

DELHI DEVELOPMENT AUTHORITY
EE/ND-10/ASHOK VIHAR:PH:I:DELHI:52

No. F.40 (Misc.)/EE/ND/2008-09/1088

Dt. 7.12.09

To

The Director (System)
 DDA, Vikas Sadan,
 New Delhi.

Sub.: Uploading of NIT No 07/EE/ND-10/DDA/2008-10 to be opened
on 19-12-2009

Please find enclosed herewith 2 Nos. tenders with full tender documents along with schedule of quantity for uploading the same on DDA website.


 7/12/09
 Executive Engineer
 N.D.-10/DDA

Copy to:-

1. SE/CC-12/DDA, for kind information please.

Executive Engineer
 N.D.-10/DDA

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DELHI DEVELOPMENT AUTHORITY
EE: ND: 10: ASHOK VIHAR; PH: I: DELHI; 52

NOTICE INVITING TENDER NO. 07/EE/ND-10/DDA/2009-10

Sealed item rate tenders are invited for the following works by the Executive Engineer, Northern Division No.10, DDA, Ashok Vihar, Ph.I, Delhi-110052 on behalf of DDA up to 3.00 P.M. from the approved contractors of appropriate class who are registered with DDA, which shall be opened on the same day at 3.30 P.M. at ground floor, Vikas Minar, DDA office New Delhi in the presence of the intending Purchaser or their authorized representatives on the date as indicated below:-

The tender documents can be had on any working day between 11.00 A.M. to 3.00 P.M. on payment as mentioned against each tender (non-refundable) from the office of, Sr.A.O./CAU/NZ/DDA office complex, Ashok Vihar, or sales counter, ground floor, Vikas Minar, New Delhi on production of valid enlistment registration certificate, valid registration with Works Contract Cell of Sales Tax Department of GNCTD and Tax clearance certificate issued by the Work Contract Cell in from-XI. Sale of tender documents will be stopped 4 days (including the date of opening) before the date fixed for the opening of tender documents.

The manner of submission of tenders, opening of the same and entry of contractor's, their authorized representatives to the place of opening shall be as provided in clause-3(a),(b) & (c) of PWD-6 forming part of the tender documents.

The earnest money should accompany with the tenders in the form of cash/FDR/Call Deposit Receipt or Demand Draft of a Scheduled Bank guaranteed by the Reserve Bank of India in favour of Sr. A.O./CAU/NZ/DDA, Delhi. It should however be ensured that FDR is valid for a period of Six Months or more after the last date of receipt of tender

| S. No. | Name of work | Estimated cost | Last date of sale |
|--------|--|----------------------------------|-------------------|
| | | Earnest money | Date of opening |
| | N.I.T. No. | Cost of tender | Time allowed |
| 1. | M/o competed scheme under BGDA (North Zone). SH:- M/o 192 SFS houses and 208 SFS houses Blk. C & D Shalimar Bagh NIT No. 02/EE/ND-10/2009-10. (Re-invited) | Rs.3,91,780.00 | 16.12.2009 |
| | | Rs. 7,836.00 | 19.12.2009 |
| | | Rs. 500.+ DAT @ | 03 Months. |
| | | 4% i.e. Rs. 20/- Total= 520/- | |
| 2 | C/o 5080/4740 EWS houses at Village Siraspur, Delhi Narela Ph.III. SH: Providing and fixing M.S. Board, NIT No. 13/EE/ND-10/2009-10. | Rs. 36,292.00 | 16.12.2009 |
| | | Rs. 726.00 | 19.12.2009 |
| | | Rs. 150.+ DAT @ | 01 Month. |
| | | 4% i.e. Rs. 6/- Total= 156/- | |

7/12/09
 EXECUTIVE ENGINEER, N.D-10/DDA

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No. F.40(106)EE/ND-10/DDA/A/2009-10/1087

Dt. 7.12.09

Copy to:

1. Chief Engineer (NZ)/DDA.
2. SE/CC-12/DDA.
3. Director (PR)/DDA & Director (System)/DDA.
4. Director, System Cell for placing in DDA web site www.dda.rog.in.
5. F.O. to C.E. (NZ)/DDA.
6. Sr.A.O./CAU (NZ)/DDA.
7. Sr.A.O. (W-II)/DDA.
8. All EE/DDA & EE (QC)-IV/DDA.
9. AE(P)/ND-10/DDA.
10. H.C./ND-10/DDA.
11. Secy., DDA contractor' Welfare Association, Barrack No.1, Room No. 12, Vikas Kuteer New Delhi.
12. Secy., DDA contractor' Welfare Association, '18-E Vikas Kuteer, New Delhi.
13. Secy., C.P.W.D. contractor' Welfare Association, Y shape Building, I.P.Estate, New Delhi
14. Delhi contractor's & Builders Association R H.No. 5603 Ch. Prem Raj Bhawan New Chandrawal Ch. Bhim Singh Road, Delhi.110007.
15. Delhi Contractor's Welfare Association D-261B, 3-6, Masjid Moth, NDSE Pt.II New Delhi-49
16. Trans Yamuna DDA Contractor's Association (R) 11-12 Vir Sawarkar Market Budh Bazar, Gandhi Nagar, Delhi-31.
17. All India DDA & MCD contractor's Welfare Association (R) 253, Partap Khand Vishwakarma, Nagar, Delhi-95.
18. Indian Contractor's Builders Association G-80/207 Main Bazar, Laxmi Nagar, Delhi.
19. Delhi Govt. Contractors Welfare Association (R) , Triveny Apartment Near Police Station, Vivek Vihar, Delhi.
20. Security Officer, DDA,
21. Tender Clerk, WD-5, DDA,
22. Tender Clerk, CAU/NZ/DDA, Ashok Vihar, Delhi-52.
23. Notice Board.

7/12/09
EXECUTIVE ENGINEER
ND-10/DDA

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INSTRUCTIONS TO EXECUTIVE ENGINEER

The Executive Engineer may kindly attend the following points before inviting tender.

1. On **Page** ____ of the N.I.T., the materials, unit and stores to be issued to the Contractor are given. These should be verified by Executive Engineer before issue of the N.I.T. after ascertaining the same from Executive Engineer (Stores). Availability of all materials stipulated for issue from stores shall be verified before tenders are called for.
2. The conditions regarding supply of Mixers, Vibrators, Road Roller and other articles of T & P on hire, if considered necessary, should be provided by Executive Engineer before issue of N.I.T. in **Clause 34**.
3. The detailed Structural & Architectural Drawing should be made available to the Contractor at the time of issue of N.I.T.
4. Condition at Sl.No.2 (a) of PWD-6 regarding availability of site on **Page-3** has been provided which Executive Engineer should confirm before issue of Press Tender Notice.
5. Press Notification given at **Page-2** is to be filled up by Executive Engineer before issue of NIT
6. Date and Time and other details are to be filled by Executive Engineer in PWD-6.
7. Executive Engineer should comply the order of the Chief Engineer issued vide no. CE(27)83/WAB/C/9/95 dated 4.1.83 before issuing the tender (Ref 4(a) Section-19 of the CPWD Manual Vol.II).
8. Services plans such as Water Supply, Sewerage, Storm Water Drains etc. are to be got approved from the DJB/MCD by Executive Engineer before taking up the work.
9. Executive Engineer should ensure that the A/A & E/S is accorded for the project or the permission to take up the work in anticipation of A/A & E/S has been given by the Competent Authority before call the tender.
10. The N.I.T has been approved, subject to the above remarks, for **Rs.36,292/-** Executive Engineer shall go through the N.I.T. and in case any discrepancy noticed, should be got corrected from this office immediately.

