with the provisions contained in clause 12. A of additional items

**Clause 12 A:**

In the case of Contract items substituted items or additional items which result in exceeding the limits laid down in sub-clause (vi) of clause 12 except the items relating to foundation work which the Contractor is required to do under clause 12 above the Contractor shall within 7 days from the receipt of order claim revision of the rates supported by proper analysis in respect of such items for quantities in excess of the deviation limit not with standing the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of clause 12 and Engineer-in-Charge may revise their rates having regard to the prevailing market rates and the Contractor shall be paid in accordance with the rates so fixed. The Engineer-in-Charge shall however be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the Contractor and arrange to carry it out in such a manner as he may consider advisable but under no circumstance the Contractor shall suspend the work on the plea of not settlement of rates of items falling under this clause.

All the provisions of the proceeding paragraph shall equally apply to the decrease in the rates of items or quantities in excess of the deviation limit not with standing the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of the preceding Clause 12. and the Engineer-in-Charge may revise such rates having regards to the prevailing market rates

**Clause 13:**

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

**Clause 14**

If it shall appear to the Engineer-in-Charge or any officer deputed as his authorized subordinate-in-charge of the work, Chief-Engineer, Superintending Engineer, Chief Technical Examiner/Technical Examiner of Central Vigilance commission or any officer

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deputed & Chief Engineer Quality Assurance Cell DDA or by an Officer of the vigilance of the Authority, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution for the work are unsound or of quality inferior to that Contracted for, otherwise or not in accordance with the Contract, the Contractor shall on demand in writing, which shall be made within six months of the completion of the work, from the Engineer-in-Charge specifying the work, materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for, will rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the material or article so specified and provide other proper suitable material or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent on the estimated amount put to tender for every day not exceeding ten days while his failure to do shall continue and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials, or articles complained, as the case may be at the risk and expense in all respects of the Contractor.

#### Clause 15

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

#### Clause 16:

Contractor shall give not less than seven days notice, in writing to Engineer-in-Charge or his authorized subordinate in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension there of be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up any work without the consent in writing of the Engineer-in-Charge or his authorized subordinate in charge of the work. The Engineer-in-Charge or his authorized subordinate- in-charge of work shall within the aforesaid period of seven days inspect the work, and if any work shall be covered or placed beyond the reach of measurement without such notice having been given to the Engineer-in-Charge, consent being obtained the same shall be uncovered at the Contractor's expense or in default there of no payment or allowance shall be made for such work or the materials with which same was executed.

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**Clause 17: Contractor liable for Damages done and for imperfection notice 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, kerb, fence enclosure, water pipe, cables, drains, Electric or Telephone post or wires or trees, grass or grassland, or cultivated ground continuous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress from any causes whatever or if any defect shrinkage or other faults appear in the work within 12 months (6 months in case of any work other than road work costing Rs.10,00,000 - and below) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the Contractor shall upon receipt of a notice in the writing on that behalf make the same good at his own expense or in default, the Engineer-in-Charge cause the same to be made good by other workman and deduct the expense from any sums that may be due or at any time after may become due to the Contractor, or from his Security Deposit for the portion pertaining to asphaltic work which is governed by sub-para(iii) of clause 35 or the proceeds of sale thereof or of a sufficient portion thereof of the Security Deposit of the Contractor except the portion pertaining to asphaltic work is governed by sub-para (iii) of clause 35 shall not be refunded before the expiry Of 12 Months (Six months in case of any work other then road work costing Rs.10 Lacs and below) after the issue of the certificate final or completion of work or till the final bill has been prepared and passed whichever is later.

**Clause 17 A :- Refund of Security Deposit in road works**

Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the Security Deposit is sufficient to meet all the liabilities of Contractor under this Contract, half of the Security Deposit will refundable after six months 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

**~~Clause 17B: Defects relating to work of leakage of Roof~~**

~~Provided further that for defects relating to leakage from the roof, the Contractor shall be responsible for rectification of the same within a period of one year or two rainy seasons (ending October) whichever is later, after the physical date of completion of the work as a whole to be recorded by the Deptt. and 10% of the Security Deposit of the Contractor will be refunded after expiry of the above period.~~

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**Clause 18: Contractor to supply Tools & Plants etc.**

The Contractor shall provide at his own cost all materials (except such materials, if any as may in accordance with the Contract be supplied from the Engineer-in-Charge stores) Plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which is entitled to require together with carriage there of to and from the work. The Contractor shall also supply with out charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighing and assisting the measurement for examination at

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any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expenses of the Contractor and expenses may be deducted from any money due to the Contractor or otherwise and/or from his Security Deposit or the proceeds of sale thereof or a sufficient portions thereof.

**Clause 18 A: Recovery of Compensation paid to Workman**

In every case in which by virtue of the provisions of section 12 sub-section (i) of the workman's compensation Act 1923 Delhi Development Authority is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, Delhi Development Authority will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Delhi Development Authority under section 12 sub-section (ii) of the said Act Delhi Development Authority 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 Delhi Development Authority to the Contractor whether under this Contract or otherwise. Delhi Development Authority shall not be bound to contest any claim made against it under section 12 sub-section (i) of the said Act, except on the written request of the Contractor and upon his giving to Delhi Development Authority full security for all cost for which Delhi Development Authority might become liable in consequence of contesting such claim.

**Clause 18 B: Ensuring payment and Amenities to Workers if Contractor fails**

In every case which by virtue of the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and of the Contract Labour (Regulation & Abolition) Central Rules 1971, DDA is obliged to pay any amounts of wages to a workman employed by the Contractor in the execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under clause 19-H or under the CPWD Contractor's Labour Regulations, or under the rules framed by the government from time to time for protection of health and sanitary arrangements for workers employed by DDA Contractors, DDA will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the DDA under section 20, Sub-section (2) and Section (21), Sub-section (4) of the Contract Labour (Regulation & Abolition) Act, 1970, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any due by DDA to the Contractor, whether under this Contract or otherwise, DDA shall not be bound to contest any claim made against it under section 20, sub-section (i) and Section 21, Sub Section (4) of the said act.

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

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

The Contractor shall comply with all the provisions of the Delhi Building and other construction workers (Regulations of Employment and conditions of Service) Rule-2002 framed Under Section 62 of the Building and other construction workers

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(Regulation of employment and Condition of service) Act, 1996 of Govt. of India as notified by the govt. of N.C.T. of Delhi vide notification No. DLCCIA/BCW/01/19 dt. 10.1.2002 which inter-alia provides that a Cess at 1% of the cost of construction/project or as revised by the competent Authority from time to time shall be leviable and shall be deducted at source from the bills paid to the Contractor. All other term conditions as per the Act, mentioned herein above as well as rules made there under and modification issued from time to time would also apply.

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

**Clause 19 A: No Labour below the age of Fourteen Years shall be employed on the work**

**Clause 19 B: Payment of wages to labour:**

- (a) The Contractor shall pay not less than fair wages to labourers engaged by him on the work.  
Explanation: "Fair Wages" means wage, whether for time or piece work, notified at the time of inviting tenders for the work, where such wages have not been so notified the wages prescribed by the D.D.A. for the district in which the work is done it will be notified/prescribed by D.D.A. in consultation with the officer's of the Industrial Relation Machinery located in the respective areas and will not be less than the minimum rates of the wages fixed by the Govt. of N.C.T. Delhi for that class of employee engaged on the same type of the work in the same area.
- (b) The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid fair Wage to labourers indirectly engaged on the work, including any labour engaged by his sub-Contractors in connection with said work, as if the labourer had been immediately employed by him.
- (c) The respect of all labour directly or indirectly employed in the works for performance of the Contractor's part of this Contract the Contractor shall comply with or cause to be complied with the D.D.A. Contractor's labour regulations made by the Govt. of N.C.T. Delhi from time to time payment of wages, period of deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages books or wage slip, publication of scale of wages and other items of employment inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract labour (regulation and abolition) Act 1970 and Contract labour (Regulation & Abolition) central rules, 1971, which ever is applicable.
- (d) The Engineer-in-Charge concerned shall have right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions made from his their wage which are not justified by their terms of the Contract or non-observance of the Regulations.
- (e) Under the provision of the Minimum Wages Act 1948 and the Minimum Wages (Central) Rule 1950, the Contractor is bound to allow or cause to be allowed to the labourers directly employed in the works one day rest for six days continuous works and pay wages at the same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourers and pay the same to the persons entitled there to from any money due to the Contractor by the Engineer-in-Charge concerned, in the case of the N.C.T. of Delhi, however as the all inclusive minimum daily wages fixed under Delhi Government Notification No. F12(142)02/MW/LAB/1016 dt. 13.03.07 or as amended or recommended from time to time.

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- (f) Vis-a-vis the Delhi Development Authority and the Contractor shall be primarily liable to all payment to be made under and for the observance of the Regulation aforesaid without prejudice to his right to claim indemnity from sub-contractors.
- (g) The regulation aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract.

**Clause 19 C: Penalty for each default to provide facilities:-**

In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this Contract, the Contractor shall at his own expense arrange for the safety provision as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and does not provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs, incurred in that behalf of the Contractor.

**Clause 19 D: Statement of Staff employed by Contractor**

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

1. The number of labourers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The Accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and.
5. The number of female workers who have been allowed Maternity Benefit according to clause 19F and the amount paid to them failing which the Contractor shall be liable to pay to D.D.A. sum not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the Contractor and the amount levied as fine shall be binding on the Contractor.

**Clause 19 E:**

In respect of all labours directly or indirectly employed in the works for the performance of the Contractor's part of this Agreement, the Contractor shall comply with or cause to be complied with all rules by Government from time to time, for the protection of health and sanitary arrangement for workers employed by the Delhi Development Authority and its Contractors.

**Clause 19 F:**

**Leave and pay during leave shall be regulated as follows:**

**1. Leave**

- (i) In the case of delivery, maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and four weeks following that day
- (ii) In case of miscarriage - upto three weeks from the date of miscarriage.

**2. Pay**

- (i) In case of delivery -- leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which

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she given notice that she expects to be confined or, at the rate of rupees one (1/-) day whichever is greater.

- (ii) In case of miscarriage leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done (during a period of 3 months immediately preceding the date of such miscarriage).
3. Conditions for the grant of maternity leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than Six months immediately preceding the date on which she proceeds on leave.
4. The Contractor shall maintain a register of maternity (benefit) in the prescribed form as shown below and the same shall be kept at the place of work.

#### Clause 19G: MODEL RULES

In the event of the Contractor (s) committing a default or breach of any of the Provisions of the DDA Contractor's Labour Regulation and Model Rules for Protection of Health and sanitary arrangements for workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall without prejudice to any other liability, pay to the Delhi Development Authority a sum not exceeding Rs.50/- per day for each day, default, breach or furnishing, making, submitting, filing such material incorrect statements and in the event of the Contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.50/- per day for each day of default subject to a maximum of **Five percent of the Estimated Cost of the work put to Tender.** The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the Contractor (s) is/are not properly observing and complying with the provisions of DDA Contractor's Labour Regulations and model rules and the provisions of the Contract (Labour Regulation & Abolition) Act 1970, and the Contract labour (Regulation & abolition) Central Rules 1971, for the protection of health and sanitary arrangements for work people employed by the Contractor, hereinafter referred a "The said Rules", the Engineer-in-Charge shall have power to give notice in writing to the Contractor (s) requiring that the said rules be complied with and the amenities prescribed there in be provided to the work people within a reasonable time, to be Specified in the notice. If the Contractor(s) fail within the period specified in the notice to Comply with and/observe the said rules and to provides the amenities to work people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the Contractors(s). The Contractor (s) shall erect, make and maintain at his/their own expenses and according to approved standards all necessary tents and sanitary arrangement required at for his/their work people on the site in-connection, with the execution of the works, and if the same shall not have been erected or constructed according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the Contractor's requiring that the said tents and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the Contractors shall fails to remodel or reconstruct such tents and sanitary arrangement according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel such tents and sanitary arrangements, according to approved Standards at the cost of the Contractor(s).

Construction of labour huts near work sites shall be avoided as far as possible Whenever labour huts are pitched the Engineer-in-Charge will prepare a plan of the area to be occupied

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by the labour of the construction agency reflecting there upon of huts to be constructed. The Engineer-in-Charge shall obtain an undertaking from the Contractor that the site of the labour huts shall be cleared of the labour huts after the work has completed in the following Performa.

I/We here by undertake that

1. Full site free from any encroachment has been handed over to me/us on.....
2. The labour huts..... in nos, pitched/constructed by me/us at site as shown

On the site plan and duly signed by me/us, belong to me/us.

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

The Contract bill shall not be finalized till the Engineer-in-Charge given a certificate that the area occupied by the labour of the Contractor has been cleared/vacated.

Signature of the Contractor

**Clause 19H: Specifications for labour camp.**

The Contractor (s) shall at his/their own cost provide his/their labour with a sufficient number of huts/tents there in after referred to as the camp) of the following

Specifications on a suitable plot of land to be **approved by the Engineer-in-Charge.**

- 1(a) The minimum height of each hut/tent shall be 2.10 meters (7'-0") and the floor area to be provided at the 16.2 Sqm. (30Sq.ft.) for each member of the worker's family staying with labourer.
- (b) The Contractor(s) shall in addition construct suitable cooking place having minimum Area of (1.8M x 1.5M) (6' x 5.0') adjacent to the tent/hut for each family.
- (c) The Contractor (s) shall also construct temporary Latrines and Urinals for the use of the labours each at the scale of not less than four pan for each one hundred of the total strength. Separate latrines and Urinals be provided for women.
- (d) The Contractors (s) shall also construct sufficient number of bathing & washing places, one unit for every 25 persons residing in the camp. Theses bathing & washing places shall be suitable screened.
- 2(a) The floor of hut/tent shall be in bricks and shall be at least 6"(0.15m) above the surrounding ground the Tents shall be of canvas cloth (water proof) as may be approved by the Engineer-in-Charge and the Contractor shall ensure that through out the period of their occupation the tents remain water tight.
- (b) There shall be kept an open space of at least 8 yards (7.2M) between the rows of tents which may reduced to 20 ft. (6m) according to the availability of site with the approval of the Engineer-in-Charge Back to back construction will be allowed.

**3. Water Supply:**

The Contractor shall provide adequate supply of water for the use of labourers. Provision shall not be less than two gallons of pure water per head per day for drinking purpose and three gallons of clean water per head per day for batching & washing purposes, where piped water supply is available supply shall be at stand posts and where the supply is from wells or river, tanks, which may be of metal or masonry, shall be provided. The Contractor (s) shall also at his/their cost make arrangement for laying pipe lines for supply to his/their labour camp from the existing mains wherever available and shall pay all fees and charges there of

- 4 The site selected for the camp shall be on high ground, removed from jungle.

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5. **Disposal of Excreta:**

The Contractor (s) shall make necessary arrangement for the disposal of excreta from latrines by trenching or incineration shall be according to the requirements laid down by local Health Authority. If trenching or incineration is not allowed the Contractor's shall make arrangement for the removal of the excreta through the Municipal Committee Authority and inform it, the number of labourers employed so that arrangements may made by such Committee Authority for the removal of the excreta. All charge on this account shall, be born by the Contractor and paid directly by him to the Municipality . Authority. The Contractor shall provide one sweeper for every 8 seats in case of dry system.

6. **Drainage:**

The Contractor shall provide efficient arrangement for drawing away sullage water so as to keep the camp neat and tidy.

7. The Contractor shall make necessary arrangement for keeping the camp area sufficiently lighted to avoid accident to the workers.

8. **Sanitation:**

The Contractor (s) shall make arrangement for conservancy and sanitation in the labour camps accordingly to the rule of the Local Public Health and Medical Authority.

9. Wherever electric connection from NDPL/BSES is readily available the Contractor would provide sufficient street-lights for the labour camp as per directions of the Engineer-in-Charge.

**Clause 19 I:**

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

**Clause 19 J:**

It shall be the responsibility of the Contractor (s) to see that the building under construction is not occupied by any body unauthorized during construction, and is hand over to the Engineer-in-Charge with vacant possession of complete building. If such building, though completed is occupied illegally, then the Engineer-in-Charge will have the option to refuse to accept the said building/buildings in that position any delay in acceptance on this account will be treated as delay in completion and for such delay a levy up to 5% of the Estimated Cost put to tender may be imposed by the Superintending Engineer, whose decision shall be final both with regards to the justification and quantum and shall be binding on the Contractor. However the Superintending Engineer may require the Contractor, through a notice, to remove the illegally occupation any time on or before reconstruction and delivery.