Note: This page contains Instructions to Executive Engineer, hence should not Form part of tender document/Agreement.

N.B. The figures i.e. rate and amount in column no. 5&6 of schedule of quantities shall not be incorporated for call of tender.

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Certified that this N.I.T. Contains pages 1 to
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EXECUTIVE ENGINEER
Division _____

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DELHI DEVELOPMENT AUTHORITY

PRESS TENDER NOTICE

Sealed Item Rate Tenders are invited for the following work by the Executive Engineer, ND-10/DDA, Ashok Vihar, Delhi upto 3:00 PM on 19-12-2009 on behalf of DDA from approved contractors of appropriate class of DDA, CPWD, Railway, MES & Civil Wing of P & T. The tenders shall be opened on the same day at 3:30 PM at Ground Floor, Vikas Minar, DDA Office, I.P. Estate, New Delhi in the presence of intending purchaser or their authorized representative.

The tender documents can be had on any working day from the office of CAU (North Zone) / Sale Counter, Ground Floor, Vikas Minar between 11:00 AM to 3:00 PM on payment of Rs.156/- for cost of tender (in Cash, Non-refundable) as well as amount of earnest money in prescribed form and on production of valid enlistment registration certificate and valid registration with Works Contract Cell of Sales Tax Deptt. of GNCTD and Tax Clearance Certificate issued by the Works Contract Cell in Form-XI. Sale of tender forms will be stopped 4 days (including the date of opening) before the date fixed for the opening of tender documents.

The manner of submission of tender, opening of the same and entry of contractors, their authorized representatives to the place of opening shall be as provided in clause 3(a), (b) and (c) of PWD-6 forming part of the tender documents.

| | | | |
|----|----------------|---|---|
| 1. | Name of Work | : | C/o 5080/4740 EWS Houses at Village Siraspur, Delhi, Narela Ph-III. |
| | Sub Head | : | Providing and fixing M.S. Boards |
| 2. | Estimated Cost | : | Rs. 36,292/- |
| 3. | Earnest Money | : | Rs.726/- |
| 4. | Time Allowed | : | 01 Month |

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DELHI DEVELOPMENT AUTHORITY

PRESS TENDER NOTICE

PWD-6

NOTICE INVITING TENDERS

DIVISION: ND-10**Sub-Division : --**

Sealed item rate tenders in the prescribed form are hereby invited on behalf of the Delhi Development Authority for the work:-

| | | |
|--------------|---|---|
| Name of Work | : | C/o 5080/4740 EWS Houses at Village Siraspur, Delhi, Narela Ph-III. |
| Sub Head | : | Providing and fixing M.S. Boards |

1. **Estimated Cost: Rs. 36,292/-**
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 at the office of EE/ND-10, Ashok Vihar/CAU(NZ) office/Sale counter, Vikas Minar between 11.00 AM to 3.00 PM every day except on Second Saturday, Sunday and public holidays.
 - (a) The site of the work is available which may be seen before tendering.
 - (b) The **Time Allowed** for carrying out the work will be **One Month** from the 10th day after the date of written orders to commence the work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
3. (a) The tenders shall be placed in sealed covers to be issued by sale counter CAU(NZ)/Sale counter, Vikas Minar superscribed 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 Minar (Ground Floor) for North Zone.
Separate boxes are available for submission of tenders for each day of opening. 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.
 - (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.

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- (c) The tenders will be opened by the concerned Executive Engineer on the date fixed at 3.30 pm at Vikas Minar 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/ND-10/CAU(NZ)/Sale Counter, Vikas Minar between hours of 11.00 AM to 3.00 PM from * to..... * on any working day. Tender documents will be issued during the above mentioned hours on any working day from the office of CAU(NZ)/Sale Counter Vikas Minar on payment of the following amount:-

i)Rs.156/-*in cash as cost of Tender(non refundable)

ii)Earnest Money of Rs 726/- * in cash upto Rs.10,000/- only/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)North Zone, DDA. When amount of Earnest Money is more than Rs.5 lakh, part of Earnest Money is acceptable in the form of Bank Guarantee also. In such case minimum 50% of Earnest Money (but not less than Rs.5 lakh) shall be deposited in the shape as described above & for balance amount of Earnest Money, Bank Guarantee will also be accepted in favour of Sr. AO(CAU)North Zone, DDA.

It shall be ensured that Demand Draft/Fixed Deposit Receipt is valid for a period of Six months or more after the last date of receipt of tender and the same shall be in favour of Sr. Accounts officer,CAU(NZ). No interest shall be paid on Earnest Money as deposited with DDA.

5. 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.
6. 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.
7. The issue of tender form will be stopped four days before (i/c date of opening) the date fix for opening of tender.
8. Each tender must be submitted in sealed cover addressed to Executive Engineer/Northern Division-10.The tender and the proof/receipt of deposited Earnest Money shall be placed in separate sealed envelope, each marked 'Tender' and 'Earnest Money' respectively. In case where Earnest Money in cash is acceptable the same shall be deposited with the cashier, CAU/NZ.
- 8(a) The Contractor, whose tender is accepted, shall execute an Agreement on Rs.50/- stamp paper reiterating his acceptance of the execution of the work on the rate and conditions set in the Contract document.
9. 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:-

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- a) 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.
- b) Security Deposit @ 5% (five percent) of the tendered value of the work by way of deduction from the running bills of the Contractor @ 10% (ten 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.
- c) The earnest money should be @2% of the estimated cost put to tender for all works costing upto Rs.25 Crores and for work costing more than Rs.25 Crores, earnest money should be Rs.50 Lacs plus 1% of the excess over Rs.25 Crores. Earnest money may be deposited with each tender separately. Earnest money shall be deposited in any of the following manner : Cash/Currency Receipt Challan / Deposit at Call Receipt/ Demand Draft of a Scheduled Bank guaranteed by the Reserve Bank of India in favour of Sr. A.O./CAU/North Zone/DDA.
10. The acceptance of a tender will rest with the **EE/ND-10** who does not bind himself to accept the lowest tender and reserve to himself the Authority 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.**
11. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the Contractor who resort to canvassing shall be liable to rejection.
12. All **Rates** shall be quoted on the proper schedule of the Tender(**in figures & words**)
13. Item rate tender containing percentage below/above will be summarily rejected.
- 13(a) 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.
- 13(b) Monthly payment to the Contractor will be made when gross amount of the work done during the previous months is not less than.
- | | |
|--------------------------------|---|
| Amount of Contract | Gross value of work since previous bill should exceed |
| Over Rs.10 lacs Value | Rs.25,000/- |
| Over Rs.2 lacs upto Rs.10 lacs | Rs.10,000/- |
| Over Rs.50,000 upto Rs.2 lacs | Rs. 5,000/- |
| Over Rs.50,000/- | Rs.2,500/- |

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14. 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.
15. 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 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.
16. 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.
17. Sales Tax/VAT or any other Tax on materials in respect of this Contract shall be payable by the Contractor and DDA will not entertain any claim whatsoever in this respect.
- 18.(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.
- 18(b) Cess under the provision of Building and Other Construction Workers' (RE & CS) Act 1996 and the Building and Other Construction Workers' Welfare Cess Act 1996 @ 1% of the cost of Construction/Project shall be deducted at source from the bill paid to the Contractor.
19. 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.
20. The Contractor shall give a list of Non Gazetted DDA employees related to him.
21. 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 two 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 CPWD, MES, Railway, P&T, DDA, NDMC, MCD, DJB and others.