**Clause 20.**

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

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**Clause 21:**

Work not to be sublet Contract may be rescinded and Security Deposit forfeited for subletting, bringing or if Contractor becomes insolvent. The Contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge and if the Contractor shall assign or sublet his Contract or attempt to do so or become insolvent or commence an insolvency proceeding 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 agents or any public officer or persons in the employment of Delhi Development Authority in any way relating to his office or employment or if any such officer or person shall become in any way indirectly or directly interested in the Contract, the Engineer-in-Charge on behalf of the Authority shall have power to adopt any of the courses specified in clause 3, thereof as he may deem best suited to the interest of Delhi Development Authority and in the event of any these courses being adopted the consequence specified in the said clause 3 shall ensure.

**Clause 22: Reasonable compensations without references to actual loss**

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

**Clause 23: Change in firms constitution to be intimated**

Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the Firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership Agreement where under the partnership firm would have the right to carry out the works here by 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 here of and the same action may taken, and same consequences shall ensure as provided in the said clause 21.

**Clause 24:**

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

**Clause 25:**

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

**Clause 26: Contractor to Indemnify D.D.A. against patent rights**

The Contractor shall fully indemnify and keep indemnified the Delhi Development Authority against any action, claim or proceeding relating to infringement or use of any patent or

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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 Delhi Development Authority in respect of any such matters as aforesaid the Contractor shall be immediately notified thereof, and Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Contractor shall not be liable to indemnify the Delhi Development Authority if the infringement of the patent or design or any alleged patent or Design right is the direct result of an order passed by the Engineer-in-Charge, in this behalf.

**Clause 27: Deleted**

**Clause 28:**

In the case of any class of work for which there is no such Specifications as referred to in Rule-1, such work shall be carried out in accordance with the B.I.S. district Specifications. In case there is no B.I.S. District Specifications, then in such case the work shall be carried out as per manufacturers Specification. In case, there are no such Specifications, as required above, the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-Charge.

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

Wherever any claims for payment of any sum money arise out of or under Contract or against the Contractor, the Engineer-in-Charge or D.D.A. shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if any deposited by the Contractor and for the purpose aforesaid, the Engineer-in-Charge or the D.D.A. shall be entitled to withhold the Security Deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Engineer-in-Charge or the D.D.A. shall be entitled to withhold and have lien to retain to the extent the such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract with the Engineer-in-Charge or the D.D.A. or any Contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim. It is an agreed term of the Contract that the sum or sums of money so withheld or retained under the lien referred to above by the Engineer-in-Charge or D.D.A. till the claim arising out of or under the Contract is determined by the competent court, and that the Contractor will have no claim for interest or damages what so ever 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 D.D.A. shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/Limited company as the case may be, whether in his individual capacity or otherwise.

**Clause 29 (ii)**

Delhi Development Authority shall have right to cause an audit and technical examination of the works and the final bills of the Contractor, including all supporting voucher, abstract etc.

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to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for Delhi Development Authority to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the Contract in respect of any work executed by him under it the amount of such under payment shall be duly paid by Delhi Development Authority to the Contractor, without any interest there on what so ever Provided that Delhi Development Authority shall not be entitled to recover any sum over paid, nor the Contractor shall be entitled to payment of any sum paid short where payment has been agreed upon between the Chief-Engineer or Executive Engineer on the one hand and the Contractor on the other hand under any term of the Contract permitting payment for work after assessment by the Chief-Engineer or the Executive Engineer.

**Clause 30 : Lien in respect of any D.D.A. Works/Contract**

Any sum of money due and payable to the Contractor (including the Security Deposit refundable to him) under the Contract may be withheld or retained by way of lien by the Engineer-In-Charge or the D.D.A. or any other Contracting persons or persons through Engineer-in-Charge against any claim. The Engineer-in-Charge or D.D.A. or such other Person or persons in respect of payment of a sum of money arising out of or under any Contract made Contractor with the Engineer-in-Charge or the D.D.A. or with such other person or persons. It is an agreed terms of the Contract that sum of money so withheld or retained under this clause by Engineer-in-Charge or the D.D.A. will be kept withheld or retained as such by Engineer-In Charge or the D.D.A. or till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the competent Court, and that the Contractor shall have no claim for interest or damages what so ever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

**Clause 31:**

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

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

**Clause 32: (i)**

The Contractor shall be allowed to construct temporary wells in Delhi Development Authority land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charge shall be recovered from the Contractor on this account, but the Contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent building, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to it's original condition after the wells are dismantled on completion of the work.

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**Clause 32: (ii) Contractor to repair the wells/head pump at sites**

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

**Clause 33: Return of surplus materials**

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

**Clause 34: Hire of Plants & Machinery DELETED**

The Plant and Machinery as per annexure (at page. ) required for the work be issued to the Contractor on hire basis on the condition given below.

- 34(a) Plant and Machinery when supplied shall be made available and taken at the Departmental equipment shed as mentioned in the annexure and the Contractor shall bear the cost of their carriage from shed to the site of the work and back. **(The Contractor shall arrange his programme of work accordingly to availability of Plant & Machinery and no claim whatsoever will be entertained from him for any delay in supply by Department.)**
- 34(b) The Plant and Machinery as stipulated above will be issued as and when available and if required by the Contractor Rollers when required should be obtained from the Department. The Contractor shall arrange his programme of work according to the availability of Plant & Machinery and no claim whatsoever, will be entertained from him for any delay in supply by the Department.
- 34(c) The hire charge shall be recovered at the prescribed rates from and inclusive of the date on which the Plant and Machinery is made available & up to and inclusive of the date of its return in good order even though the same may not have been working for any cause except for major break down, due to no fault of the Contractor or faulty use requiring more than 3 working days continuously

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(excluding intervening holiday and Sunday) for bringing the Plants in order. The Contractor shall immediately intimate in writing to the Engineer-in-Charge when any Plant or Machinery gets out of order requiring major repairs as aforesaid and binding on the Contractor.

34(d) The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the Plant and Machinery. Based on this if the break down occurs before lunch, the period of major break down will be computed considering half a day's break down on the day of complaint. If the break down occurs in the post lunch period, the period of major break down will be computed starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final & binding on the Contractor.

34(e) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.

34(f) Hire Charges will include service of operating staff required and supply of lubricating oil and stores for cleaning purpose. Power fuel of approved type e.g. fire works and Kerosene oil, for running the Plant & Machinery and also the full time Chowkidar for guarding the Plant and Machinery against any loss or damage, shall be arranged by the Contractor who shall be fully responsible for the safeguard and security of Plants and Machinery. The Contractor shall on or before the supply of Plant & Machinery signed an Agreement indemnifying the Department against any loss caused to the Plant & Machinery either during transit or at the site of work.

34(g) ordinarily no Plant and Machinery shall work more than 8 hours a day inclusive of hour lunch break. In case of a urgent work, however the Engineer-in-Charge may, at his direction, allow the Plant and Machinery to worked for more than normal period of 8 hours a day. In that case the hourly hire charges for over time to be born by the Contractor shall be 50% more than the normal proportionate hourly charges ( $1/8^{th}$  of the daily charges) subject to a minimum of half day's normal charges on any particulars day for working out hire-charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.

34(h) The Contractor shall release the Plant and Machinery every 7<sup>th</sup> day for periodical servicing and / or wash out, which may take about three to four hour or more. Hire charges for full day/shall be recovered from the Contractor for the day of servicing / wash out irrespective of the period employed in serving/wash out.

34(i) The Plant and Machinery once issued to Contractor shall not be returned by on account of lack of arrangements of labour and materials etc on his part. The same will be returned only when they require major repairs or when in the opinion of the Engineer-in-Charge the work of a portion for which the same was issued is completed.

34(j) Log book for recording the hour of daily work for each of the Plant and Machinery supplied to the Contractor will be maintained by the Department and will be attested by the Contractor or his authorized agent daily. In case Contractor contest the correctness of the entire and /or failing to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log book, and will be binding on the Contractor. Recovery on account of hire charge, for road roller

shall be made for the minimum numbers of days worked out on the assumption, that a roller can consolidate per day and maximum quantity of material or area of surfacing as noted against in the annexed statement on page.

34(k) In the case of concrete mixers, Contractor shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.

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- 34(l) The Contractor shall be responsible to return the Plant and Machinery in the same condition in which it was handed over to him and he shall be responsible for all damages caused to the said Plant and Machinery at the site of work or elsewhere when in operation or otherwise or during including damages to or loss of parts and for all losses due to this failure to return the same soon after completion of work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the Contractor and its extent in this regard and his decision shall be final and binding on the Contractor.
- 34(m) In case the road roller for consolidation are employed by the Contractor himself, the log book such roller shall maintained in the same manner as is done in case of Departmental rollers. The maximum quantity of any items to be consolidated for each roller day's shall also be same in annexure to clause for less use of roller recovery or the less roller days shall be made at the stipulated issue rate.

#### **Clause 35: Condition relating to use of asphalted materials**

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

#### **Clause 36. Contractor 'superintendence, supervision technical staff & employees.**

- (i) The Contractor shall provide all necessary superintendence during execution of the work and as long there after as may be necessary for proper fulfilling of the obligations under the Contract. The Contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualification, experience, age, address, and other particulars along with certificates of the Principal Technical representative to be in charge of the work. Such qualification and experience shall not be lower than specified in clause 36(iv). The Engineer-in-Charge shall within 15 days of receipts of such communication intimate in writing his approval or otherwise of such representative to the Contractor. Any such approval may, at any time be withdrawn and in case of such withdrawal the Contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting Authority shall be final and binding on the Contractor in this respect. Such principal Technical Representative shall be appointed by the Contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site within Fifteen days of start of work.

If the Contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said Contractor to appoint such a principal

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technical representative but the Contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the Contractor is not in a position to be so present. All the provisions applicable to the principle technical representative under the clause will also be applicable in such a case to Contractor or his responsible agent. The principal technical representative and/or the Contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative (s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-Charge and or at the site of work as required, to take instruction. Instruction given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the Contractor. The principal technical representative and or the Contractor or his responsible authorized agent shall be actually available at site at least on two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as fully during important stage of execution of works, during recording of measurement of work and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instruction conveyed by the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurement. There shall be no objection if the representative/ agent looks after more than one work and not more than three work in same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily. If the Engineer-in-Charge, whose decision in this respect is final and binding on the Contractor, is convinced that no Technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the Contractor as specified in clause 36 and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement book shall be final and binding on the Contractor. Further if the Contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date a suitable agent appointed and the Contractor shall be held responsible for the delay so caused to the work. The Contractor shall submit a certificate of employment of the technical representative/responsible agent along with every 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 foreman and supervisory as are competent to give proper supervision to the work. The Contractor shall provide and employee skilled, semiskilled and unskilled labour as if necessary for proper and timely execution of the work.

- (iii) ~~(i)~~ The Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove undesirable from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at work site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon possible by competent substitutes.

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

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

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| (i)  | Rs.10 Laes for Civil Work<br>recognized | Graduate or Retired AE- possessing<br>diploma |
| (ii) | Rs 5 Laes for Elect- Mech. Works        |   |

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

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|------|--|---|
| (i)  | More than Rs 5 Laes but less than<br>Rs.10 Laes for Civil Works  |   |
| (ii) | More Than Rs.1 Lakh but less then<br>Rs.5 Laes for Elect- Mech. Works  | Recognized Diploma Holder   |
| (c)  | Discipline for which the Principal<br>Technical Representative should belong                                     | Civil/Elect/Mech.   |
| (d)  | Minimum experience of works  | 10 years  |
| (e)  | Recovery to be effected from the<br>Contractor in the event of not fulfilling the<br>provisions of clause 36.(i) | i)Rs. 10,000/-pm for Graduate<br>ii)Rs.5,000/-pm for Diploma Holder |

**Clause 37**

**Levy/Taxes payable by Contractor**

- i) Sales Tax, Labour cess & VAT ( except service tax) 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. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the 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:**

In pursuant to or under any law, notification or order any Royalty, Cess or the like become payable by the D.D.A. and does not at any time becomes payable by the Contractor to the state Government/Local Authority in respect of any materials used by the Contractor, in the works then in such a case, it shall be lawful to the D.D.A. and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Contractor.

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

**Clause 39:**

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

**Clause 40: If any relative working in D.D.A. such Contractors not allowed to tenders.**

The Contractor shall not be permitted to tender for works in D.D.A. Zone (responsible for award and execution of Contractors) in which any of his near relatives is posted as divisional accountant or as officer in any capacity between grades of C1 and J1 (both inclusive) in the D.D.A. He shall intimate the names of his near relatives, if any who are working as group A or group B & C officer in D.D.A. He shall also intimate the names of these persons who are working with him in any capacity or are subsequently employed by him and near relatives of any groups A or groups B & C officers in the D.D.A. Any breach of this condition by the Contractor would render him liable to action under **Clause-3** of the Agreement. In addition, he would also liable to be debarred form tendering in future in D.D.A.

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

**Clause 41:**

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

**Clause 42:**

- (i) The Contractor shall see that only required quantities of material are got issued. Any such materials remaining unused and in perfectly good condition at the time of completion or termination of the Contract shall be returned to the Engineer-in-Charge at a place where directed, directly by him by notice in writing under his hand if he shall so require. credit for such materials will be given at the prevailing market rate not exceeding the amount charged from him excluding the element of storage charge @ 2.0% levied at the time of issue of materials to him. The Contractor shall also not be entitled to cartage and incidental charges for returning the surplus material from and to the above said stores where these were issued.
- (ii) After completion of the work the theoretical quantity of cement to be used in work shall be calculated on the basis of statement showing quantity of cement to be used in different items of work provided in Delhi Schedule of Rate 2007 with ~~upto date~~ <sup>upto date</sup> Correction Slips. In case any item is executed for which the standard constants for the consumption of cement are not available in the above mentioned statement or cannot be derived, the same shall be calculated on the basis of standard formula to be laid down by the Superintending Engineer of the circle concerned. Over this theoretical quantity of cement shall be allowed a variation upto 3%

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plus minus for work upto the Estimated Cost of which put to tender is less than Rs 5 Lacs and  $\pm 2\%$  for works the Estimated Cost of which put to tender is more than Rs 5 Lacs. The difference of the quantity of the cement actually issued to the Contractor and theoretical quantity including authorized variation, if not returned by the Contractor, shall be recovered at twice the issue without prejudice to the provision of the relevant conditions regarding return of materials governing the Contracts. In the event of it's being discovered that the quantity of cement used is less than the quantity ascertained allowing variation on the minus side (as stipulated above), the cost of quantity of cement not so used shall be recovered from the Contractor on the basis of Stipulated Issue rates and cartage to site.

- (iii) The provisions of foregoing sub-clause shall apply mutandis mutandis in the case of steel section, reinforcement of structural steel (each diameters/section or category shall be considered separately) except that theoretical quantity of the steel shall be taken as the quantity required as per design or as authorized by the Engineer-in-Charge including authorized lap pages plus 3% wastage due to cutting into pieces. Over this theoretical quantity  $\pm 2\%$  shall be allowed as variation due to wastage being more or less.
- (iv) After the completion of the work the actually quantity of cables (other than underground cables) wire conduct/ G.I.S.C.L pipes G.I./M.S. sheets used in the various items of work shall be calculated on the basis of measurements recorded in the Measurement Books for purpose of payment and for assessing the consumption of materials used on works. Over this quantity a variation of 5% plus shall be allowed for wastage of materials during execution in case of cable, wire, conduit pipes/G.I./C.L./SCL pipes and 10% plus in case of G.I./M.S. sheet. The difference in quantity recorded in the measurement book including authorized variation as states above, if not returned by the Contractors, shall be recovered at twice the issue rates plus cartage to site, with out prejudice to the provisions of the relevant condition regarding return of materials governing the Contract.
- (v) After completion of the work the theoretical quantity of bitumen to be used on works shall be calculated on the basis of CPWD statement showing quantity of bitumen to be used in different items of work provided in the Delhi Schedule of Rates 2007. The theoretical quantity of bitumen to be used in the work shall be calculated on the basis of standard formula's laid down by Superintending Engineer of the concerned circle for other then DSR items. Over the said theoretical quantity of Bitumen a variation up to plus (excess) 2.5% shall be allowed.  
The difference in the quantity of bitumen actually issued to the Contractor and the theoretical quantity shall be recovered at Twice the Issue Rate of Bitumen without prejudice to the provision of the relevant conditions in the Agreement regarding return of materials governing the Contract. In the event of it has been discovered that the quantity calculated in the manner aforesaid (no variation) is on the lower side, the cost of quantity of bitumen not so used shall be recovered by the Contractor on the basis of stipulated issued rate  $\div$  cartage thereof up to site.
- (vi) The provision made above are without prejudice to the rights of the Delhi Development Authority to taken action against the Contractor under the condition of the Contractor for not doing the work according to the prescribed specification.
- (vii) The material shall be issued to the Contractor at the place of delivery as mentioned in the schedule. If these are delivered at any other site, the difference due to cartage will adjusted accordingly. The Contractor shall have to cart the materials at his own cost to the site of the work as soon as these are issued. The material shall be issued between the working hours and as per rules of the Delhi Development Authority's Go down as framed from time to time.
- (viii) The Contractor shall bear all incidental charges, storage and safe custody of materials

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- (ix) MS Round bars and For Steel shall be issued in lengths as available in the Stores. No claim on this account shall be entertained.
- (x) The Contractor shall construct suitable godowns at the site of work for storing the materials safe against damages from sun, rain dampness fire, theft etc. He shall also employ necessary watch and ward established for this purpose.
- (xi) Cement bags shall be stored in separate godowns as per typical godowns sketch attached, with pucca floor and weather proof roof and walls. Each godown shall be provided with a signal door with two locks. The key's of one lock shall remain with D.D.A. Junior Engineer-in-Charge of work, and that of the other lock with the authorized agent of the Contractor at the site of work, and that the cement is removed from the godown according to the daily requirement with the knowledge of both the parties. The cement bags shall stacked on proper floor consisting of two layers of dry bricks laid on well consolidated, at a level of at least one foot above ground level. These stacks shall be in rows of 2 bags and 10 bags high with a minimum 2'-0" clear space around. The bags should be placed horizontally continuous in each lines as shown in the accompanying sketch. The day to day receipts and issue accounts of cement shall be maintained by the Junior Engineer-in-Charge and signed daily by the Contractor or his authorized agent (stipulated materials shall not be issued on 2<sup>nd</sup> Saturday, Sunday & ~~Gazet~~ holidays).