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22. The tender for work shall remain open for acceptance for a period of 60(Sixty) days from the date of opening of tenders. If any, tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the deptt., then the DDA shall without prejudice to any other right or remedy be at liberty to forfeit the 50% amount of the Earnest Money deposited by the Contractor absolutely.
23. 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.
24. Approved and eligible Contractors of CPWD and those of appropriate class of DDA, Railways, P & T, and MES are also eligible to tender (refer press tender notice).
25. 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.
26. The tender for the Composite Work included the Building portion, Sanitary, Water Supply, Drainage Works and Electrical Works.
27. The Tenderer must associate with agencies of the appropriate class which are eligible to tender for Sanitary, Water Supply installation and Electrical Works.
28. 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 |
|--------------|--|----------------------------|------------------|---------|
|--------------|--|----------------------------|------------------|---------|

29. 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.

30. Case of withdrawal of offer

Action to be taken

50% of Earnest Money deposited by the

- (i) If the Contractor withdraw his offer within validity period or makes any modification in the terms and conditions Contractor shall be forfeited absolutely.

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of the Contract, which are not acceptable to the Department.

(ii) If the Contractor withdraw his offer immediately after the award of work.

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

The Earnest Money as well as Performance guarantee deposited by the Contractor shall be forfeited absolutely .

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 is issued to the Contractor. The date of start of the work will be considered as date of taking over the possession of site. In case of tender for supply of material the documentary proof for start of work will be submission of samples for approval to Engineer-in-Charge i.e. in case the supply order is given to the Contractor and he fails to supply the materials or submit the samples to Engineer-in-Charge then the action to be taken against the Contractor is only the forfeiture of Earnest Money and if he submits the samples for supply and there after abandons the work or fails to supply the materials then action under **Clause-2 & 3** is attracted

Signature of Divisional Officer.....

Executive Engineer

Northern Division -10

For and on behalf of DDA, New Delhi

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Name of Contractor.....
 Date of Application & Receipt
 Tender issued onCost of Tender Rs.....
 Tender issued at Vikas Minar/CAU(NZ)/Division Office.

PWD-8

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 | : | C/o 5080/4740 EWS Houses at Village Siraspur, Delhi, Narela Ph-III. |
| Sub Head | : | Providing and fixing M.S. Boards |

(b) Estimated Cost : Rs.36,292/-

(c) Earnest Money : Rs.726/-

(d) Performance Guarantee: 5% of the Tendered value.

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

(f) Time allowed for the work from the 10th day after the date of written order to Commence : One Month

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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 thereof 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 therein and to carry out such deviations as may be ordered up to maximum of 20% 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.....has been deposited 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/Bank Guarantee as Earnest Money as per provisions laid down in para 4 above in favour of Sr. AO/CAU/North Zone. 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 therein & 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 therefrom to any person other than a person to whom I/We are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated theday of200

Signature of Witness

Name of Witness.

Address

.....

Occupation.....

Signature of Contractor

Postal Address

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ACCEPTANCE

The above tender (as modified by you as provided in letters mentioned hereunder) is hereby accepted by Executive Engineer _____/DDA on behalf of the Delhi Development Authority for a sum of Rs. _____ (Rupees _____).

The letters referred to below shall form part of the Agreement.

- (a)
- (b)
- (c)

For and on behalf of Delhi Development Authority

Signature : _____

Name: _____

Designation: _____

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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.f. 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 authorised cashier of CAU(NZ)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 items(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 there of and formal Agreement executed between the Executive Engineer, Delhi Development Authority and the Contractor together with the documents referred to there in 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 of 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 and 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:
- Description of Schedule of Quantities.
 - Particular specification and Special Conditions, if any.
 - Drawings
 - CPWD Specifications
 - 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 1: 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:1(a) Performance Guarantee

- i) The Contractor shall submit an irrecoverable PERFORMANCE GURANTEE 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 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

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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 Receipts or Guarantee bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto (**Annexure II**). 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, within 30 days of the service of notice to this effect by Engineer- in-Charge.
- 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.

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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 of the Item or group of Items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other Contract with the DDA. In case, the Contractor does not achieve a particular Milestone mentioned at **Page ____** or the rescheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time.

Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the Contractor. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the Contractor fails to make up for the delay in the subsequent milestone(s), the amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Clause: 3 When Contract can be determined.

The Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or in respect of any breaches of Contract and without prejudice to any right or remedies under any of the provisions of this Contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing absolutely determine the Contract in any of the following cases:-

- i) If the Contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.
- ii) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitled the court or the creditor to appoint a receiver or a manger or which entitle the court to make a winding up order.
- iii) If the Contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iv) If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such

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- date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Executive-in-charge
- v) If the Contractor persistently neglects to carry out his obligations under the Contract and/or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
 - vi) If the Contractor commits any acts mentioned in **Clause 21** hereof.
 - vii) If the work is not started by the Contractor within 1/8th of stipulated time.
When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the DDA shall have powers:
 - a) To determine or rescind the Contract as aforesaid (of which termination or rescission notice in writing to the Contractor under the hand of 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.

Clauses 3A

In case, the work cannot be started due to reasons not within the control of the Contractor within 1/8th of the stipulated time for completion of work, either party may close the Contract. In such eventually, 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

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notice in writing to the Contractor take possession of (or at the sole desecration 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 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-9 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 **Page 77**.

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

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- 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 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 unit 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 accept for any sum actually released by the sale thereof.

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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.

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

The contractor of the work shall have to enter into a supplementary agreement with executive engineer immediately after the actual date of completion of work for items contained in schedule "A" of the contract. The security deposit for the work of schedule "A" and "B" shall be deducted in accordance with the Para of clause 6(c).

Clause 7

No payment shall be made for a work estimated to cost Rupees 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. 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. 2 lacs and within Six months, if the same exceeds Rs. 2 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

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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, 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

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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 75**, 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 thereof if the same is held in Govt. Securities, the some of sufficient portion thereof being in this cases sold for the purpose.

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

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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 there of 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

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 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

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utilization of the earlier installments to the entire satisfaction of the Engineer-in-Charge. Provided always that provision of the clause 10B shall be applicable only when provided in "Schedule F".

- 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 maintained in working order, (c) hypothecated to the DDA as specified by the Engineer-in-Charge before the payment of advance is released. The Contractor shall not be permitted to remove from the site such hypothecated Plant and equipment without the prior written permission of the Engineer-in-Charge. The Contractor shall be responsible for maintaining such Plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum.
- The Contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amount not recovered from the insurer will be borne by the Contractor.
- iv) The mobilization advance and Plant and Machinery advance in (ii) and (iii) above bear simple interest at the rate of 10% per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the Contractor's bill commencing after first ten per cent of the gross value of the work is executed and paid, on pro rate percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time 80% of the gross value of the Contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.
- v) If the circumstance are considered reasonable by the Engineer-in-Charge the period mentioned in (ii) and (iii) for request by the Contractor in writing for grant of mobilization advance and Plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.

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- vi) The said bank guarantee for advances shall initially be made for the full amount and valid for the Contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

Clause 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 collecting agents.

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 1 to VI with 1 to 18 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

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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 2002 with 1 to 3 Correction Slips 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 Delhi 2002 with 1 to 3 Correction Slips plus/ minus percentage which the total tendered amounts bear to the Estimated Cost of the entire work put to 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.1 (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.

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- (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..to.....** 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 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

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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 were 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 deputed & Chief Engineer Quality Control 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

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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 other 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 thereof 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 thereof no payment or allowance shall be made for such work or the materials with which same was executed.

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

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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 there of or of a sufficient portion there 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 is 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.

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 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 expanses may be deducted from any money due to the Contractor or otherwise and/or from his Security Deposit or the proceeds of sale there of or a sufficient portions there of.

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

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recover such amount or any part there of, 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 there of by deducted 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. Except on the written request of the contractor and upon his giving the D.D.A full security for all costs for which he might become liable in contesting such claim.

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 - (Regulation of employment and Condition of service) Act, 1996 of Govt. of India as notified by the govt. of NCT of Delhi vide notification No. DLC/CLA/BCW/01/19 dt. 10.1.2002 which inter-alia provides that a Cess @ 1% of he 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 panel 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:

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- (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 al 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 form 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 form 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 form 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/3436 dt 11.09.07 or as amended or recommended from time to time.
- (f) Vis-à-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 there of shall be deemed to be a breach of this Contract.

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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 there with. 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 on behalf of the Contractor.

Clause 19 D: Statement of Staff employed by Contractor

The Contractor shall by the 4th and 19th 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 she given notice that she expects to be confined or, at the rate of rupees one only day whichever is greater.

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- (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.

Register of Maternity Benefit (Clause 19 F of the conditions of Contract)

Name and address of the Contractor(s)

Name and location of work,

| <u>Name of Employee</u> | <u>Father's/ Husband's Name</u> | <u>Nature of Employment</u> | <u>Period of Actual Appointment</u> |
|-------------------------|---------------------------------|-----------------------------|-------------------------------------|
| (1) | (2) | (3) | (4) |

Date on which notice of Confinement given

(5)

Date of which maternity leave commenced and ended

| <u>Date of Delivery/ Miscarriage</u> | <u>In case of Delivery Commenced</u> | <u>Ended</u> | <u>In case of miscarriage Commenced</u> | <u>Ended</u> |
|--------------------------------------|--------------------------------------|--------------|---|--------------|
| (6) | (7) | (8) | (9) | (10) |

Leave pay paid to the Employee

In case of Delivery

In case of Miscarriage

| <u>Rate of leave pay</u> | <u>Amount paid</u> | <u>Rate of leave pay</u> | <u>Amount paid</u> | <u>Remarks</u> |
|--------------------------|--------------------|--------------------------|--------------------|----------------|
| (11) | (12) | (13) | (14) | (15) |

Specimen form of the Register regarding maternity benefit admissible to Contractor's labour in Delhi Development Authority work.

- Name of the work Name of Contractor
- Name of the woman and her husband's name
- Designation 4. Date of appointment.....
- Date with Month & Year in which she is employed

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6. Date of discharge/dismissal, if any
7. Date of production of certificate in respect of pregnancy.....
8. Date on which woman informs about expected delivery.....
9. Date of delivery/miscarriage/death
10. Date of production of certificate in respect of delivery/miscarriage.....
11. Date with the amount of maternity/death, death benefit, if paid in advance of expected delivery.....
12. Date with the amount of subsequent payment of maternity benefit.....
13. The name of the person nominated by the women to receive the payment of the maternity benefit after her death
14. If woman dies, the date of her death, the person to whom Maternity benefit amount was paid, the month thereof and the date of payment.
15. Signature of the Contractor authenticating entries in the register
16. Remarks column for the use of inspecting officer

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, filling 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 to as "The said Rules", **the Engineer-in-Charge shall have power to give notice in writing to the Contractor (s) requiring that the said rules be complied with and the amenities prescribed 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

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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 Contractor(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 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 (here 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 @.2.7sqm. (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 x1.5M)(6'x5.0') 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.

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- 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 throughout the period of their occupation the tents remain water tight. The contractor shall provide a proper ventilation. All doors, windows and ventilators shall be provided with suitable lock for security.
- (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.

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.**

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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**.

Clause 21:

Work not to be sublet Contract may be rescinded and Security Deposit forfeited for sub-letting, 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

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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 design or any alleged patent or design rights and shall pay any realities 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 (1) 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

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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 with holding 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. 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/some over paid, not 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

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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 with-held 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 its original condition after the wells are dismantled on completion of the work.

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 to binding on the Contractor.**

Clause 33: Return of surplus materials

Notwithstanding any thing 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

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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

The Plant and Machinery as per annexure (at page 76) 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
(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

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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 (1/8th 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 7th 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 or 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 bidding 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 73 to 74.**
- 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.
- 34(l) Te 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

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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 Engineering-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 form 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

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a principal 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 its 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) 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

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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.

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 Lacs for Civil Work | Graduate Civil Engineer or retired AE possessing recognized Diploma in Civil Engineering. |
| ii) | Rs.5 Lacs for Elect /Mech. Works | Recognized Diploma Holder in Civil Engineering with 5 years experience. |

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

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

Clause 37

The whole work may be split up between two or more Contractors or accepted in part and not in entirely if considered expedient.

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.

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

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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 CE and J.E. (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 2002 with 1 to 3 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 can not 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% plus/minus for work upto the Estimated Cost of which put to

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tender is less than Rs.5 Lacs and 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 2% plus/minus 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.I. 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.I./SCI. 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 2002 with 1 to 3 Correction Slips. 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 + cartage thereof up to site.

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- (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
- (ix) M.S. Round bars and Tor 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 go downs 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 form 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, 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'-9" 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 2nd Saturday, Sunday & Gazette 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

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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 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 'howdies', 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.

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that can not be safely done from the ground or from solid construction except such short period works as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying

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material as well, suitable foot-holds and hand-holds shall be provided on the ladder and ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1($\frac{1}{4}$ horizontal and 1 vertical).