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#### Clause 44: Compensation during war like situation

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

In case of work damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer up to Rs.5000/- and by the Chief Engineer for a higher amount. The Contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate, based on the analysis of rates tendered for, in accordance with the provisions of this Agreement. The certificate of the Engineer-in-Charge regarding the quantity of material and the purpose for which they were collected shall be final and binding on all parties to this Contract. Provide always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations.

- (a) Unless the Contractor had taken all such precaution against air-raid deemed necessary by the A.R.P. Officer of the Engineer-in-Charge.
- (b) For materials etc. not on site of the work or for any tools and Plants, Machinery, scaffolding, temporary buildings and other things not intended for the work. In the event of the Contractor having to carry out reconstruction as aforesaid, he shall be allowed such

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extension of times for its completion as is considered reasonable by the Divisional Officer

**Clause 45:**

The Contractor shall deposit royalty and obtain necessary permit for supply of red bajri stone kankar etc. from local Authority.

**Clause 46**

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

**Clause 47: DELETED**

**Clause 48:**

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

**Clause 49: Anti Malaria Measures**

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

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## SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra man-door shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 3 to 1 (1.4 horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 1/2") for ladder upto and including 3m. (10ft.) in length. For longer ladder, this width should be increased at least 1/4" for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching - All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges.

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of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

7. Demolition - Before any demolition work is commenced and also during the progress of the work

- i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned :- The following safety equipment shall invariably be provided

- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
- iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :

- a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher office.
- b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and given indication of their presence.

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- f) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- g) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- h) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- i) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- j) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- k) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- l) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- m) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- n) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- o) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- p) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

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- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard is an individual case will be final.
  - vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :
    - a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
    - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
    - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. An additional clause (viii) (d) of Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product contained lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- i) While lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
  - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
  - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - v) Overall shall be worn by working painters during the whole of working period.
  - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

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vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of DDA

viii) DDA may require, when necessary, medical examination of workers.

ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :

i) a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to operator.

iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not

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wear any rings, watches and carry key or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

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

### 1 APPLICATION

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

### 2 DEFINITION

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

### 3 FIRST-AID FACILITIES

- i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:
  - a) For work places in which the number of contract labour employed does not exceed 50  
Each first-aid box shall contain the following equipments:
    1. 6 small sterilized dressings.
    2. 3 medium size sterilized dressings.
    3. 3 large size sterilized dressings.
    4. 3 large sterilized burn dressings.
    5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
    6. 1 (30ml.) bottle containing salvolatile having the does and mode of administration indicated on the label.
    7. 1 snakebite lancet.
    8. 1 (30 gms.) bottle of potassium permanganate crystals.
    9. 1 pair scissors.
    10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
    11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
    12. Ointment for burns.
  - b) A bottle of suitable surgical antiseptic solution.

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

Each first-aid box shall contain the following equipments:

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

- iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
- vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

#### 4. DRINKING WATER

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

## 5. WASHING FACILITIES

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

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## LATRINES AND URINALS

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

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

- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iii) Construction of latrines : The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed

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inside and outside at least once a year. Latrines shall not be of a standard lower than borehole system

iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.

b) The notice shall also bear the figure of a man or of a woman, as the case may be.

v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.

vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

viii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

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

## 7. PROVISION OF SHELTER DURING REST

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

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

## 8 CRECHES

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

## 9 CANTEENS

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

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

- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

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- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sq.ft.) per diner to be accommodated as prescribed in sub-Rule 9.
- xi)
  - a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
  - b) Washing places for women shall be separate and screened to secure privacy.
- xii) Sufficient tables, stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- xiii)
  - a)
    - 1. There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipments necessary for the efficient running of the canteen.
    - 2. The furniture, utensils and other equipment shall be maintained in a clean and hygienic condition.
  - b)
    - 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
    - 2. A service counter, if provided, shall have top of smooth and impervious material.
    - 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely :
  - a) The rent of land and building

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- c) The depreciation and maintenance charges for the building and equipments provided for the canteen.
  - d) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
  - e) The water charges and other charges incurred for lighting and ventilation.
  - f) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

#### 10. ANTI-MALARIAL PRECAUTIONS

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

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

#### 12. AMENDMENTS

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

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## *Contractor's Labour Regulations*

### 1. SHORT TITLE

These regulations may be called the Contractors Labour Regulations

### 2. DEFINITIONS

i) **Workman** means any person employed by DDA or its contractor directly or indirectly through a sub-contractor with or without the knowledge of the DDA to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:

bi) Who is employed mainly in a managerial or administrative capacity; or

ci) Who, being employed in a supervisory capacity drawn wages exceeding five hundred rupees per month or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature; or,

di) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up, cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.

ii) **Fair Wages** means wages whether for time or piecework fixed and notified under the provisions of the Minimum Wages Act from time to time.

iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a sub-contractor.

iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

3. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

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

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

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

#### 5. **PAYMENT OF WAGES**

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

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- vi) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vii) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf
- viii) All wages shall be paid in current coin or currency or in both.
- ix) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- x) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- xi) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xii) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be a certificate under his signature at the end of the entries in the "Register of Wages" or the "wage-cum-Muster Roll" as the case may be in the following form :  
 "Certified that the amount shown in column No.----- has been paid to the workman concerned in my presence on ----- at ----  
 -----"

#### 6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- i) The wages of a worker shall be paid to him without any deduction of any kind except the following :
  - a) Fines
  - b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

A ONE  
 F ONE  
 C H/L  
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*[Handwritten signatures]*



- d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register
  - e) Any other deduction which the Central Government may from time to time allow
  - ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
- Note :** An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-I.
- iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
  - iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages payable to him in respect of that wage period.
  - v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days, from the date on which it was imposed.
  - vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## 7 LABOUR RECORDS

- i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV).
- ii) The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- iv) **Register of accident** - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars :
  - a) Full particulars of the labourers who met with accident
  - b) Rate of Wages
  - c) Sex

A...ONE  
 I...ONE  
 C...N...  
 OW...N...

24  
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- 12
- d) Age
  - e) Nature of accident and cause of accident
  - f) Time and date of accident
  - g) Date and time when admitted in Hospital
  - h) Date of discharge from the Hospital
  - i) Period of treatment and result of treatment
  - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
  - k) Claim required to be paid under Workmen's Compensation Act
  - l) Date of payment of compensation
  - m) Amount paid with details of the person to whom the same was paid
  - n) Authority by whom the compensation was assessed
  - o) Remarks.

- v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) rules 1971 (Appendix-XI).

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X).

- vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (F&A) rules 1971 (Appendix-XII).
- vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).
- viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) rules 1971 (Appendix-XIV).

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

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

- A2 - As per Ap attached*
- vii) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. **EMPLOYMENT CARD**

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

10. **SERVICE CERTIFICATE**

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

11. **PRESERVATION OF LABOUR RECORDS EMPLOYMENT CARD**

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

12. **POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

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

3. **REPORT OF LABOUR OFFICER**

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

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

4. **APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

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E *ank*  
C *ank*  
CV *ank*

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*[Signature]*  
AE (P)

*[Signature]*  
EE (P)

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

#### 15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by :

- a) An officer of a registered trade union of which he is a member.
- b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
- c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :

- a) An officer of an association of employers of which he is a member.
- b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
- c) Where the employer is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

#### 16. INSPECTION OF BOOKS AND SLIPS

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

#### 17. SUBMISSION OF RETURNS

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

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F ONE  
C NI  
OW NI

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18 AMENDMENTS

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

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F M/L  
C M/L  
CW M/L

✓  
A/T/MS

**REGISTER OF MATERNITY BENEFITS**

Name and address of the contractor -----

Name and location of the work -----

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

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

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

A. ONE  
 F. ONE  
 C. NIL  
 OW. NIL

74  
 51

✓  
 2

✓  
 22/10/

**SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR IN CENTRAL PUBLIC WORKS DEPARTMENT WORKS**

Name and address of the contractor .....

Name and location of the work .....

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

A. ONE  
F. ONE  
C. NIL  
OW. NIL

St D.

h  
AE(P)

EE(P)

**Labour Board**

Name and work -----  
 Name of Contractor -----  
 Address of Contractor -----  
 Name and address of Division -----  
 Name of Labour Officer -----  
 Address of Labour Officer -----  
 Name of Labour Enforcement Officer -----  
 Address of Labour Enforcement Officer -----

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

Weekly holiday -----  
 Wage period -----  
 Date of payment of wages -----  
 Working hours -----  
 Rest interval -----

BLANK  
A2

A Two  
 E ONE  
 C NIL  
 O/W NIL

84  
D1





## Muster Roll

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

Nature and location of work .....

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

1  
2  
3  
4  
5

A...  
 E...  
 C...  
 O...

# Appendix VI

## Register of wages

Name and address of contractor .....

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

Nature and location of work .....

Name and address of Principal Employer ..... Wages Period : Monthly Fortnightly

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

Appendix 'VII'

Wage Card No. -----

Wage Card

Name and address of contractor -----

Date of Issue -----

Name and location of work -----

Designation -----

Name of workman -----  
-----

Month - Fortnight -----

Rate of Wages -----

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

Received from -----  
wages

the sum of Rs. ----- on account of my

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

Signature

~~DI~~ DI

A. P. N. E.  
C. P. N. E.  
C. N. I. C.  
O. V. N. I. C.

- 169 -  
M

Appendix 'VII'

Wages Slip

Name and address of contractor .....

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

Nature and location of work .....

For the Week / Fortnight / Month ending .....

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

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

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

4. Amount of overtime wages .....

5. Gross wages payable .....

6. Deduction, if any .....

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

Initials of the Contractor or his representative

BLANK

A ONE  
E ONE  
C N/A  
OW N/A

# D,

## Employment Card

Name and address of contractor .....

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

Name of work and location of work .....

Name and address of Principal Employer .....

1. Name of the workman .....

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

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

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

5. Wage period .....

6. Tenure of employment .....

7. Remarks .....

Signature of Contractor

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A2

A TWO -  
D ONE -  
C N -  
C D -

SS D1

E(2)

EE(F)

A. R.M.E.  
 C. M.E.  
 C. M.E.  
 C. M.E.

Appendix 'IX'

Service Certificate

Name and address of contractor -----

Name and location of work -----

Name and address of workman -----

Age or date of birth -----

Identification marks -----

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

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

Name and address of Principal Employer -----

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

Signature

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. Willful insubordination or disobediences, whether along or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of CPWD.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.



9. Causing damage to work in the progress or to property of the CPWD or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.

A...TW...  
E...L...  
C...A...  
O...B...

- 20 Holding meeting inside the premises without previous section of the employers.
- 21 Threatening or intimidating any workman or employer during the working hours within the premises.

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AL

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

Nature and location of work -----

Name and address of Principal Employer-----

10



## Register of Advances

Appendix 'XIII'

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer -----

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

A. B. E.  
I. A. E.  
C. N.  
O. A. E.

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

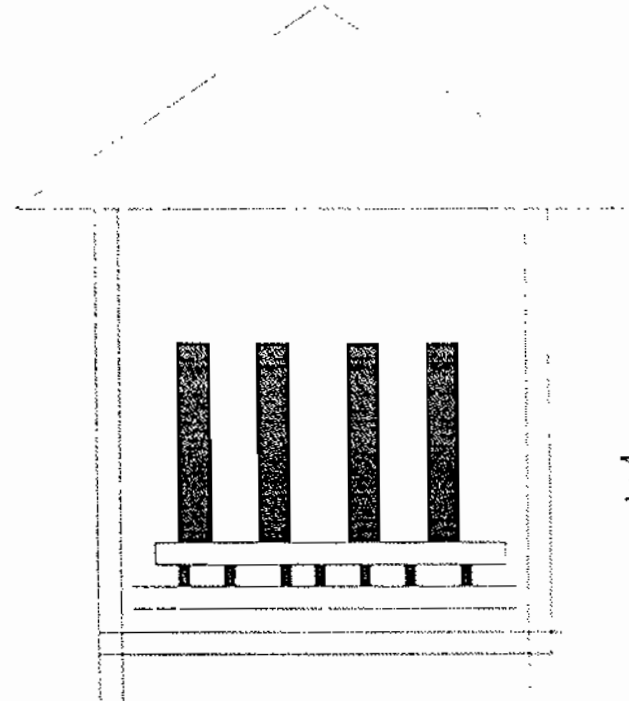
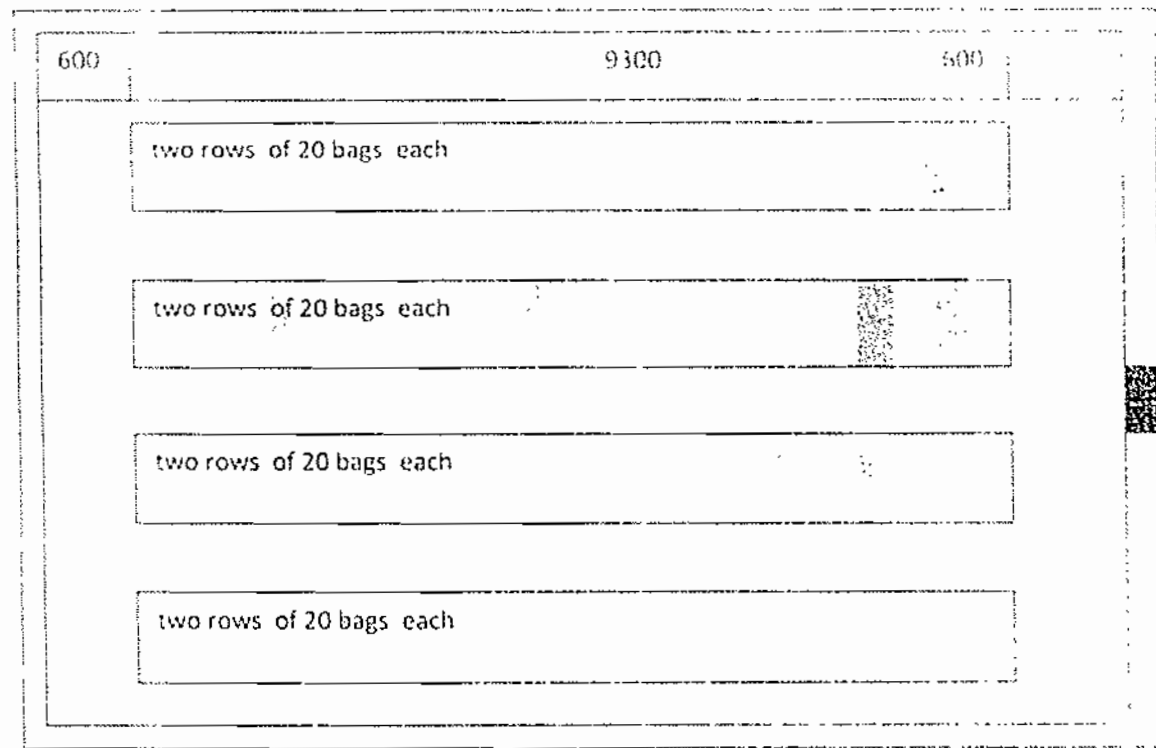
Nature and location of work -----

Name and address of Principal Employer-----

207

A ONE  
 F ONE  
 C M  
 D M

# SKETCH OF CEMENT GODOWN



- 187 A1

27 D1

# SPECIAL CONDITIONS

1. The site for the work is available.
2. Sub-soil water table at work site is reported to be about..... below the general ground level as per soil investigation report. The water level is likely to rise during rainy season, but nothing extra shall be paid for the work under sub-soil water.
- 3.(a) Any modification suggested by the Engineer-in-Charge shall be incorporated in the Bar Chart. It will be ensured by the Contractor that the time schedule laid down in the aforesaid Bar Chart is adhered to. In case of any slippage, the time lost will have to be made good by the Contractor by speeding up the activities. In such case, he shall be bound to follow the revised programme decided by the Engineer-in-Charge. The programme chart should include the following.
  - a) If the Contractor fails to submit the BAR chart, the Engineer-in Charge shall get it prepared at the risk and cost of the Contractor.
- (b) Contractor shall give the Engineer-in-Charge on the 4<sup>th</sup> day of each month, the progress report of the work done during the previous month. The progress of work will be reviewed periodically by the Engineer-in-Charge with the Contractor and shortfalls, if any, will be sorted out. The Contractor shall there upon take such action as may be necessary to bring back his work to schedule without additional cost to the Department.
4. The submission of detailed programme, for approval by the Engineer-in-Charge, or the furnishing of such particulars shall not relieve the Contractor from any of his duties or responsibility under the Contract. This is, without prejudice to the right of the Engineer-in-Charge to take action against Contractor as per terms and condition of the Agreement.
5. In order to adhere the programme, if the work is to be carried out in more than one shift and no claim on this account shall be entertained. Contractor will have to give advance notice in writing to Engineer-in-Charge for executing any work in odd hours i.e. beyond normal working hours between 9 AM to 5 PM. Contractor shall arrange suitable, to and fro transportation for UDA site staff to their residences, in case the site staff is required to stay beyond office hours.
6. Contractor shall be allowed 15 days for mobilization from the date of issue of letter of award for the work. During this period Contractor will mobilize Plant & equipment and complete other preliminaries like approval of quarry, mix design, trial mix etc.
7. (a) The Contractor shall provide and maintain C.G.I. sheet barricading not less than 2.5m in height from ground level duly painted in white and green as required according to the rules. Wherever, compound wall/fencing exists this provision will not be insisted upon. Nothing extra shall be paid for the same.  
 (b) The Contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, marking, flags, lights and flagman as necessary, at either end of the excavation/embankment and at such intermediate points, as directed by the Engineer-in-Charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part. These provisions are in addition to the safety measures already mentioned in PWD-8.
8. Contractor shall provide one signboard of size 3mx5m, displaying name of the Department, and the project, architects, consultant and main Contractor, as approved by the Engineer-in-Charge. Nothing extra shall be paid on this account.

A ONE  
 E ONE  
 C ONE  
 OW ONE

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## TESTING OF MATERIALS

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1) Tests for which no facility available in DDA labs like testing for cement, lime, steel, Timber, water proofing compound, admixtures, aluminium section pipes etc

SLIP A 1 /

i) 75% of the tests to be got conducted in Govt. labs like PWD/CPWD, NTH/ IIT/CRRI/CBRI/NCCB/ RTC / FRI Dehradun

ii) 25% in other approved labs like Sri Ram Institute, Delhi Tests house, Spectro Analytical Lab etc for which uniform allocation to be made.

2) Tests for which facilities are available in Q.C./Zonal lab

i) 75% Tests in field / Zonal lab.  
ii) 15% in Q.C. Lab of DDA  
iii) 10% in other labs preferably in Govt. labs like PWD/CPWD.

3) Where fields test only could suffice:  
like bulking of sand, field density tests, moisture content (field method) etc

i) 100% at site /zonal labs. However, random samples can/shall be collected and sent to Q.C. lab for testing for confirmatory test at the discretion of S.E

- A1
9. Some restrictions may be imposed by the security staff/Delhi Police on the working and for movement of labour, materials etc.
    - i) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent Authority.
    - ii) The Contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
    - iii) No claim whatsoever will be entertained by the Department on account of any restrictions (including temporary suspension of work) imposed by the security agencies in execution of work.
  10. **QUALITY ASSURANCE**

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

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

11.2 The Contractor shall arrange to carry out all tests as required under the Agreement from the laboratories as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing. However, no testing charges will be payable by the Contractor for the tests conducted in DDA laboratories, if the materials passed in testing. In all cases, cost of samples and to & fro carriage shall be borne by the Contractor. Allowing to establish the laboratory at site shall not absolve the Contractor from fulfilling the criteria of getting the test done in independent lab. The decision of the Engineer-in-Charge for allowing any test in the site laboratory or any other laboratory shall be final.

11.3 ~~(a) 75% Tests will have to be conducted in DDA Zonal laboratory and 25% in DDA Central Laboratory at Khelegaon, Shahpur Jat, New Delhi.~~ **AS PER SHEET ATTACHED**

(b) In case there is any discrepancy in frequency of testing as given in the list of mandatory tests and that in individual sub-heads of work as per C.P.W.D. Specifications 1996/Vol. I to VI with Correction Slips ~~1 to 78 to 2002~~ **upto date** for cement mortar, cement concrete & R.C.C. work (higher of two frequencies of the testing shall be followed) and nothing extra shall be payable to the Contractor on this account.

11.4 The quality of cement concrete and RCC shall be tested during the execution of the item of work as prescribed in CPWD Specifications.

11.5 The Contractor shall provide, at no extra cost, at site appliances such as weighing scale, graduated cylinders, standard sieves, slump cones, C.I. or M.S. moulds, caliper, tapes etc. for testing of materials at site of work.

A...T.W...  
 T...T.W...  
 C...ONE  
 OW...M...

AK(P)

EE(P)

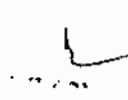

99 DL

AT D1  
 C1

12. Any cement slurry added over base surface or for continuation of concreting for better bond is considered to have been included in the item (unless otherwise specifically stated) and nothing extra shall be payable or extra amount considered in consumption in this account.
13. The earth obtained from the execution of foundation shall be used for filling in plinth sides, under the floors, courtyards and low lying areas etc within the premises as per the direction of Engineer-in-Charge. The Contractor if decided by the Engineer-in-Charge in writing shall dispose the surplus earth outside the premises at the specified location for which extra payment shall be made as per the terms and conditions of the Contract.
14. The registers for cement, reinforcement bars, paints, lead, other material etc., testing and other registers shall be maintained, as required by the Engineer-in-Charge as per format. These registers shall be signed by the Contractor or by his authorized representative and the junior Engineer & Assistant Engineer in charge of the work.
15. Factory made materials shall be procured only from reputed & approved manufacturers or their authorized dealers. List of such approved manufacturers is available at ANNEXURE ~~14-17~~ <sup>237-239</sup>. For the items/materials not appearing in the list, the decision of Engineer-in-Charge shall be final and binding. A<sub>1</sub> D<sub>1</sub>
16. Wherever specialized work is to be executed or materials are to be procured through specialized agencies, their names shall be got approved well in advance from Engineer-in-Charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, Contractor should negotiate with concerned specialized agencies and send their names for approval to Engineer-in-Charge. Any material procured without prior approval of Engineer-in-Charge in writing is liable to be rejected. Engineer-in-Charge reserve his right to get the materials tested in laboratories of his choice before final acceptance. Non standard material shall not be accepted.
17. Contractor shall also submit the names of water proofing specialist along with information about their technical capabilities and list of similar works executed by the specialized agency in the past for the approval of Engineer-in-Charge within 30 days from the date of award of work. The approved specialized agency for the work of water proofing will have to execute a guarantee bond in prescribed proforma enclosed at ANNEXURE ~~12-3-124~~ <sup>245-247</sup> for removing any defects for at least 10 years. Guarantee bond shall be signed by both the specialized agencies as approved by the Engineer-in-Charge and the Contractor to meet their liability under the guarantee bond. However, the sole responsibility about the efficiency of water proofing treatment shall rest with the building Contractor. A<sub>2</sub> D<sub>2</sub>
18. 10% of the cost of water proofing work shall be retained as additional Security Deposit and the amount so withheld would be released after ten years from the date of completion of the entire work under the Agreement. If the performance of the work done is found unsatisfactory and any defects are noticed during the guarantee period, it shall be rectified by the Contractor within seven days of receipt of intimation of defects in the work. If the defects pointed out are not attended within the specified period, the same will be got done by another agency at the risk and cost of the Contractor.
19. The tenderer shall indicate the names of at least 3 specialized agencies with whom they are likely to be associated for sanitary, water supply and electrical works.

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The Engineer-in-Charge reserves the right to select anyone to whom the work could be assigned.

20. The Contractor shall necessarily use the surface vibrator for compaction of concrete in floor slab etc. for placement of concrete at various levels tower crane of appropriate size, capacity and boom length or concrete pump shall necessarily be deployed by the Contractor. However, mechanical hoist can be used by the Contractor for lifting other construction materials.

21. The term machine batched machine mixed and machine vibrated design mix concrete used anywhere in Agreement shall mean the concrete produced in automatic concrete batching & mixing Plant and if necessary transported by transit concrete mixers, placed in position by the concrete pumps and vibrated by surface vibrator/needle vibrator/plate vibrator, as the case may be, to achieve required strength and durability.

(a) The mix design and testing of trial mixes shall be done in any of the laboratories listed below for the approval of Engineer-in-Charge.

(i) National Council of Cement and Building Material, Ballabhgarh.

(ii) C.R.R.L., New Delhi.

(iii) I.I.T. Delhi.

22. The tenderer will indicate the system of centering and shuttering, he proposed to adopt for easy erection and de-shuttering. Based on this system, the type of material to be used in shuttering will be determined.

23. The Contractor shall carry out disc test on all sewer lines and satisfy the Engineer-in-Charge that the lines are absolutely clear. Any obstruction shall be removed by the Contractor without any claim for extras. Decision of the Engineer-in-Charge with regard to disc test and cleaning of the lines shall be final.

24. CONDITIONS OF CEMENT:

(a) The Contractor shall procure 43 grade (conforming to IS : 8112) ordinary Portland cement as required in the work, from reputed manufacturers of cement, having production capacity of 1 million tones or more per annum, such as ACC, L&T, JP Rewa, Vikram, Shree Cement, Birla Jute and Cement Corporation of India, as approved by Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product. Supply of cement shall be taken in 50 Kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the Contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS Codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

(b) The cement shall be brought at site in bulk supply of approximately 50 tones or as decided by the Engineer-in-Charge.

(c) The two cement godowns, one for the untested and the other one for cement that has been tested & approved, of capacity to store a minimum 2000 bags of cement shall be constructed by the Contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of cement godowns. The keys of the one lock shall remain with Engineer-in-Charge or his authorized representative and the key of the other lock shall remain with the Contractor. The Contractor shall be responsible for the watch and ward and safety of the cement godowns and no extra payment shall be paid for the same. The

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Contractor shall facilitate the inspection of the cement godowns by the Engineer-in-Charge or his authorized representatives at any time.

(d) The cement shall be got tested by Engineer-in-Charge and shall be used on work only after test results have been received. The Contractor shall supply free of cost the cement required for testing. The cost of tests shall be borne by the Contractor Department in the manner indicated below:

(i) By the Contractor, if results show that the cement does not conform to relevant BIS codes.

(ii) By the Department, if the results show that the cement conforms to relevant BIS Codes.

(e) Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.

(f) Damaged cement shall be removed from the site immediately by the Contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within three days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the Contractor.

(g) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the Contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Special Conditions at SLNo.30 of the Contract and shall be governed by conditions laid therein. No payment for excess consumption of cement will be allowed. However, for lesser consumption beyond permissible theoretical variation recovery shall be made in accordance with conditions of Contract without prejudice to action for acceptance of work item at reduced rate or rejection as the case may be.

(h) For non-schedule items, the decision of the Superintending Engineering regarding theoretical quantity of cement which should have been actually used, shall be final and binding on the Contractor.

25.

**CONDITIONS OF STEEL:**

i) The Contractor shall procure steel reinforcement of Thermo Mechanically Treated Bars conforming to relevant BIS Codes directly from the main producers i.e. SAIL, TISCO, IISCO and RINL. The Contractor shall have to submit documentary proof to the satisfaction of the Engineer-in-Charge of having procured the steel reinforcement from the main producers. In exceptional circumstances of non-availability of particular diameter for limited quantity and for a limited period, procurement of steel from secondary producers having valid BIS license and having thermex/tempeere Plant for production of TMT bars will be allowed with the prior approval of Chief Engineer in writing and who shall satisfy himself independently about the non-availability of particular diameter of steel for

which request has been made by the Contractor for procurement from the secondary producers. The Contractor shall necessarily produce documentary evidence regarding non-availability of particular diameter of steel from the main producers. In case, of use of TMT bars from secondary producers, reduction in rate of Rs.2.00 (Rupees two only) per Kg from the quoted rate of Item No.....shall be made for the quantity procured from secondary producers and used on the work. The Contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken by the Engineer-in-Charge

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and got tested in accordance with provisions of relevant Specifications. In case, test results indicate that the steel arranged by the Contractor does not conform to the Specifications, the same shall stand rejected and shall be removed from the site of work by the Contractor at his own cost within 7 days of written order from the Engineer-in-Charge to do so.

ii) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more or as decided by the Engineer-in-Charge.

iii) The steel reinforcement shall be stored by the Contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

- iv) For checking nominal mass, tensile strength, bend test, rebend test, etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

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

v) The Contractor shall supply free of charge the test pieces of steel bars required for testing. The cost of tests shall be borne by the Contractor/Department in the manner indicated below:

a) By the Contractor, if results show that the steel does not conform to relevant BIS Codes.

b) By the Department, if the results show that the steel conform to relevant BIS Codes.

vi) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the Contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in Special Conditions at Sl. No. 30 of the Contract and shall be governed by conditions laid therein.

26. The agency shall have to provide cement slurry coating on the reinforcing bars as soon as the same are brought at site of work and shall be stacked on brick/timber platform above 30-40 cm height from ground level. Nothing extra shall be paid on this account.

27. **CONDITIONS FOR WATER:**

- 27.1 If the tube well water is not suitable, the Contractor shall arrange suitable water from municipal or any other source at his own cost and nothing extra shall be paid to the Contractor on this account. The water shall be got tested at frequency specified in latest BIS Code/CPWD Specifications.

28. **Instructions for Composite Contract:**

- a) The tenderer must associate with himself agencies of the appropriate class eligible to tender for the other components individually

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*[Handwritten signatures]*

by It will be obligatory on the part of the tenderer to sign the tender documents for all the components. (The schedule of quantities, conditions and special conditions etc)

The Executive Engineer-in-Charge of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined Estimated Cost put to tender for the composite tender. The Earnest Money will become part of the Security Deposit of the civil work.

On acceptance of the composite tender by the competent Authority the letter of award will be issued by the Executive Engineer in charge of the major component on behalf of the D.D.A.

29. The work of internal electrical installation shall be supervised and monitored by Electrical Wing of D.D.A. The Contractor for the main work shall have to get the electric work done as per direction of Executive Engineer Electrical Division. The measurement part of electrical work shall be done by Executive Engineer, Electrical Division and shall forward to Executive Engineer Civil for incorporation in the bills. The Security Deposit for electrical work shall be released only after a certificate regarding satisfactory completion of work is given by Executive Engineer (Electrical).

30. Conditions for Theoretical Consumption of Materials

For the materials, which are not stipulated issued from the store of Engineer-in-Charge, Clause 42 will not be applicable and following conditions shall apply.

- 30.1) After the completion of the work the theoretical quantities of the following materials, duration of equipment to be used in different items of work shall be calculated on the basis of statement showing quantities of materials to be used in different items of the work, provided in the DSR 2002 with 1 to 3 Correction Slips. In case any of the items is executed for which the standard constants for the consumption of the materials/duration of equipment cannot be derived from the statement, the same shall be calculated on the basis of standard formula to be laid down by the Superintending Engineer of the Circle concerned. Over these theoretical quantities of the materials/duration of equipment shall be allowed a variation upto a percentage as given below. In the event it is being discovered that the quantities of the materials/duration of equipment used is less than the materials/duration of equipment as ascertained as here before said, provided (allowing variation on the minus side as stipulated above). The cost of quantities of the materials and equipments not so used shall be recovered from the Contractor on the basis of double of the market rates. The market rates of such materials/duration of equipment shall be ascertained and to be approved by the Suptdg. Engineer of the Circle concerned and the same shall be final and binding on the Contractor. The above procedure will also be repeated along with each and every running account bill and recovery, if any, shall be made simultaneously.