2. Scaffolding or Staging more than twelve feet above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside ends thereof with only such opening as may be necessary for the delivery of the 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 stair ways should be so constructed that they should not sag unduly or unequally and if the height of the plate form or the gangway or the stairway is more than 12 feet above ground level or floor level, they should be closely boarded and should have adequate width and should be suitable fastened as described in (2) above
4. Every opening in floor of a building or all working platforms shall be provided with suitable means to prevent the fall of persons or materials. The opening can be protected by providing suitable fencing or railing whose minimum height shall be 3'-0" (90cm)
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 30 feet (9m) in length, while the width between side rails in hung ladder shall in no case less than 11 $\frac{1}{2}$ " (29 cm), for ladder up to and including 10 feet (3.05m) in length. For longer ladder this width should be increased at last $\frac{1}{4}$ " (6mm) for each additional foot of length. Uniform step spacing shall not exceed 12" (30 cm). Adequate precautions shall be taken to prevent danger from Electrical equipment. The materials on any of the site of work shall not be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses to defense of every suit, action or other proceeding at law that may 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 proceeding to any such person or which may, with the consent of the Contractor, be paid to compensate and claim by any such person.
6. **Excavation and Trenching:-**
All trenches four feet more in depth, shall at all times be provided with at least one ladder for 100 feet /30 m in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 3 feet (90 cm) above the surface of the ground. The side of the trenches which are 5'-0" (1.5 Mt) 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 to collapse. Excavated materials shall not be placed within 5 feet (1.5m) 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 under cutting shall done.

7. Demolition:

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Before any demolition works is commenced and during the progress of the work following safety measures shall be taken.

- (a) All roads and open areas adjacent to the work site shall either be closed or suitable protected.
- (b) No Electric cable or apparatus which is liable to be source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (c) 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 equipments, as considered adequate by the Engineer-in-Charge, should be kept available for the use of the persons 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 equipments shall invariably be provided.

- (a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (b) 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.
- (c) Those engaged in welding works shall be provided with welder's protective eyes shields.
- (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in Sewers, Storm water piped drains and manholes, which are in active use, the Contractor shall ensure that the following safety measures are adhered to:-
 - (i) Entry for workers into the line shall not be allowed except under supervision of the J.E or any other higher officer.
 - (ii) At least 5 to 6 manholes at upstream and downstream should be kept open for at least 3 to 4 hours before any man is allowed to enter into the manhole for working inside.
 - (iii) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and gives indication of their presence.
 - (iv) 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.
 - (v) Safety belt with rope should be provided to the workers. While working inside the manhole, such rope should be handed by two men standing outside to enable him to be pulled out during emergency.
 - (vi) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning sign should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - (vii) 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.

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- (viii) No smoking or open flames shall be allowed near the blocked manholes being cleaned.
 - (ix) Workers should not be allowed to work inside the manhole continuously. They 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.
 - (x) Gas mask with oxygen cylinder should be kept at site for use in Emergency.
 - (xi) 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 water proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - (xii) The workers engaged for the cleaning the manholes and sewers should be properly trained before allowing to work in the manhole.
 - (xiii) The workers shall be provided with Gumboots or non sparking shoes, bump helmets and gloves, non-sparking tools, safety lights and gasmasks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - (xiv) Workman descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole wall.
 - (xv) If a man has received a physical injury he should be brought out the sewer immediately and adequate medical aid should be provided to him.
 - (xvi) 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, in an individual case, will be final.
9. 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. Where ever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.
- (i) No paint containing lead or lead products shall be used except in the form of paste or ready – made paint.
 - (ii) Suitable face masks should be supplied for use by the workmen when paint is applied in the form of spray on a surface having lead paint is dry rubbed and Scrapped.
 - (iii) Overalls equipments (all safety equipments) shall be supplied by the Contractors to the Workmen when paint is applied in the form of spray on a surface having lead paint dry rubbed and scrapped.
 - (iv) Overalls shall be supplied by the Contractors so the workmen and adequate facilities shall be provided to enable the working painters to wash during the execution of works.
 - (v) White lead, Sulphate of lead, or product containing these pigments shall not be used in painting operation except in the form of pastes or paint ready for use.
 - (vi) Precautionary measures shall be taken whenever required to prevent damage arising from the application of a paint in the form of pastes or paint ready for use, in the form of spray

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- (vii) Precautionary measures shall be taken whenever required in order to prevent danger arising out from dust caused by dry rubbing down and scrapping.
- (viii) Overalls shall worn by working painters during the whole working period.
- (ix) Suitable arrangement shall be made to prevent clothing put on during working hours being spoiled by painting materials.
- (x) Cases of lead poisoning and suspected lead poisoning shall be notified and subsequently verified by medical man appointed by the competent Authority of D.D.A.
- (xi) The D.D.A. may require necessary medical examination of the workers.
- (xii) Instruction 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 drawing, all necessary equipments should be provided and kept ready for use and all necessary steps to be 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 sustained during the course of work.
- (11) Use of hosting machines and tools including their attachments, anchorage and supports shall conform to the following standards or conditions.
 - (i)(a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall 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 gives signal 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 having all gears referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions 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 Contractor 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 safeguard. Hoisting appliance should be provided with such means as will reduce to the minimum risk of accidental decent of the load. Adequate precautions should be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installation which are already energized,

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insulating mask, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any ring, watches and carry keys or other materials which are good conductors of electricity.

- (13) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is 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 the compliance of the safety code shall be named there in 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 Authority or their representative.
- (16) Notwithstanding the above Clause (1) to (15) there are nothing in these to exempt the Contractor from the operating 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

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These rules shall apply to all building and construction works in charge of Delhi Development Authority in which Twenty or more workers are ordinarily employed in any day during which the Contract work is progress.

2. Definitions

“Work place” means a place where at an average fifty or more workers are ordinarily employed in connection with construction work.

“Large work place” means a place where at an average 500 or more workers are ordinarily employed in connection with construction work.

3. First Aid Facilities:

- (a) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first aid appliances including an adequate supply of sterilized dressing cotton wool. The appliances shall be kept in good order and in large work place, they shall be placed under the charge of a responsible person who shall be readily available during working hours.
- (b) At large work place where hospital facilities are not available within easy distance from the work, First Aid posts shall be established and run by a trained compounder.
- (c) Where large work place are at remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.
- (d) Where large work places are situated in cities, town or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to the hospitals at other work places. Some conveyance facilities, such as a car, shall be kept readily available to take injured person or persons suddenly serious to the nearest hospital.

4. Drinking Water

- (a) In every work place, there shall be provided and maintained at suitable places, which is easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (b) Where drinking water is obtained from an intermittent public water supply, each work place shall provided with storage where drinking water shall be stored.
- (c) Every water supply or storage shall be at 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 well shall be entirely closed in and be provided with a trap-door which shall be dust and water proof.
- (d) 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.
- (e) The Contractor shall supply only potable water in the labour camps. Samples of water shall be drawn from the sources of water supply in the labour camps every month and got tested from MCD lab by the Contractor. Wherever drinking water is supplied to the labour camps through water tankers, samples shall be drawn from

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the tanker and got tested. In water storage tanks chlorine tablets shall be added from time to time as per requirements so that portability of water remains intact. No extra payment shall be made on this account to the Contractor.