S.No.	Item	Variation on minus side
1.	Cement	2%
2.	Steel	Nil
3.	Bitumen	Nil
4.	All other Materials	Nil

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- (ii) The provisions made above are without prejudice to the rights of the Delhi Development Authority to take action against the Contractor under the conditions of the Contract for not doing the work according to the prescribed Specifications.
- (iii) The Contractor shall construct suitable Godowns at site of work for storing the materials safe against damages from Sun, Rain, Dampness, Fire, Thefts etc. He shall also employ necessary watch & ward establishment for this purpose.
- (iv) Cement bags shall be stored properly so that it cannot be affected by weather or by any other cause. The day today receipt and issue statement verifiable should be submitted to the Asstt. Engineer daily showing the work done against the cement issued duly signed by the Contractor or his authorized agent. The statement must show the consumption variation as per above Clause(i).
- (v) There will be two or more cement godowns, so that only godown from where cement has been tested and conforming to CPWD Specification can be operated. The godown will not be operated till Test Report of cement is received from Laboratory and conform to CPWD Specifications.
- (vi) The same criteria of test mentioned above shall apply Mutatis-Mutandis in case of other materials brought at site by the Contractor.
- (vii) Cement bags shall be stored in separate godown as per typical godown sketch attached, with pucca floor and whether proof roofs & walls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with DDA's Junior Engineer-in-Charge of work and that of the other lock with the authorized agent of the Contractor at the site of work, so that the cement issued from the godown according to the daily requirement with the knowledge of both the parties. The cement bags shall be stacked on proper floor consisting of two layers of dry bricks laid on well consolidated earth at a level of at least one foot above ground level. These stacks shall be in rows of 2 bags and 10 bags high within minimum 2'-9" clear space around. The bags should be placed horizontally continuous in each line shown in the accompanying sketch. The day to day receipt and issue accounts of cement shall be maintained by the Junior Engineer-in-Charge and signed daily by the Contractor or his authorized agent. Materials will be issued to the Contractor during working hours as per rule of Delhi Development Authority frame from time to time.
- (viii) The Contractor shall bear all incidental charges, storage and safe custody for the materials.
31. All the Services i.e. Sewer, Storm Water Drain and Water Supply shall be designed and got approved from the respective Civic Agencies like D.J.B., M.C.D., Dist com etc. by the Contractor and Hand Over these Services, including Roads & Paths, to the respective Civic Agencies, by getting the Joint Inspection conducted, obtaining Deficiency Estimates
32. **Maintenance of Installations**  
During the progress of the Work, completed portions of the building may be occupied and put to use by the D.D.A., but the Contractor shall remain fully responsible for maintenance of the installations till the entire work covered by the Contract is satisfactorily completed.
33. The Contractor shall be responsible for any activity authorized or unauthorized going on with in the site area handed over to him by Department for Construction, Development, Maintenance or for any other purpose. The Contractor shall also be responsible for informing the Engineer-In Charge in writing, wherever their supervision is essential. Further this not be ground for

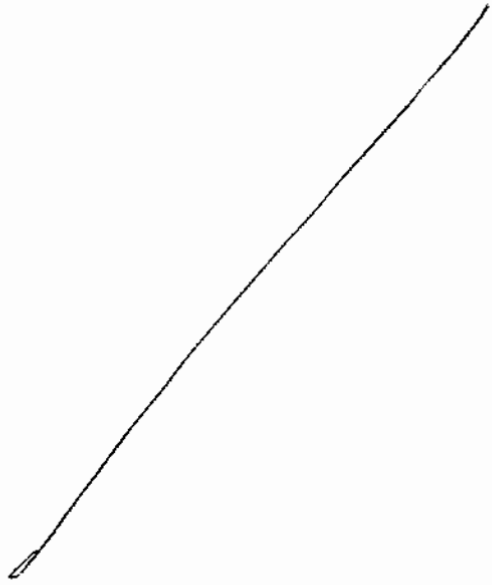
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seeking time extension in completion of the work and/or for claiming any loss and/or damage by the Contractor if at all this clause prepagation completion of work



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## GENERAL SPECIFICATIONS

### 1 Specification:

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

- 1.1 The entire work shall be executed as per CPWD Specifications 1996 Vol.I to VI with Correction Slips <sup>upto date</sup> and Revised CPWD specification 2002 for Cement Mortar, Cement Concrete and RCC works (which supercedes the chapter 3.4 & 5 of CPWD Specifications 1996 Vol. II) and particular Specifications attached herewith, till the date of opening of the tender. However, in case of any discrepancy in the description of any items as given in the schedule of quantities appended with the tender and the specification relating to the relevant item that shall be sorted out as per CPWD Specifications 1996 Vol. I to VI Correction Slips <sup>upto date</sup> and revised CPWD specification 2002 for Cement Mortar, Cement Concrete & R.C.C. work, the former shall prevail over, if the Specification for any items are not available in CPWD Specifications referred above, relevant BIS Specifications shall be followed. In case BIS Specifications are also not available, the decision of the Engineer-in-Charge shall be final.
- 1.2 CPWD Specifications Pt.-I (Int.) 2005 and Pt.II (Ext.) 1994 with upto date Correction Slips for Electrical works shall be followed.
- 1.3 Samples of all building materials, doors and windows fitting, sanitary wares and other articles required for execution of works shall be got approved from Engineer-in-Charge shall only be used. Articles classified as First quality by the manufacture shall be used unless otherwise specified.
- 1.4 The Contractor shall give a performance test such as smoke test/pressure test of the entire installations as per standard Specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the Contractor for the test.
- 1.5 The weep holes, expansion joints, wherever required in S.W. drains, may be provided at suitable intervals as per specification and nothing extra shall be paid on this account.

### 2.0 Brick Work:

- 2.1 Contractor shall procure cement fly ash bricks from the following manufacture as given below:

- (a) Rajghat Power House, New Delhi.
- (b) I.P. Station, New Delhi.
- (c) Badarpur Thermal Power Station, New Delhi.

All mortars shall be mixed in Mechanical mixtures, no hand mixing shall be allowed for mixing of mortar.

### 3.0 R.C.C.

### 3.1 FORM WORK:

#### (a) Cleaning and Treatment of Works:

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

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

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**(c) Stripping Time:**

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

Walls, columns and vertical faces of structural members. 48 hours

**Removal of prop under slab:-**

- a) Spanning upto 4.5 m. 7 days.  
b) Spanning over 4.5m. 14 days.

**Removal of props under beams and arches:-**

- a) Spanning upto 6m. 14 days.  
b) Spanning over 6 m. 21 days.

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

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

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

**2.2 DESIGN MIX ( Ready Mix)**

- a) Design mix ( Ready Mix) concrete shall be used in the work for all structural members. A computerized automatic batching Plant of minimum capacity 150 cum per day ( 8 hours working) shall be installed at site or Ready Mixed concrete with O.P.C. from reputed manufacturer to be approved by Engineer-in-Charge shall be allowed.

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

- b) The minimum quantity of cement for M-25 & M-35 grade R.C.C will be 360 Kg. per Cum. and 378 kg. per Cum. respectively. The Admixtures, complying with I.S. 9103, can be used for improving workability and their performance shall be monitored as per clause 5.5 I.S. 456-2000 and clause 4.1.3 of C.P.W.D. specification 2002. Admixtures should not impair durability of concrete nor combine with the constituent to form harmful compounds nor increase the risk and corrosion of reinforcement. Nothing extra shall be paid for use of admixtures improving the workability of concrete. Nothing extra will be paid for pumping the concrete as well.

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

IS: 456-2000 which are as follows:

M25	-	0.50
M30	-	0.45
M35	-	0.45
M40	-	0.40

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- 3.3 The concrete mix design with and without admixture will be carried out by the Contractor through one of the following laboratories Test houses and ready mix concrete shall conform to accepted design mix.
- (i) IIT, Delhi
  - (ii) National Council for Cement & Building Materials, Ballabgarh
  - (iii) CRRI, Delhi
- 3.4 In the event of all the three laboratories being unable to carry out the requisite design/testing the Contractor shall have to get the same done from any other laboratory with prior approval of the Engineer-in-Charge
- 3.5 The Contractor shall submit the mix design report obtained from any of above approved laboratories for approval of Engineer-in-Charge within 30 days from the date of issue of award letter. No concreting shall be carried out until the mix design is approved.
- 3.6 The cost of packaging, sealing, transportation, loading, unloading, cost of samples and the testing charges for Mix design in all cases shall be borne by the Contractor.
- 3.7
- a) For procurement of ready mix concrete from RMC Plants, the Contractor shall, within 15 days from award of the work, submit list of at least three RMC Plant companies of repute along with details of such Plants including details of transit mixer, pumps etc to be deployed indicating name of owner company, its location, capacity, technical establishment, past experience and text of MOU proposed to be entered between purchaser ( the Contractor) and supplier (RMC Plant) to the Engineer-in-Charge who shall give approval in writing (subject to drawl of MOU ). The Contractor shall draw the MOU with approved RMC Plant owner/company and submit to Engineer-in-Charge within a week of such approval. The Contractor will not be allowed to purchase ready mixed-concrete without completion of above stated formalities for us in this project
  - b) Notwithstanding, the approval granted by Engineer-in-Charge in aforesaid manner, the Contractor shall be fully responsible for quality of concrete including input control, transportation and placement etc.
  - c) The Engineer-in-Charge will reserve right to inspect the RMC Plant at any stage and reject the concrete if he is not satisfied about quality of product. The Contractor should therefore draw MOU/Agreement with RMC owner/company very carefully keeping all terms and conditions/Specifications forming a part of this tender document.
- 3.8 The Engineer-in-Charge reserves the right to exercise control over the:
- (i) Ingredients, water and admixtures procured, stored and to be used in the concrete including conducting of tests for checking quality of Materials, recordings of test results and declaring the Materials fit or unfit for use in production of mix.
  - (ii) Weighing and quantity check on the ingredients, water and admixtures added for batch mixing.
  - (iii) Time of mixing of concrete.
  - (iv) Testing of fresh concrete, recordings of results and declaring the mix fit or unfit for use. This will include continuous control on the workability during production and taking corrective action.
- For exercising such control, the Engineer-in-Charge shall periodically depute his authorized representative at the RMC Plant. It shall be responsibility of the

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Contractor to ensure that all necessary equipment manpower & facilities are made available to Engineer-in-Charge or his authorized representative at RMC Plant.

- 3.9 Ingredients, admixtures & water declared unfit for use in Production of mix shall not be used. A batch mix found unfit for use shall not be loaded into the truck for transportation.
- 3.10 All required relevant records of RMC shall be made available to the Engineer-in-Charge or his authorized representative. Engineer-in-Charge shall as required, specify guidelines & additional procedures for quality control & other parameters in respect of materials and production & transportation of concrete mix, which shall be binding on the Contractor & the RMC Plant.
- 3.11 43 grade OPC (Conforming to IS-8112) of brand/make/source as approved by Engineer-in-Charge shall only be used for production of concrete.
- 3.12 The RMC produced concrete shall be accepted by Engineer-in-Charge at site after receipt of the same after fulfilling all the requirements of mix mentioned in the tender documents.
- 3.13 The item of Design Mix cement concrete shall be inclusive of all the ingredients including admixtures if required, labour, Machinery T&P etc. (except shuttering which will be measured & paid for separately) required for a design mix concrete of required strength and workability. The rate quoted by the agency shall be net & nothing extra shall be payable on account of change in quantities of concrete ingredients like cement and aggregates and admixtures etc. as per the approved mix design.
- 3.14 Ready mix concrete shall be arranged in quantity as required at site of work. The ready mix concrete shall be supplied as per the pre-agreed schedule approved by Engineer-in-Charge.
- 3.15 Precast cover blocks in cement mortar 1:2 mix (1 cement : 2 coarse sand) of about 4x4cm. Section will be placed between form work and reinforcement to achieve uniform and required cover of concrete in slab and beam bottom. For beam side and columns factory made round type cover blocks shall be used.

3.16 **SCAFFOLDING:**

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

**Horizontal pieces:** The holes for horizontal scaffolding pole shall be from outside. The supports shall be sound and strong, tied together with the provided only in header course. The holes in the masonry work for supporting the scaffolding shall be filled and made good before plastering. The contractor shall be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand all loads likely to come upon it. Nothing extra is payable on this account.

Double steel scaffolding having two sets of vertical supports shall be provided for external wall finish, cladding etc. Due care shall be taken by the contractor to ensure the execution of brick masonry walls in plumbs. The outer face of the building shall be kept as true face.

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### 3.17 WOOD WORK:

Wooden shutters as specified, shall be procured from factories as approved by the Engineer-in-Charge and shall conform to relevant IS Code. The Contractor shall inform well in advance to the Engineer-in-Charge the names and address of the factory from where the Contractor intends to procure/get the shutters manufactured. The Contractor will place order for manufacturing of shutters only after written approval of the Engineer-in-Charge in this regard is given. The Contractor is bound to abide by the decision of the Engineer-in-Charge and recommend a name of another factory from the approved list in case the factory already proposed by the Contractor is not found competent to the manufacture quality shutters. Shutters will however, be accepted only if they meet the specified tests.

The Contractor will also arrange stage wise inspection of the shutters at factory by the Engineer-in-Charge or his authorized representative. The Contractor will have no claim if the shutters brought at site are rejected by the Engineer-in-charge in part or in full lot due to bad workmanship/quality. Such shutters will not be measured and paid. The Contractor shall remove the same from the site of work within 7 days after the written instructions in this regard are issued by the Engineer-in-Charge.

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

### 5.0 STEEL WORK:

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

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

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

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

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

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

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

- 5.7 Rates for steel window shall be deemed to exclude the cost of providing M.S. stays and windows fastener of approved type each. The rate of M.S. Grills shall cover all work provided. No distinction shall be made between plain and

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- 6.8 ornamental grills for payment. The grill should be welded along the full length of the structure with M.S. frames of doors & windows.
- 6.9 Welding wherever required in the structure like grill, railing and frames shall be done in full length along the Contract area of the member, tuck welding is not allowed.
- 6.10 **FLOORING:**
- 6.1 All the work in general shall be carried out as per CPWD Specifications.
- 6.2 Only machine cut stone true to shape, size and dimensions etc. as specified shall be used for flooring work. Nothing extra shall be payable.
- 6.3 The ceramic tiles shall be as specified in the item. The tiles shall be of specified colours as shown in the drawings and will be paid in pattern as per architectural drawings. Nothing extra shall be paid for laying tiles in specific pattern. The tiles shall be of first quality of approved make. The Ceramic Floor Tiles shall be of Group-V of approved make.
- 6.4 Proper gradient shall be given to flooring for toilets, verandah, kitchen, courtyard etc. so that the wash water flows toward the direction of floor trap. Any reverse slope, if found, shall be made good by the Contractor by ripping open the floor/grading concrete and nothing extra shall be paid for such rectifications.
- 6.5 The flooring and skirting will be executed as per pattern shown in the Architectural drawings and as per approval of Engineer-in-Charge and nothing extra shall be payable on this account.
- 6.6 Samples of flooring material will be procured well in advance and submitted to the Engineer-in-Charge for approval. Approved samples should be kept at site with the Engineer-in-Charge and the same shall not be removed without written permission of Engineer-in-Charge. No payment whatsoever will be made for these samples.
- 6.7 Kota stone slab flooring shall be laid as per pattern approved by the Engineer-in-Charge. The stone slabs shall be machine cut and size as approved by Engineer-in-Charge.
- 6.8 The rate of items of flooring is inclusive of providing sunk flooring in bathrooms, kitchen etc. and nothing extra on this account is admissible. The flooring is to be laid in pattern of various combinations as per architectural drawings. The flooring in treads and risers of staircase is to be laid in single piece. Nothing extra shall be paid on these accounts. The measurement shall be made for finishing work of flooring.

7.0 **WATER SUPPLY AND SANITARY INSTALLATIONS:**

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

Item	Height above Floor level(mm)	Distance from face of wall(mm)
<b>Bath Room</b>		
Bib Cock	800	200
Shower Rose	2100	500
Stop Cock for Shower Rose.	1100	
<b>W.C.</b>		
Bib Cock	250	100
Other fittings		
Wash basin front Edge	800	
Mirror Bottom	1260	

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Top	1800	
Glass shelf	1050	
Towel Rail	1100	
Kitchen Sink	900	
Kitchen bottom lap	500	200

7.2

The SCLCPVC etc. pipe and G.I. pipe etc. wherever necessary shall be fixed to RCC columns, beams etc. with raw plugs and nothing extra shall be paid for this.

i)The Contractor shall submit completion plans for water supply, internal sanitary installations and building drainage work within thirty days of the date of completion. These plans are to be submitted on drawings prepared preferably by computers (1 original copy plus 3 Photostats) on suitable scales to show the general arrangement and desired details. In case the Contractor fails to submit the completion plans as aforesaid, the Security Deposit shall not be released.

ii)The variation in consumption of material shall be governed as per CPWD specification and clauses of the Contract to the extent applicable.

iii)The pig lead to be consumed for 100 mm, 75mm, SCL pipe joints shall not be less than 0.98kg and 0.88 kg. per joint respectively. However, in case of less consumption of pig lead by more than 5% of quantity of pig lead specified above shall be recovered from the Contractor at market rate to be determined by Engineer-in-Charge whose decision in the matter will be final.

iv)The Contractor shall bear all incidental charges for cartage, storage and safe custody of materials and shall construct suitable godowns, yards at the site of work for storing materials so as to be safe against damage by sun, rain, fire or theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his own cost.

v)Concealed piping or sanitary work shall be carried out with the help of suitable chases to be cut in the wall by chase cutting tools only. In no case haphazard cutting of wall by chisel shall be allowed. After fixing of pipes in chases, the chases shall be filled with cement mortar 1:3 (1 cement : 3 coarse sand) and nothing extra shall be paid on this account.

Sanitary fixtures shall be of the best quality approved by the Engineer-in-Charge. Wherever particular makes are mentioned, the same shall be provided as per the tender specification after approval of Engineer-in-Charge.

vi)All fixtures and fittings shall be provided with all such accessories as are required to complete the item in working condition whether specifically mentioned or not in the Schedule of Quantities, Specifications, elsewhere in this tender document & drawings. The quoted rates shall be deemed to be all inclusive for a complete item fit for use including all materials, labour T&P, specials, equipment, testing & commissioning etc. Accessories shall include proper fixing arrangement, brackets, nuts, bolts, screws and required connections pieces. Nothing extra whatsoever shall be payable on this account.

vii)Fixing screws shall be half round head chromium plated brass screws with C.P. washers where necessary or otherwise as provided in the item.

viii)Porcelain sanitary ware shall be glazed vitreous china of first quality free from warps, cracks and glazing defects and shall conform to IS 2556-1967. Colour of sanitary ware shall be specified or as selected by the Engineer-in-Charge. Nothing extra shall be payable on this account.

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ix) All fittings and fixtures shall be fixed in a neat workman like manner, true to required level and heights and in accordance with the manufacturer recommendations and as per directions of Engineer-in-Charge. Care shall be taken to fix all inlet and outlet pipes at correct positions.

x) Horizontal pipes running along ceiling shall be fixed on structural adjustable clamps of approved design. Horizontal pipes shall be laid to uniform slope and the clamps adjusted to the proper levels so that the pipes fully rest on them and are properly secured.

7.3

**Clamps:**

Structural clamps shall be fabricated from M.S. structural members i.e. rods, angles, channels flats as per detailed drawing or as directed. Contractor shall provide all nuts, bolts, welding material and paint the Clamps with one coat of red oxide and two or more coats of black enamel paint.

Whereas M.S. clamps are required to be anchored directly to brick walls, concrete slabs, beams or columns, nothing extra shall be payable for clamping arrangement and making good with cement concrete 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) or as the mix of element (beam or column) as directed by the Engineer-in-Charge.

7.4

**China Flushing Cistern & European Water Closet:**

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

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

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

7.5

**Flat Back Wash Basin:**

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

7.6

**Unplasticised PVC Pipes & Fittings:**

UPVC pipes and fittings shall conform to IS: 4985 of specified class.

Jointing shall be done as per the manufacturers recommendations. The pipes and fittings must have matching dimensions for a perfect joint.

Loose or excessively tight joints in the system shall not be accepted. Fittings must have sufficient gap (approx. 10mm) for permissible thermal expansion of pipes.

UPVC pipes shall be clamped to the wall with approved type UPVC or Galvanized Iron saddle clamps.

Rates for all items quoted shall be inclusive of all work and items given in the above mentioned Specifications and Schedule of Quantities and applicable for

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the work under floors, in shafts or at ceiling level at all heights and depths. All rates are inclusive of cutting holes and chases in RCC and masonry work and making good the same.

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

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

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

7.7 **Special Fittings:**

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

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

**Measurements:**

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

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

8.0 **WATER PROOFING:**

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

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

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

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#### GUARANTEE BOND:

10 years Guarantee Bond in prescribed proforma attached at Annexure A2.2.5. herewith shall be submitted by the Contractor which shall also be signed by both the specialized agency and the Contractor to meet their liability liabilities under the guarantee bond. However, the sole responsibility about efficiency of water proofing treatment shall rest with the building Contractor.

(Ten per cent) of the cost of water - proofing work shall be retained as additional Security Deposit and the amount so withheld would be released after ten years from the date of completion of the entire work under the Agreement, if the performance of the work done is found satisfactory. If any defect is noticed during the guarantee period, it shall be rectified by the Contractor within seven days of receipt of intimation of defects in the work. If the defects pointed out are not attended within the specified period, the same will be got done from another agency at the risk and cost of the Contractor.

However, the Security Deposit deducted may be released in full against bank guarantee of equivalent amount in favour of Engineer-in-Charge, if so decided by the Engineer-in-Charge.

The Security Deposit against this item of work shall be in addition to the Security Deposit mentioned elsewhere in Contract form.

#### 9.0 FINISHING:

9.1 The work shall be carried out as per CPWD Specifications

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

#### 10.0 CLEANING AND DISINFECTION OF PIPELINES:

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

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

#### 11.0 SPECIFICATIONS FOR WATER SUPPLY, SEWERAGE & DRAINAGE:

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- 11.1 The scope of work comprises supply, laying, installation, commissioning and testing of water supply, sewerage and drainage works including sanitary fixtures and fittings. These works shall be executed as per the Specifications of items attached and (PWD Specifications (1996) Volume I & VI with Correction Slips up I to 18.
- 11.2 All the water supply and sanitary works shall be carried out by the licensed plumbers approved by the local authorities and skilled workman, experienced in the trade.
- 11.3 All the works shall be completely concealed either within shafts or chases and dropped ceilings, unless specifically shown in drawings or required otherwise.
- 11.4 The Contractor shall be responsible for coordinating the work with works of other trades sufficiently ahead of time to avoid unnecessary hold ups. Hangers, sleeves, recesses, etc. shall be left in time as the work proceeds whether or not these are shown in drawings.
- 11.5 Only material of specified make subject to the approval of the sample by Engineer-in-Charge shall be used.
- 11.6 The Contractor shall submit, as directed by the Engineer-in-Charge, samples, manufacturer's drawings, equipment characteristics and capacity, data etc. of all the equipment, accessories, devices etc. that he proposes to use in the installation to the Engineer-in-Charge for approval.
- 11.7 Before the work is handed over the Contractor shall clean all fixtures removing all plaster, stickers, rust stains and other foreign matter leaving every part in acceptable condition and ready for use to the satisfaction of the Engineer-in-Charge.
- (a) All sanitary wares and fittings shall conform to I.S. standards. The Contractor shall submit samples of all fittings and fixtures proposed to be used to the Engineer-in-Charge for his approval. The approved samples shall remain with the Engineer-in-Charge till the completion of the work.
- (b) The G.I. fittings shall be of same grade and specification as prescribed for G.I. pipe. All the workmanship shall conform to Indian Standard Codes of practice. The fixing and finishing shall be neat, true to level and plumb. Manufacturer's instruction shall be followed closely regarding installation and commissioning.
- All fixtures shall be protected throughout the progress of the work from damage. Special care shall be taken to prevent damage and scratching of the fittings. Tool marks on exposed fixtures shall be removed with hot water only after the final completion of the work.
- 12.00 **CERAMIC GLAZED TILES:**
- 12.1 The Agreement item provides for white glazed tiles, coloured tiles, however be used as per the direction of Engineer-in-Charge if these tiles are available at the rate of white glazed tiles. In such case no extra payment shall be admissible.
- All fixtures and accessories shall be fixed in accordance with a set pattern matching the tiles, or interior finish as per architectural requirements. Wherever necessary the fittings centered to dimensions and pattern desired.

#### 12.2 Preparation of surface & laying:

Base concrete or the RCC slab on which the tiles to be laid shall be cleaned wetted & mopped. The bedding mortar shall be as specified in the item of the

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- work. The average thickness of the bedding mortar shall be 20mm while the thickness under any portion of the tiles shall not be less than 10mm
- 12.3 Mortar and tiles shall be laid as per paras 11.15.4.2, 11.15.4.3, 11.15.4.4, 11.15.4.5 & 11.15.4.6 of CPWD Specifications 1996
- 13.00 **GLAZED TILES:**
- 13.1 Work shall be carried out as per item of schedule of quantity and CPWD Specifications 1996 Paras 11.16.1, 11.16.2, 11.16.3, 11.16.4, 11.16.5, 11.16.6
- 13.2 The Agreement item provides for white glazed tiles, coloured tiles, however be used as per the direction of Engineer-in-Charge if these tiles are available at the rate of white glazed tiles. In such case no extra payment shall be admissible.
- 14.0 **EXPANSION JOINTS:**
- 14.1 Expansion joints are to be covered with A.C. sheet as per item of Schedule of Quantity.
- 15.0 **CONSTRUCTION JOINTS:**
- 15.1 The Contractor shall give his proposal for location and treatment of construction joints. The construction joints shall be provided only at places and in the manner as approved by Engineer-in-Charge.
- 15.2 Except where shown otherwise on the drawing, reinforcement shall continue through construction joints.
- 15.3 The foreign matter and balance shall be cleaned properly by compressed air before starting further work.
- 16.0 **PRECASTING WORK:**
- The precast kerb stone as stipulated in the schedule of quantities shall be procured by the Contractor from one of the approved list of manufacturer. Before execution of work, Contractor shall submit Engineer-in-Charge the name of the firms along with their quality assurance system. The Engineer-in-Charge have right to inspect the factories of manufacturer before and during production of precast members. During manufacturing of precise members at least six cubes of size 150mmx150mmx150mm out of the concrete mix shall be casted in the factory of precasting for each day of manufacturing in the presence of representative of Engineer-in-Charge. The three cubes shall be tested after 7 days of casting and balance 3 cubes shall be tested after 28 days of casting. After manufacturing and curing of precast members, and their supply at site, Engineer-in-Charge shall have right to do conduct any non-destructive test on precast members to assure the quality of members if found necessary by tests. However, minimum of one no. non destructive test/rebound hammer test shall be done by Engineer-in-Charge on one precast members out of 500 members/kerb stone so produced and supplied.
- 17.0 **EXTERNAL FINISHING:**
- The external finishing with rough cast plaster shall be done as per CPWD Specification and as per item of Schedule of Quantity and sample of such plaster should be prepared by the Contractor and got approved by Engineer-in-Charge before undertaking mass work.

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Annexure-

List of Approved make of materials.  
(For Civil Works).

Specification brands names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved by the Architect are listed below. However, approved equivalent materials and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the Engineer-in-Charge (also see Conditions of Contract).

S.No.	Materials	Approved Make
1.	POLY-SULPHID SEALANT	PIDILITE, TUFFSAL, CHOKSY CHEMICALS.
2.	T.M.T. STEEL	SAIL, TISCO, RINL, HISCO
3.	STRUCTURAL STEEL SECTIONS	TATA, SAIL, LLOYD METAL, SUPREME
4.	SHUTTERING PLYWOOD	ANCHOR, SWASTIK, KITPLY
5.	ADMIXTURE	FOSTFORC BY M/S. S.G. FOUNDARY AIDS MC BY BAUCHEMIE INDIA PVT. LTD ROFFEE CONSTRUCTION CHEMICAL.
6.	PORTLAND CEMENT (GRADE-43)	L. & T, ACC, J.K., J.P. REWA, VIKRAM, BIRLA JUTE CEMENT CORPORATION OF INDIA, SHREL CEMENT
7.	WHITE CEMENT	J.K. WHITE, BIRLA WHITE
8.	ANODISED ALUMINIUM HARDWARE	ECHE, EVERITE, SIGMA (ISI MARKED) ADARSH, ARAGENT, CLASSIC, ARKEY
9.	BLOCK BOARD COMMERCIAL VENEERED	SITAPUR, DURO, NATIONAL, KIT WOODCRAFT, SWASTIK, JAWALA, JYOTI
10.	FLOAT GLASS	MODIFLOAT, SEINT GOBAIN.
11.	WIRE MESH	STERLING ENTERPRISES, TRIMURTY WELDED MESH
12.	SYNTHETIC ENAMEL PAINT	J & N. BERGER, NEROLAC, ASIAN, I.C.I.
13.	WATER PROOF CEMENT PAINT	SNOWCEM, ACQUCEM
14.	GLAZED CERAMIC TILES	JOHNSON, SOMANY, KAJARIA, BELL CERAMIC.
15.	MARBLE CHIPS.	BARODA, DEHRADOON, UDAIPUR, (AS PER APPROVED SAMPLES).
16.	WATER PROOFING COMPOUND	TAP CRETE, CICO, ACCOPROOF
17.	BITUMEN	LO.C.H.P.C.L., B.P.C.L.

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Annexure-

List of Manufactures of Approved Makes of Materials.

S.No	Materials	I.S. No.	Brand Name	Manufacturer
1.	Vitreous China Sanitary ware	2556	Parry  CERA  Hindustan(Hindware)	F.I.D. Parry(India) Ltd., Madras Madhusudan Industries Ltd. Gujrat Hindustan Sanitary ware & Industries Bahadurgarh
2.	Plastic W.C. Seat	2548	NYCER, Commander Diplomat Bestolite	D.P. Gupta and Co. New Delhi
3.	C.P. Brass Fittings -do-		Jaquar GEM  Dripless	Jaquar Ind.(Pvt. Ltd., Delhi. GEM Sanitary Appliances Pvt. Ltd., Delhi. Dripless Faucets(India) New Delhi.
4.	C.P. Brass Accessories		Parko ESSCO Orient  Ess Ess  Dripless Delta  Lotus	Prakash Brass Work Industries, New Delhi. Ess Ess Bathroom Products Pvt. Ltd. Panchkula Delta Marketing Pvt. Ltd., New Delhi. D.P.Gupta & Co. New Delhi.
5.	Soil Waste & Rainwater Pipes & fittings. a) Sand Cast	1729	NECO  BIC RIF HIF	Nagpur Engg. Co. Nagpur B.C. Foundries Agra Raj Iron Foundries, Agra
6.	G.I. Pipes/M.S. Pipes	1239	TATA. I.T.C.  G.S.T. JINDAL HISSAR	TISCO Tubes Division Jamshedpur, Indian Tube Co. Ltd., Calcutta. Gujrat Steel Tubes Co., Gujrat Jindal Tubes Ltd. Hissar
7.	G.I. fittings (Malleable Cast Iron)	1879(Par t-I to X)	R  KS  UNIK	R.M. Engg. Works, Ahmedabad. K.S. Engg. Works, Ghaziabad Unik Engg. Works Jalandhar
8.	Stoneware Pipes & Gully Trap	651	Perfect, Bhasker	Perfect Potteries Traps, Jabalpur.

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9.	R.C.C. Pipes		Lakshmi Seed & Kamal, Indian Home Pipe	
10.	C.I. Class LA Pipes	1536	Kesoram	Kesoram Spun Pipe & Foundries, Calcutta.
			Electro steel	Electro steel Casting Ltd., West Bengal
11.	C.I. double flanged sluice valves	780	Kirloskar	Kirloskar Bros. Ltd., Pune
			IVC	Indian Valve Co. Ltd., Calcutta
			Burn	Martin, Burn & co. Ltd., Calcutta
12.	PVC PIPE		SUPREME PRINCE, PARKASH, AKG	Supreme Industries Mumbai Selfshine Industries Ltd.
13.	HDPE PIPE		FINOLEX HASTI	Finolex Ind. Ltd., Pune Harvel Irrigation Pvt. Ltd., Delhi
14.	Dash Fasteners		Hifi	
15.	Roof drain fittings, clean out plugs		NEER	Sage Metal Works, New Delhi.
16.	S.F.R.C. Manhole Cover		Arzo, K.K., Moonlight Bee-key, Leader, J.K., GPA, SANTI, SO LOTO	
17.	Brass Stopcock & Bibcock		Leader, J.K., GPA, SANTI SO LOTO.	
18.	Ductile Iron Pipes	8320	Electro Steel Jindal	Electro steel Casting Ltd., Jindal Saw Ltd.
19.	Ductile Iron Special	9522	Electro Steel	Electro Steel

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

1. In consideration of the DDA (hereinafter called "The Delhi Development Authority") having offered to accept the terms and conditions of the proposed agreement between --- and --- (hereinafter called "the said Contractor(s)") for the work --- (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. --- (Rupees --- only) as a security-guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, --- (hereinafter referred as "the Bank") hereby undertake to  
(Indicate the name of the Bank)  
pay to the DDA an amount not exceeding Rs. --- (Rupees --- only) on demand by the DDA.

2. We, --- do hereby undertake to pay the amounts due and:  
(Indicate the name of the Bank)  
payable under this guarantee without any demure, merely on a demand from the DDA stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. --- (Rupees --- only).

3. We, the said bank further undertake to pay the DDA any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, --- further agree that the guarantee herein contained shall  
(Indicate the name of the Bank)  
remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the DDA under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the DDA certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, --- further agree with the DDA that the DDA  
(Indicate the name of the Bank)  
shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the DDA against the said

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contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the DDA or any indulgence by the DDA to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ..... lastly undertake not to revoke this guarantee except  
(Indicate the name of the Bank)  
with the previous consent of the DDA in writing.