5. Washing and Bathing place:

- (i) Adequate washing and bathing places shall be provided separately for man and women.
- (ii) Such facilities shall be conveniently accessible and places shall be kept clean, hygienic and in dried condition

6. Scale of accommodation in Latrines and urinals

- (i) Latrines and urinals shall be provided within the premises of every work, on the following scale:

| | No. of seats |
|---|--------------|
| (a) Where the number of persons does not exceed 50. | 2 |
| (b) Where the number of persons exceeds 50, but does Not exceed 100. | 3 |
| (c) In particular cases the Executive Engineer shall have the powers to vary scale where necessary. | 3 per 100 |

(ii) Latrines and urinal for women:

If women are employed, separate latrine and urinals, screened those for men and marked in the vernacular in conspicuous letter "For women only" shall be provided on the scale laid in rule 6 (i).

(iii) Latrines and urinals

Except in work- places provided with water flushed latrines, connected with a water borne sewage system, all latrines shall be provided with receptacles on dry earth system which be cleaned at least four times daily and at least twice every during working hours and kept in strictly sanitary condition. The receptacles shall tarred inside and out side at least once a year.

(iv) Construction of latrines

The inside well shall be constructed of masonry of some suitable heat-resisting. non-absorbent materials and shall be cement washed inside and out side at least once a year. The dates of cement washing shall be maintained for this purpose and kept available for inspection. Latrine will not be of standard lower than borehole system and should have thatched roof.

(v) 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 approved by the Assistance Director of Public Health or the Municipal Medical Officer of Health as the case may in whose jurisdiction the work place is stated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 6" layer of waste or refuse and then covering with a layer of earth for a fortnight (when it will turn into manure).

7. Provision of shelter during rest:

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At every work place there shall be provided free of cost two suitable sheds, one for meals and the other for rest separately for the use of men and women. The height of each of the shelter shall not be less than 11 feet (3.35m) from the floor level to the lowest part of the roof. The sheds should be of thatched roof and mud flooring will be provided with dwarf wall around not less than 2-1/2 feet (76cm). Sheds should be kept clean and the space provided shall be on the basis at least 5 square feet (0.46sqm) per head.

8. Crèches:

- (a) At every work place, where 50 or more women workers are ordinarily employed, there shall be provide two tents for the use of children under the age of 6 years belonging to such women. One tent should be used for infant's games and play and other as their bed room. The tent shall not be constructed on a lower. lower standard than the following:
- (i) Thatched roof
 - (ii) Mud floor.
 - (iii) Planks spread over the mud floor and covered with matting.

The tents shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweeper to keep the places clean. There shall be two dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the tent shall be restricted to children, their attendants and mother of the children.

- (b) Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one tent and one dais to look after the children of women workers.
- (c) The size of crèche shall vary according to the number of women workers.
- (d) The crèche shall be properly maintained and necessary equipment like toys etc. shall be provided.

9. Canteen

A cooked food canteen on a moderate scale shall be provided for the benefit of workers whenever it is considered expedient. of the Contracts.

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CONTRACTOR'S LABOUR REGULATIONS

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SHORT TITLE

These regulation, may be called the “Delhi Development Authority Contractor’s Labour Regulations.

1. DEFINITION

In these regulations, unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them respectively that is to say.

- (i). “Labour” means workers employed by Delhi Development Authority or its Contractor directly or indirectly through sub Contractor or other persons or by an agent on his behalf, on a payment not exceeding Rs. 3470/- per month and will not include supervisory staff like Overseers etc.
- (ii). “Fair Wages” means wages, whether for time or piece work fixed and notified at the time of inviting tenders under the provision of the minimum wages act from time to time not be less than minimum rates of wages fixed by the Govt. of N.C.T. Delhi vide Notification **No.F.12(142)/02/MW/Lab./3436 dated 11-09-2007** or as amended from time to time (plus consumer price index)
- (iii). “Contractor” shall included every person whether a sub-Contractor or head man agent employing labour on the work taken on Contract.
- (iv). “Wages” shall have the same meaning as defined in the payment of wages act and includes time and piece rate wages.
- 2(a) Normally working hours of an employee should not exceed 8 hours a day. Working day shall be so arranged that inclusive of intervals for rest, it shall not spread over more than 12 hours on any day.
- (b) When the 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 given overtime for the extra hours put in by him at double the ordinary rate of wages and children shall not be made to work extra.
- (c) Every worker shall be given a weekly holiday normally on Sunday in accordance with the provision of the minimum wages (Central) Rules 1950 as amended from time to time irrespective of whether such worker is governed by the minimum wages act 1948.
3. Display of notice regarding wages etc.
- (a) 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 place on the work, notice in English and in the local Indian Language spoken by the majority of the workers giving the minimum rate wages which have been certified by the Executive Engineer, the Chief Engineer or Regional Labour commissioner as fair wages and the hours of work which such wages are earned and the date of payment of wages and other relevant information. The contractor shall send a copy of such material to the certifying officer i.e. EE/CE and regional Labour Commissioner.
- (b) Send a copy of such note to the certifying officer as EE/CE and required Labour commissioner

4. Payment of Wages

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- (i) Wages due to every worker shall be paid him directly or through other person authorized on this behalf.
- (ii) All wages shall be paid in current coin or in currency or in both.
- (iii) Arrears claimed after 3 months after the completion of the work shall not be entertained.

5. Fixation of wage periods

The Contractor shall fix the wage periods in respect of which wages shall be payable

- (i) No wages period shall exceed one month.
- (ii) The wages of every worker employed on the Contract shall be paid (a) in case of establishment in which wage period is one week, within three days from the end of the wage period and (b) in the case of other establishments. Before the expiry of 7th day or 10th day from the end of the wage period according to the number of workers employed in such establishment does not exceeds 1000.
- (iii) 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 day succeeding the one on which his/her employments is terminated.
- (iv) All payment of wages shall be made on a working day except when the work is completed before the expiry of the wage period in which case final payment shall be made 48 hours of the last working day at work site and during the working time.

Note:- The term "Working day" means a day on which the work for which the labour employed is in progress.

6. Wage book and wage Slip etc.

- (i) The Contractor shall maintain a wage book of each worker in such a form as may be convenient, at the place of work but the same shall include the following particular:-
 - (a) Name of the worker.
 - (b) Rate of daily or monthly wages.
 - (c) Nature of work on which employed.
 - (d) Total number of days worked during each wage period.
 - (e) Dates and period for which worked overtime.
 - (f) Gross wages payable for the during wage period.
 - (g) All deduction made from the wage with an indication. In each case of the ground for which the deduction is made
 - (h) Wage actually paid for each wage period.
- (ii) Signature or thumb impression of the worker.
- (iii) The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker, employed by him on the work at least a day prior to the day of disbursement of wages.
- (iv) The Contractor shall issue an Employment Card in the prescribed form III to each worker on the day of work or entry into his employment. If the worker has already any such card from the previous employer, the Contractor shall merely endorse that employment card with relevant entries. On termination of

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employment the employment Card shall again be endorsed by the Contractor and returned to the worker.