8. This guarantee shall be valid upto ..... unless extended on demand by the DDA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

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A. TWO  
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C. NIL  
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## ANNEXURE-.....

**GUARANTEE BOND TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS.**

The Agreement made this .....day of..... Two thousand and .....between.....son of .....(hereinafter called the Guarantor of the one part) and the Delhi Development Authority (hereinafter called the DDA of the other part).

WHEREAS THIS Agreement is supplementary to a Contract (hereinafter called the Contract) dated.....and made between the GUARANTOR OF THE ONE part and the DDA of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said Contract recited completely water and leak- proof.

AND WHEREAS THE GUARANTOR agreed to give a Guarantee to the effect that the said structures will remain water and leak -proof for Ten years to be reckoned from the date after the Maintenance Period prescribed in the Contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak- proof and the minimum life of such water proofing treatment shall be Ten years to be reckoned from the date after the maintenance period prescribed in the Contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- a) misuse of roof shall mean any operation which will damage water proofing treatment, like chopping of firewood and things of the same nature, which might cause damage to the roof;
- b) alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby water proofing treatment is removed in parts;
- c) the decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

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

That if, Guarantor fails to execute the water proofing or commits breach thereunder then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this Supplementary Agreement. As to the amount of loss and or damage and/or cost incurred by the DDA, the decision of the Engineer-in-Charge will be final and binding on the parties.

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 F ...ONE...  
 C ...ONE...  
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IN WITNESS WHEREOF these presents have been executed by the  
Obligor \_\_\_\_\_ and by \_\_\_\_\_ and for and on behalf of the  
Delhi Development Authority, on the day, month and year first above written.

SIGNED, SEALED and delivered by OBLIGOR in the presence of -

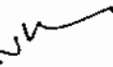
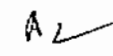
1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED for and on behalf of THE DELHI DEVELOPMENT AUTHORITY by  
\_\_\_\_\_ in the presence of -

1. \_\_\_\_\_

2. \_\_\_\_\_

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A Two  
F ONE  
C NIL  
OW NIL

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# FORM OF SUPPLEMENTARY AGREEMENT

This Agreement made this day the \_\_\_\_\_ 200\_\_ between \_\_\_\_\_ hereinafter, called the First Party which expression shall include his heirs, executors and administrators, their successors and assigns and the Chairman, DDA through \_\_\_\_\_ hereinafter, called the Second Party, which expression shall include his successors and assigns. The terms of the Agreement shall be as under:

1. That this Agreement shall be called as Supplementary Agreement to the Agreement No. \_\_\_\_\_ related to the Construction of \_\_\_\_\_ entered into by the parties to this Agreement.
2. That WHEREAS the First Party has substantially completed the execution of the work described in and covered by the **Schedule 'A'** of Items of the Agreement No. \_\_\_\_\_ and Whereas the items of the work mentioned in the **Schedule 'B'** annexed to this Agreement cannot now be executed, and Whereas both the parties are desirous that the items mentioned in this **Schedule 'B'** annexed to the Agreement should be executed by the First Party at the time of actual handing over of the physical possession of the flats to the Allottees or as and when otherwise desired by the Engineer-in-Charge, it is, hereby, further agreed as under:-
  - a) That the First Party shall and execute the works covered by the items mentioned in the **Schedule 'B'** annexed to this Agreement (in parts) at the rates and as per the terms and conditions of the Main Agreement No. \_\_\_\_\_ whenever called upon to do so by the Second Party.
  - b) That the time period for the execution of entire work covered under **Schedule 'B'** would be \_\_\_\_\_ or as extended from time to time by the Engineer-in-Charge with mutual consent of both the Parties.
  - c) That the First Party shall complete the execution of all the items mentioned in **Schedule 'B'** as well as any other work emanating from the execution of items covered by **Schedule 'A'** under the Original Agreement in a particular flat/ flats within the period fixed by the Engineer-in-Charge, on the receipt of letters written /verbal instructions to that effect from time to time.
  - d) That the total time period specified under Para 'b' shall automatically get reduced, if the Second Party, by virtue of provisions contained in para 'c' instruct the First Party from time to time in a manner which may result in the completion of all the flats before the time so Stipulated therein.
  - e) That the First Party shall have absolutely no claim of whatsoever nature against the Second Party for doing the work mentioned in **Schedule 'B'** annexed to this Agreement as required under sub-clause(a) above, except that to which he would be entitled under the Original Agreement No. \_\_\_\_\_.
  - f) That the First Party shall be liable to execute all other items arising out of the Original Agreement No. \_\_\_\_\_ which in the opinion of the Engineer-in-Charge, are necessary.
  - g) That the Final bills relating to the works cover under **Schedule 'A'** and **Schedule 'B'** shall be prepared independently after the completion of the respective parts of the work as per the terms and conditions of Main Agreement and/or Supplementary Agreement as applicable.

A. ONE  
B. ONE  
C. ONE  
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- h) That on the due execution of this Supplementary Agreement by the parties, the bill of the First Party in relation to the work already done by him under Schedule 'A' of the Original Agreement, if completed in all respects as per the terms and conditions of the Agreement, shall be finalized by the Second Party, subject, however, to fulfillment of all other obligations as per terms and conditions of the Agreement by the First Party, and due payment shall be made to the First Party as per the terms and conditions of the Original Agreement.
- i) Security Deposit for Original Agreement may be released, retaining an amount equivalent to 50% of Security Deposit or 10% of the Tendered Cost of work to be executed under the Supplementary Agreement, whichever is more i.e. Rs. \_\_\_\_\_ as Security Deposit till the completion of work covered by Supplementary Agreement and maintenance period thereafter. The Second Party shall have a right to deal with the said amount of Security Deposit as it thinks proper under the terms and conditions of the Original Supplementary Agreement. Further, on the due execution and completion of this Supplementary Agreement, to the satisfaction of the Engineer-in-Charge, the first party shall be entitled to refund of this amount of Security Deposit relating to the work in question, subject to the right of the Second Party to retain such amount as it thinks reasonable as mentioned in above, soon after the maintenance period, as mentioned in Clause 17 of the Original Agreement, is over.
- j) That during the operation of Supplementary Agreement, the watch and ward of the entire work including that completed under the Original Agreement shall continue to remain the responsibility of the First Party. The First Party shall be paid extra on this account at quoted predetermined rates.
- k) The first party shall be liable to make good any loss or damage to the work executed under both, original as well as Supplementary Agreement during the operation/currency of Supplementary Agreement as well as subsequent maintenance period, for which nothing extra shall be paid to the First Party.
- l) Except as modified by this Agreement, the said Original Agreement No. \_\_\_\_\_ shall remain in Full Force and effect in all respects including Technical Audit, Defect Liability etc.

IN WITNESS WHEREOF THE ABOVE MENTIONED PARTIES HAVE PUT  
THEIR SIGNATURE ON THIS DAY THE-----

Contractor

Executive Engineer

A ONE  
C ONE  
C NL  
OW NL

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TABLE OF MILESTONE(S)

S.No.	Description of Milestone(Physical)	Time allowed in days from date of start	Amount to be withheld in case of non achievement of milestone
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OR

S.No.	Financial Progress	Time allowed in days(from date of start)	Amount to be withheld in case of non achievement of milestone
1.	1/8 <sup>th</sup> (of the whole work)	1/4 <sup>th</sup> (of the whole work)	
2.	3/8 <sup>th</sup> (of the whole work)	1/2 (of the whole work)	
3.	3/4 <sup>th</sup> (of the whole work)	3/4 <sup>th</sup> (of the whole work)	
4.	Full	Full	

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 F. T.M.O.  
 C. N.  
 O.V. H.C.

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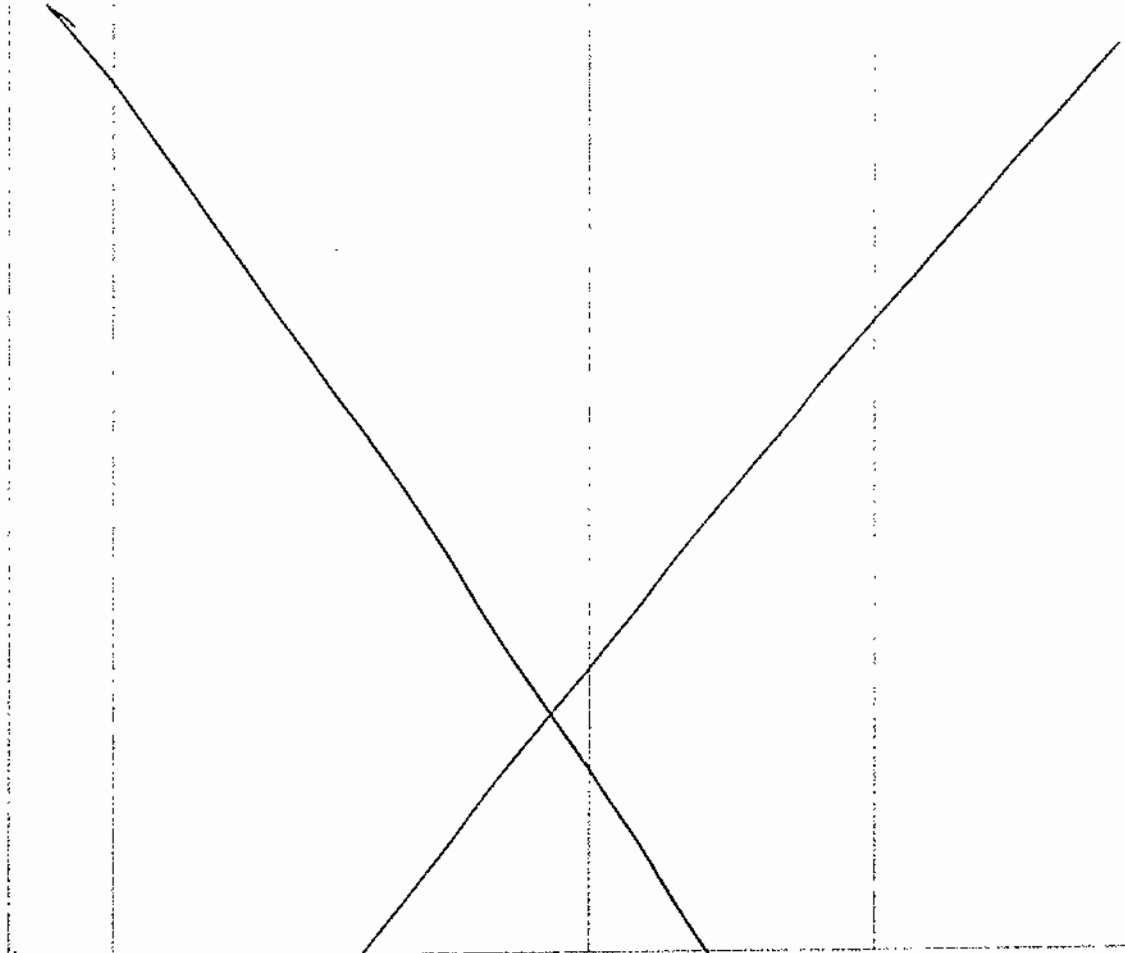
3.

- A  $\text{O.N.E.} + \text{Two} = \text{THREE}$   
 B  $\text{ONE} + \text{ONE} = \text{Two}$   
 C  $\text{ONE} + 3 = \text{THREE}$   
 OW  $\text{ONE}$

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D<sub>1</sub>

-257 (A)

SCHEDULE OF TOOLS & PLANTS TO BE ISSUED  
(ANNEXURE TO CLAUSE 34)

S.No.	Description of Plant & Machinery	Hire Charges P.Day	Place of issue
			

D<sub>1</sub>

A ONE  
E ONE  
C ONE  
OW ONE

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D<sub>1</sub>





## PROFORMA FOR PERFORMANCE BOND

The Agreement made this ..... day of ..... Two thousand ..... between Sh. .... Son of ..... (One part) and the Chairman Delhi Development Authority Hereinafter Called the Delhi Development Authority (of the other part) WHEREAS This Agreement is supplementary to a Contract hereinafter called the Contractor dated, ..... and made between the GUARANTOR OF THIS ONE part and the Delhi Development Authority of other part whereby the Contractor inter alia undertook to a Contract (hereinafter called the Contractor) dated, ..... and made between the Guarantor of this one part and the Delhi Development Authority of the other part whereby the Contractor inter alia undertook to render the buildings and structures in the said Contract received completely water and leak proof AND WHEREAS THE guarantor agreed to give a guaranteed to the effect that the said structure will remain water proofing treatment. Now THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structure completely leak proof and the minimum life of such water proofing treatment shall be Ten years to be reckoned from the date after the maintenance period prescribed in the Contract Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- (a) Misuse of roof shall means any operation which will damage water proofing Treatment like chopping of fire wood and things of the same nature which might cause damage to roof.
- (b) Alteration shall mean construction of an additional story or a part of the roof or construction adjoining to existing roof where by water proofing treatment is remove in part.
- (c) The decision of the Engineer-in-Charge, calling upon him to rectify the defects falling which the work shall be got done by the Department by some other Contractor at the GUARANTOR constant risk. The decision of the Engineer-in-Charge as to the cost payable by the guarantor shall be final and binding. That if Guarantor fails to execute the water proofing or commits breach there under then the Guarantor will immediately the Principle and his successors against all loss damage and or cost incurred by the Delhi Development Authority the decision of the Engineer-in-Charge will be final and binding on the parties.

In Witness where of these present have been executed by the obligator ..... and by ..... and for and on behalf of the Delhi Development Authority on the month and year first above written.

Signed Sealed and Delivered by OBLIGOR in the presence of -

1. ....
2. ....

**SIGNED FOR AND ON BEHALF OF THE DELHI DEVELOPMENT AUTHORITY BY**

.....in the presence of -

1. ....
2. ....

A ONE  
F. ONE  
C. ONE  
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Annexure to Additional condition Clause 34(j) showing quantities of materials of area of road roller of surfacing considered for working out the minimum period for which hire charges are to be recovered "Road work".

S.No	Materials of surfacing	Quantities of area
1	Consolidation of earth Subgrade	1860sqm.
2	Consolidation of sub base with 90m to 45m graded stone metal	42 cu.m
3	Consolidation of wearing coat of stone ballast 7.5 cm To 11.15 cm. Thick	30 cu.m
4	Consolidation of wearing coat of brick ballast 10cm. Thick	60 cu.m
5	Spreading and consolidation of red bajri 6 mm.	1860 cu.m
6	Painting one coat using stone aggregate 13.2 mm nominal size (a) @ 1.65 cum per 100 sqm. And paving bitumen A-90 or S90 (a) 2.25 Kg. per sqm. Or (b) @ 1.5 cum per 100 sqm Bitumen emulsion or road tar @ 1.95 Kg per sqm.	930 sqm.
7	Painting two coats using (a) For first stone aggregate 13.2 mm nominal size. (i) @ 1.5 cum per 100 sqm. With paving bitumen A-90 or S90 (a) Kg./sqm. (ii) @ 1.35 cum/100 sqm. With bitumen emulsion @ 2kg /sqm. Or (iii) @ 1.5 cum/100 sqm With road tar @ 2.25Kg./sqm (b) For 2 <sup>nd</sup> coat, stone aggregate 11.2 mm nominal size 1.0 cu 100 sqm. 100 sqm. With (i) One kg of paving bitumen A-90 or S90 or bitumen emulsion/sqm Or (ii) 1.25 kg of bitumen emulsion per sqm. (a)(ii) 1.25 Kg. of bitumen emulsion per sqm.	600 sqm. 1670 sqm.
8	Repainting with stone aggregate 11.2 mm nominal size 1.5 cum. Per 100 sqm. With (a) 1.95 kg of paving bitumen A-90 or S-90 bitumen emulsion per sqm. Or (b) 1.22 kg of bitumen emulsion per sqm.	1670 sqm.
9	2 cm. premix carpet surfacing using 2.4 cum. Of stone aggregate 11.2 mm nominal size per 100 sqm and binder including tack coat the binder being Paving bitumen S-90 or hot cut back bitumen or bitumen emulsion @ 96 kg/Cum of agg. In specified quantities.	930 sqm.
10	2.5 cm thick premix carpet surfacing using 3 cum of stone aggregate 11.2 mm nominal size per 100 sqm and binder including tack coat the binder being Paving bitumen S-90 or not cut back bitumen emulsion in specified quantities.	930 sqm.
11	4 cm thick concrete surfacing using stone aggregate 3.8 cum. (69% 20mm nominal size and 40% 12.5 mm nominal size) per 100 sqm. And coarse sand 1.98 cum./100 and 50 kg/cum.of aggregate hot cut back bitumen over a tack coat of hot cut back bitumen	460 sqm.
12	5mm nominal size) per 100sqm. And coarse sand 1.90 cum Per 100 and 50 kg. cum. of aggregate hot cut back bitumen over a tack coat of hot cut back bitumen.	370 sqm.