- (v) "The Contractor shall issue an Attendance cum Wage Card as per Form iv enclosed to each worker on the day of work on entry into his employment"

7. Register of Unpaid wages:

The Contractor shall maintain a Register of unpaid wages in such form as may be convenient at the place of work but the same shall include the following particulars:

- (a) Full particulars of the labourers whose wages have not been paid.
- (b) Reference number of the muster roll and wage register.
- (c) Rate of wages.
- (d) Wage period.
- (e) Total amount not paid,
- (f) Reason for not making payment.
- (g) How the amount of unpaid wages was utilized.
- (h) Acquaintance with date

8. Register of Accidents

The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same include the following particulars:

- (a) Full particulars of the labourers who met with accident.
- (b) Rate of wages.
- (c) Sex
- (d) Age
- (e) Nature of accident and cause of accident.
- (f) Time and date of accident.
- (g) Date & 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 details of the person to whom the same paid.
- (m) Amount paid with details of the person to whom the same was paid.
- (n) Authority by whom the compensation was assessed.
- (o) Remarks.

9. Fines and deductions which may be made from Wages

The wages of a worker shall be paid to him without any deductions of any kind except the following.

- (a) Fines. (List of acts and Omission for which fine can be imposed)
- (i) Willful subordination or disobedience, whether alone or in combination with another.
- (ii) Theft, fraud dishonesty in connection with Contractor's business or property of the D.D.A.
- (iii) Taking or giving bribes or any illegal gratification.
- (iv) Habitual late attendance

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- (v) Drunkenness', fighting, riotous or indecent behavior.
 - (vi) Smoking near or around the area where combustible or other materials are, stacked.
 - (vii) Habitual negligence.
 - (viii) Habitual indiscipline.
 - (ix) Causing damage to work in progress or to property of the D.DA. or the Contractor.
 - (x) Sleeping on duty.
 - (xi) Malingering or slowing down work.
 - (xii) Giving false information regarding name, age, father's name etc.
 - (xiii) Habitual loss of wages cards supplied by the employers.
 - (xiv) Unauthorized use of employer's property or manufacturing, or making of unauthorized articles at the work place.
 - (xv) Bad workmanship in constructions and maintenance by skilled workers which is not approved by the Department and for which Contractors are compelled to undertake rectification.
 - (xvi) Making false complaints and or misleading statements.
 - (xvii) Engaging in trade with in the premises of the establishment.
 - (xviii) Any unauthorized divulgence of business affairs of the employers
 - (xix) Collection or canvassing for the collection of any money within the premises of any establishment unless authorized by the employers.
 - (xx) Holding Meeting inside the premises without previous sanction of the employer.
 - (xxi) Threatening or intimidating any workman or employee during the working hours within the premises.
- (b) Deduction for absence from the duty, i.e. from the place or 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/she was absent.
- (c) Deduction for damage 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 damages or loss is directly attributable to his neglect or default.
- (d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- (e) (i) any other deduction, which the Central Government may from time to time allow.
- (ii) No fine should be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until worker has been given an opportunity for 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 exceed an amount to three paise in a rupees of the total wages, payable to him in respect of that period.

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(v) No fine imposed on any worker shall be recovered from him by installment or after the expiry of sixty days from the day 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 as imposed.

10 Register of fines, etc.

- (i) The Contractor shall maintain a register of fines and a register of deduction for damage or loss in form Nos. 1 and 2 respectively which should be kept at the place of work.
- (ii) The Contractor shall maintain, both in English and the local Indian Language, a list approved by the Chief Commissioner, clearly stating the Act of Omission for which penalty, or fine can be imposed on a workman and display it in a good condition in a conspicuous place on the work.

11 Preservation of Registers.

The wage book, the wages slips, the register of unpaid wages, the registers of accidents, the registers of fines, reduction required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in the end and shall be made available for inspection by the Engineer-in-Charge, or Labour Welfare Officer or any other officer, authorised by Ministry of Urban affairs & Employment Government of India in this behalf.

12 Power of Labour Welfare Officer to make investigations or Enquiry

The Labour Welfare Officer or any other person authorized by the Central Government on their behalf shall have power make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of these regulations. He shall investigate into any complaint regarding the default made by the Contractor or Sub-Contractor in regard to such provisions.

13 Report of Labour Welfare Officer

The Labour Welfare Officer or any other person authorized as aforesaid shall submit a report of his investigation or enquiries to the Executive Engineer concerned indicating the extent, if any to which the default has been committed with a note that necessary deduction 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 14 of these regulations actual payment of labourers will be made by the Executive Engineer after the Regional Labour Commissioner has given his decision on such appeal.

The Executive Engineer shall arrange payment to the labourers concerned within 45 days from the receipt of the report from the Labour Welfare Officer or the Regional Labour Commissioner as the case may be.

14. Appeal against decision of Labour Welfare Officer.

Any person aggrieved by the decision and recommendations of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Regional Labour Commissioner within 30 days from the date of decision, forwarding simultaneously a copy of his 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.

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

(a) An officer of the Registered Trade Union of which he is a member.

(b) An officer of federation to Trade Unions to which the trade 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 Unions, connected with the Industry in which the worker is employed or 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 an 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 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. Inspections of books and slip

The Contractor shall allow inspection of the wages books and the wage slips, the register of unpaid wages, the register of accidents, and the register of fines and deduction to any of his workers, or to his agent at a convenient time and place after due notice is received from the Labour Welfare Officer or any person authorized by the Central Govt. on his behalf.

17. Submission of Returns:

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

18. Amendments:

The Central Government may from time to time add to or amend the regulations and or any questions as to the application/interpretation or effect of those regulations, decision of the Chief Labour Commissioner or Deputy Labour Commissioner the Government of the India or any persons authorized by the Central Government on that behalf shall be final.

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 |
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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 930 sqm. .
@ 2.25 Kg. per sqm. Or (b) @ 1.5 cum per 100 sqm.
Bitumen emulsion or road tar @ 1.95 Kg per 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 600 sqm.
@ 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 2nd coat, stone aggregate 11.2 mm nominal size 1.0 cu/100 sqm. 100 sqm.
With (i) 1.10 kg of paving bitumen A-90 or S90 or bitumen emulsion/sqm
Or
(ii) 1.25 kg of bitumen emulsion per sqm. 1670 sqm.
(a)(ii) 1.25 Kg. of bitumen emulsion per 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 1670 sqm.
bitumen emulsion per sqm. Or (b) 1.23 kg of bitumen emulsion per 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 930 sqm.
the binder being Paving bitumen s-90 or hot cut back bitumen or
bitumen emulsion @ 96 kg/Cum of agg. In specified quantities.
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 930 sqm.
tack coat the binder being Paving bitumen S-90 or not cut back bitumen
emulsion in specified quantities.
11. 4 cm thick concrete surfacing using stone aggregate 3.8 cum.
(69% 20mm nominal size and 40% 12.5 mm nominal size) per 460 sqm.
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.
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.
13. 6 cm thick bitumen concrete surfacing using stone aggregate
5.8 cum.(60% 40mm nominal size and 40% mm nominal size) 280 sqm.
per 100 sqm. And coarse sand 2.9 cum Per 100 sqm.and hot cut
back bitumen over a tack coat of hot cut back bitumen @ 50 kg.
per cum. of aggregate.
14. 7.5 cm bitumen concrete surfacing using stone aggregate 7.3 cum, 230 sqm.
(60% 50m nominal size and 40% 40mm nominal size), per 100 sqm.
and hot cut back bitumen over a tack coat of hot cut back bitumen,
and coarse sand @ 3.6 Cum /100 sqm.
15. 2.5 cum bitumastic sheet using stone aggregate 1.65 cum, 230 sqm.