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|-----|---|----------|
| 13. | 6 cm thick bitumen concrete surfacing using stone aggregate<br>§ 8 cum (60% 40mm nominal size and 40% 11.2mm nominal size)<br>per 100 sqm. And coarse sand 2.9 cum Per 100 sqm. and hot cut<br>back bitumen over a tack coat of hot cut back bitumen @ 50 kg.<br>per cum. of aggregate.                                       | 280 sqm. |
| 14. | 7.5 cm bitumen concrete surfacing using stone aggregate 7.3 cum.<br>(60% 50mm nominal size and 40% 40mm nominal size), per 100 sqm.<br>and hot cut back bitumen over a tack coat of hot cut back bitumen,<br>and coarse sand @ 3.6 Cum /100 sqm.  | 230 sqm. |
| 15. | 2.5 cum bitumastic sheet using stone aggregate 1.65 cum.<br>(60% 13.2mm nominal size, 40% 11.2mm nominal size), per 100 sqm.<br>and coarse sand 1.65cum.per 100 sqm. and hot cut bitumen over a<br>tack coat of hot cut back bitumen.   | 230 sqm. |
| 16. | 4 cm bitumastic sheet using stone aggregate 2.6 cum.<br>(60% 13.2mm nominal size, 40% 11.2mm nominal size),<br>per 100 sqm. coarse sand 2.6cum.per 100 sqm. and hot cut back<br>bitumen over a tack coat of hot bitumen   | 560 sqm. |
| 17. | Laying full grouted surface using stone aggregate 40mm nominal<br>size 6.10 cum. per 100 sqm. with binder binding with 20mm to<br>13.2 nominal size stone grit 1.83 cum per 100 sqm., and seal coat<br>of binder and stone grit 11.2 mm nominal size 1.07 cum./100 sqm.<br>the binder being hot bitumen or tar, as specified. | 460sqm.  |
| 18. | Laying full grouted surface using stone aggregate 50mm nominal<br>size 9.14 cum. per 100 sqm. with binder binding with 40mm nominal<br>1.07 cum/100 sqm. the binder being hot bitumen or tar.   | 370sqm.  |
| 19. | 4 cm thick premix macadam surfacing using stone aggregate 25mm<br>nominal size 4.57 cum. per 100 sqm. and hot bitumen binding with stone<br>aggregate 13.2 mm nominal size 1.52 cum per 100 sqm., and seal coat of<br>hot bitumen and stone aggregate 11.2 mm nominal size, 1.07 cum/100sqm.                                  | 560sqm.  |
| 20. | 5cm thick premix macadam surfacing with stone aggr. 25mm nominal<br>size 6.10 cum. per 100 sqm. and hot bitumen binding with stone aggregate<br>13.2 nominal size 1.52 cum, per 100 sqm. and seal coat of hot bitumen and<br>stone aggregate 11.2 mm nominal size, 1.07 cum/100 sqm.  | 460sqm   |
| 21. | Seal coat to premix and with paving bitumen S-90 using 128kg. of bitumen<br>per. cum of sand and 0.75 cubic meter of sand per hundred sq. meter of road<br>surface  | 1860sqm  |
| 22. | Consolidation of granular sub base course with power vibratory roller.  | 133 cum. |
| 23. | Consolidation of CC 1:4:8 base course with power vibratory roller.  | 133 cum. |

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D ONE  
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Site of work shall have a laboratory equipped with the following equipment:

- a) Dumpy level
- b) Balances:
  - i. 7 Kg. to 10 Kg. capacity, semi-self-indicating type, accurate to 10 gm.
  - ii. 500 gm Capacity, semi-self-indicating type, accurate to 10 gm.
  - iii. Pan Balance Type - 5 Kg., accurate to 10gm.
- c) Sieves: as per IS: 460
  - (i) Is Sieves - 450 mm internal dia. of sizes - 100mm, 80mm, 63mm, 50mm, 40mm, 25mm, 20mm, 10mm, 6.3mm, 4.75mm completed with lid and pan.
  - (ii) Is Sieves - 200mm internal dia. (bras frame) consisting of 2.36 mm, 1.18mm, 504microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.
- d) Thermometer.
- e) Steel tapes - 5 m & 30 m.
- f) Density checking instrument i.e moisture meter.
- g) Sieve shaker machine.

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## CONDITION FOR PROCUREMENT AND ACCOUNTING OF BITUMEN

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 shall be open to inspection by Engineer-in-charge or has authorized representative whenever required.

Nothing extra shall be paid for carriage of bitumen to site of work.

The contractor shall procure bitumen of required grade as specified confirming to IS-73-1992 with upto date amendments and other relevant codes from the manufacturers of repute like Indian Oil Corporation Ltd., Hindustan Petroleum Corporation Ltd., and Bharat Petroleum Corporation Ltd. as approved by Ministry of Petroleum Govt. of India and holding license to use ISI certificate mark for their product

### MODE OF PROCUREMENT:

Bitumen/Bitumen emulsion for tack coat shall be brought at site in sealed drum only bearing following marking (legible).

- i) Name of manufactures
- ii) Gross Wt. net Wt. and Tare weight
- iii) Month and Year of manufacture
- iv) Use before
- v) Type and Grade
- vi) Batch Number
- vii) "ISI" Certification and Standard Mark
- viii) Name of Contractor/Supplier
- ix) Serial No. & total Nos. of drums in each batch.

For Providing bituminous surface like Premix etc. the bitumen shall be procured either in sealed drums or in bulk and stored at the hot mix plant site. The drums/container shall bear the marking as mentioned in para above.

The Contractor will produce original challan/voucher for purchase of bitumen and emulsion for IOCL/HPCL/BPCL/HINCOI as a proof of having purchased that material from manufacturer. The voucher/challan shall be returned to the contractor after verification and making necessary endorsement.

Bitumen of Specified grade of 60/70 shall be brought to plant site in one lot for theoretical requirement upto 100 tonnes and in lots of 100 tonnes or more for theoretical requirement or more 100 tonnes. The day to day receipt and issue accounts of bitumen shall be maintained by the Junior Engineer-in-charge and signed daily by the contractor or his authorized agent on the following proforma.

### PROFORMA FOR THE BITUMEN REGISTER RECEIPT

S. No.	Qty Received	Progressive Total	Date of Issue	Qty Issued	Total issued	Balance in hand	Cont's Initial	JE's initial
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E ...ONE...

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1	2	3	4	5	6	7	8	9
Total Qty. Issued on Each Day	Appx. Qty. of Work done on each day	Theoretical requirement of bitumen for work done on each day	Remarks of A.E.E.	Ex-Eng.				
1	2	3	4	5				

When bitumen is issued brought in drums, the same shall be stacked in fenced enclosures to be provided by the contractor at his cost as directed by the Engineer-in-Charge, on side of the roadway. The contractor shall be responsible for the watch and ward and safety of bitumen. The contractor shall facilitate the inspection of bitumen stockyard by the Engineer-in-charge or his representative at any time.

Material shall be kept in the joint custody of the contractor and the representative of the Engineer-in-Charge. The empty container shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge. No heating of bitumen in drums for any purpose whatsoever shall be allowed.

#### SAMPLING AND TESTING

The Contractor shall have to obtain and furnish test certificate issued by manufacturer to the Engineer-in-Charge in respect of bitumen procured by him. The samples shall be collected at discretion of Engineer-in-Charge and got tested as per provisions of relevant IS codes/CPWD specifications from the laboratories approved by DDA.

The contractor shall supply free of charge the material required for testing. The testing charges shall be borne by contractor /department in the manner described below:

- i) By the contractor, if the test results show that the material does not conform to the relevant BIS codes/specifications.
- ii) By the department if the tests result show that the material conforms to the relevant BIS codes/specifications.

In case the test results indicate that the material procured by the contractor does not conform to the relevant BIS codes/specifications, the same lot shall stand rejected and shall be removed from the site of work by the contractor at his own cost within a week time of written order from Engineer-in-Charge to do so.

The bitumen content in bituminous mix shall be checked by conducting the bitumen extraction test conforming to IRC SPN at regular interval. On the completion of work the actual consumption of bitumen shall be worked out based on the design mix formula and the theoretical consumption shall be worked out based on the design mix formula and the actual consumption (based on extraction test as well as MAS account) if found less than theoretical one, the recovery shall be made from contractor for less use of bitumen. However, nothing extra shall be paid if actual consumption so worked out is higher than theoretical consumption. This is without prejudice to action under other relevant clause of the agreement.

A. O. N. E.  
I. O. N. E.  
C. N. I.  
O. W. A. A.

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Bitumen brought to site Hot Mix Plant and bitumen remaining unused after completion work shall not be removed from site without written permission of the Engineer-in-Charge

Site of work shall have a laboratory equipped with the following equipment:

(A) General Equipments:

1. Theodolite
2. Leveling Machine
3. Oven- Electrically operated, thermo-statistically controlled, range upto 200° C, Sensitivity 1°C
4. Balance 20 kg capacity - self indicating time
5. Electronic balance 5 kg capacity accuracy 0.5 gm
6. Water bath - electrically operated and thermo-statistically controlled, sensitivity 1°C
7. Thermometer
  - A) Mercury in-glass thermometer range 0° to 250°C
  - B) Mercury-in-steel thermometer with 50 cm stem, range upto 300°C
8. Electric hot plate
9. Glasswares, spatulas, steel scales, measuring tape, enameled trays, porcelain dishes, plastic bags, chemicals, digging tools like pickaxes, shovels, crow bars etc.
10. Set of IS sieves with lid and pan:
  - 450mm diameter  
75mm, 63mm, 53mm, 45mm, 37.5mm, 26.5mm, 19mm, 13.2mm, 12.5mm
  - 10mm, 9.5mm 6.7mm and 4.75mm size
  - 200mm diameter  
2.36mm, 2.0mm, 1.18mm, 600 micron, 425 micron, 300 micron, 150 micron and 75 micron size
11. Sieve Shaker Machine

(B) Equipments for Soils and Aggregates Testing

1. Atterberg limits (liquid and plastic limits) determination apparatus
2. Compaction testing equipment, 4.5 kg rammers (Heavy compactive efforts)
3. Dry Bulk Density Test apparatus (sand pouring cylinder, tray etc.) complete including sand (Passing 1.0mm and retained on 600 micron)
4. Speedy Moisture Meter complete with chemicals
5. Aggregate Impact Value Test Apparatus

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6. Flakiness and Elongation Test Gauges
7. California Bearing Ratio test apparatus

(C) **Equipments for Emulsion, Bitumen and Bituminous Mixes Testing:**

1. Bay bolt Furl Viscometer
2. Penetrometer with Standard Needles
3. Ring and Ball Softening Point test equipment
4. Centrifuge type bitumen extractor, hand/electrically operated, complete with commercial benzene
5. Marshall stability test apparatus, complete with all accessories
6. 3 m straight edge
7. Camber board
8. Core cutting machine with 10 cm dia diamond cutti

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### SPECIFIC CONDITIONS FOR ENVIRONMENT IMPACT ASSESSMENT

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

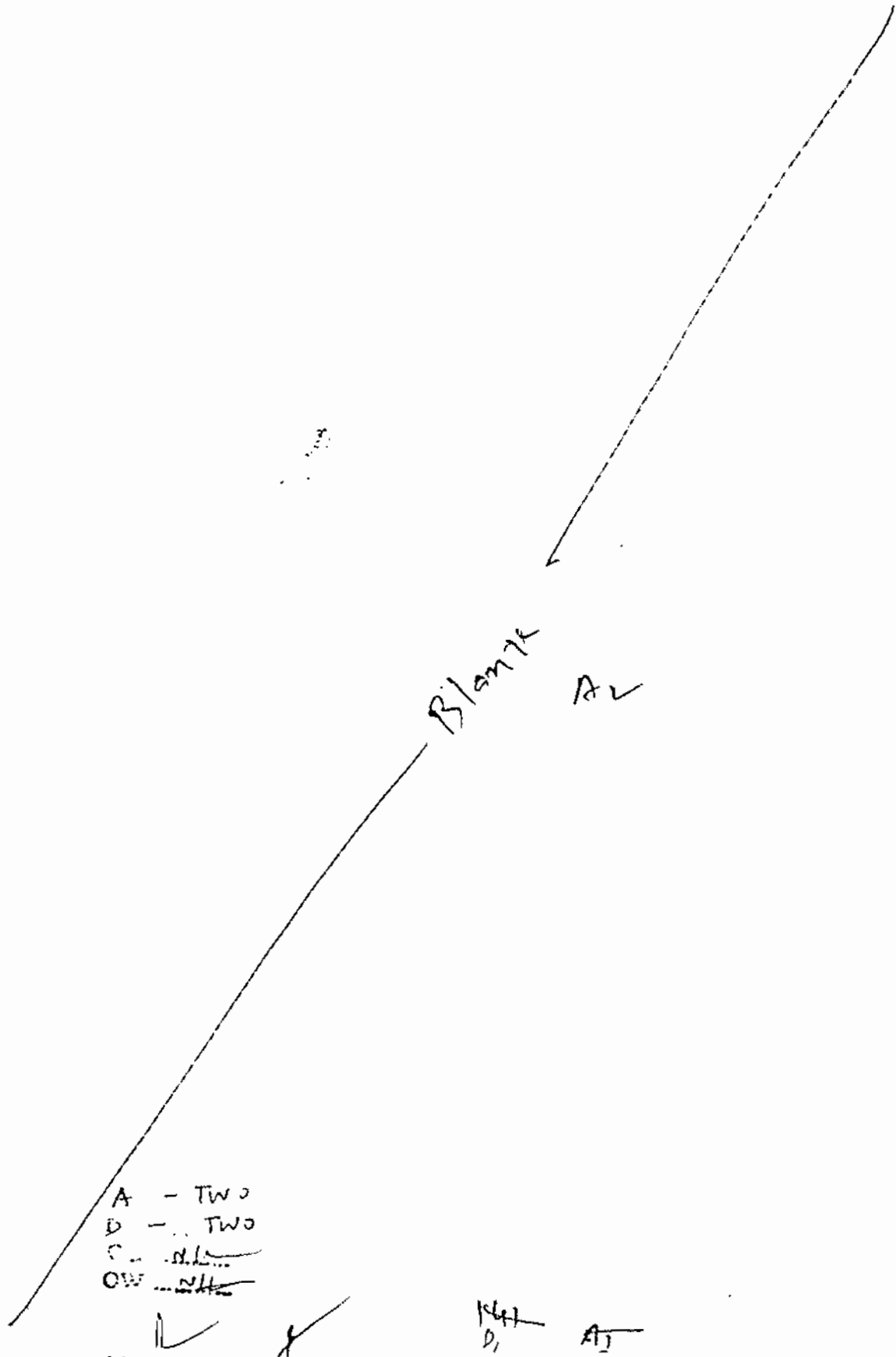
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13. Traffic congestion near the entry and exit points from the road adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.



**NOW: REFURBISHMENT OF TRAINING VENUE FOR AQUATICS, BADMINTON, SQUASH, AND TENNIS AT SIRIFORT SPORTS COMPLEX AND BADMINTON TRAINING VENUE AT SAKET SPORTS COMPLEX FOR COMMONWEALTH GAMES 2010**

**SH: C/O Approach Road to Indoor Badminton Hall at Saket Sports Complex**

S.NO.	DESCRIPTION	QTY	UNIT	RATE(Rs)		AMOUNT	REMARK
				In figure	In words		
1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m.						
	All kinds of soil.	493	100sqm				
2	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the sub grade and disposal of surplus earth lead upto 50 metres.	1025 00	sqm				
3	Rolling with power roller of minimum 8 tonnes for consolidation of excavated earth.	1370	sqm				
4	Supplying and stacking at site						
a	63 mm to 45 mm size stone aggregate.	230	cum				
b	53 mm to 22.4 mm size stone aggregate.	230	cum				
c	Stone screening 11.2 mm nominal size (Type B).	103	cum				
d	Moorum.	53	cum				
5	Laying spreading and compacting stone aggregate of specified sizes to WBM specifications including spreading in uniform thickness, hand picking, rolling with 3 wheeled road / vibratory roller 8-10 tonne in stages to proper grade and camber, applying and brooming requisite type of screening / binding material to fill up, interstices of coarse aggregate watering and compacting to the required density.	360	cum				

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S.NO.	DESCRIPTION	QTY	UNIT	RATE(Rs)		AMOUNT	REMARK
				In figure	In words		
6	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.	29	cum				
7	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size).	22	cum				
8	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement in position to the required line, level and curvature jointed with cement mortar 1:3 (1 cement : 3 coarse sand ) including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm) including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge ( length of finished kerb edging shall be measured payment ). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	43	cum				
9	Providing and laying 80mm thick factory made cement concrete interlocking paver block of compressive strength 350 kg/cm <sup>2</sup> made by block making machine with strong vibratory compaction and of approved size and design/ shape laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with coarse sand etc. all complete as per the direction of Engineer-in-charge.	2305	sqm				

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