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(60% 13.2mm nominal size, 40% 11.2mm nominal size), per 100 sqm.
and coarse sand 1.65cum.per 100 sqm. and hot cut bitumen over a
tack coat of hot cut back bitumen.

- | | | |
|-----|---|----------|
| 16. | 4 cm bitumastic sheet using stone aggregate 2.6 cum, (60% 13.2mm nominal size, 40% 11.2mm nominal size), per 100 sqm. coarse sand 2.6cum.per 100 sqm. and hot cut back bitumen over a tack coat of hot bitumen. | 560 sqm. |
| 17. | Laying full grouted surface using stone aggregate 40mm nominal size 6.10 cum, per 100 sqm. with binder binding with 20mm to 13.2 nominal size stone grit 1.83 cum per 100 sqm., and seal coat of binder and stone grit 11.2 mm nominal size 1.07 cum./100 sqm. the binder being hot bitumen or tar, as specified. | 460sqm. |
| 18. | Laying full grouted surface using stone aggregate 50mm nominal size 9.14 cum, per 100 sqm. with binder binding with 40mm nominal 1.07 cum/100 sqm, the binder being hot bitumen or tar. | 370sqm. |
| 19. | 4 cm thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 cum, per 100 sqm, and hot bitumen binding with stone aggregate 13.2 mm nominal size 1.52 cum per 100 sqm., and seal coat of hot bitumen and stone aggregate 11.2 mm nominal size, 1.07 cum/100sqm. | 560sqm. |
| 20. | 5cm thick premix macadam surfacing with stone aggr. 25mm nominal size 6.10 cum, per 100 sqm. and hot bitumen binding with stone aggregate 13.2 nominal size 1.52 cum, per 100 sqm. and seal coat of hot bitumen and stone aggregate 11.2 mm nominal size, 1.07 cum/100 sqm. | 460sqm. |
| 21. | Seal coat to premix and with paving bitumen S-90 using 128kg. of bitumen per, cum of sand and 0.75 cubic meter of sand per hundred sq. meter of road 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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SCHEDULE OF MATERIALS TO BE ISSUED
(Annexure to Clause 10)

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CONDITIONS:

1. The materials shall be issued to the contractor at the place of delivery mentioned against each item shown. Nothing shall be paid for cartage of the same to different sites as required and as directed by the Engineer-in-charge.
2. The Issue rates mentioned in schedule of materials to be issued are inclusive of 2% storage charges.

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

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

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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 |
|-------|--|---|---|
| 1. | 1/8 th (of the whole work) | 1/4 th (of the whole work) | In the event of not achieving the necessary progress as assessed from the running payment. 1% of the tendered value of work will be withheld for failure of each milestone. |
| 2. | 3/8 th (of the whole work) | 1/2 (of the whole work) | --do-- |
| 3. | 3/4 th (of the whole work) | 3/4 th (of the whole work) | --do-- |
| 4. | Full | Full | --do-- |

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 th (of the whole work) | 1/4 th (of the whole work) | In the event of not achieving the necessary progrerss as assessed from the running payment, 1% of the Tendered value of work will be withheld for failure of each Milestone. |
| 2. | 3/8 th (of the whole work) | 1/2 (of the whole work) | -do- |
| 3. | 3/4 th (of the whole work) | 3/4 th (of the whole work) | -do- |
| 4. | Full | Full | -do- |

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FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the Lt. Governor of Delhi (hereinafter called “the DDA”) having agreed under the terms and conditions of Agreement no. _____ dated _____ made between _____ and _____ {hereinafter called the said Contractor(s)}
for the work _____
_____ (hereinafter called the said Agreement)
having agreed to production of a irrecoverable Bank guarantee for Rs. _____ only) as a Security/Guarantee from the Contractor (s) for compliance of his obligations in accordance with the Terms & Conditions in the said Agreement, We _____ (hereinafter referred to as “the Bank”) (Indicate the name of the Bank) hereby undertake to 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. _____ only.

3. We, the said bank further undertake to pay to the DDA any money so demanded not withstanding 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.

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4. We _____ (Indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DDA under or by virtue of 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 discharge this Guarantee.

5. We _____ (Indicate the name of the Bank) further agree with the DDA that. The DDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the DDA against the said Contractor(s) and to for bear or enforce any of the terms & 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 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 mater or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so reliving us.

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

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

8. This Guarantee shall be valid upto _____ unless extended on demand by DDA, Not-with-standing 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 guaranteed all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____, 2007.

For _____
(Indicate the name of the Bank)

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ANNEXURE-III**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 andbetween.....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 D.D.A. 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.

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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.

IN WITNESS WHEREOF these presents have been executed by the Obligor_____and by_____and for an 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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General Specifications and conditions General :

1. The contractor must get acquainted with the proposed site for the works and study specifications and conditions carefully before tendering. The work shall be executed as per programme approved by Engineer-In-Charge. If part of site is not available for 'any reason or there is some unavoidable delay in supply of materials stipulated by the Department, the programme of construction shall be modified accordingly and the contractor shall have no claim for extra or compensation on this account.
2. Periphery of works area shall be the area shown in the lay out plan of the scheme.

3. Specifications:

3.1 Specifications to be followed for execution of work shall be:-

3.1.1 The entire work shall be done as per revised CPWD Specifications 1996/2002 Vol. 1 to VI or CPWD General Specifications Pt. 1 and Pt.-II (Ext) 1994 for Electrical Works with up to date correction slips till date of opening of the tender. However in case of any discrepancy in the description of any items as given the schedule of Quantities appended with the tender and the specifications relating to the relevant item that shall be sorted out as per revised CPWD specifications 1996/2002 Vol. 1 to VI or *CPWD General Specifications Pt-I (Int.) 1994 Pt-II (Ext.) 1994 for Electrical works with up to date correction slips. The former shall prevail over, if the specifications 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. Whenever any reference to any Indian standard, Specifications occurs in the documents relating the contract the same shall be inclusive of all the amendments issued there of, or revisions there of if any, up to the date of receipt tender.

3.1.2 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, Articles manufacture by firm of repute approved by the Engineer-In-Charge shall only be used articles classified as First quality by the manufacture shall be used unless otherwise specified.

Preference shall be given to those articles which bear ISI Certification mark. In case articles bearing ISI. Certification mark are not available, the quality of samples brought by the contractor shall be judged by the standard laid down in the relevant I.S.I. Specifications. All materials and

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articles brought by the contractor to the site for use shall confirm to the samples approved which shall be preserved till the completion of the work.

- 3.1.3 The work will be carried out in the manner complying in all respect with the requirement of relevant by-laws of the local body under the jurisdiction of the work is to be executed or as directed by the Engineer-In-Charge and nothing extra shall be paid on this account.
- 3.1.4 The contractor shall have a performance test for the entire installations as per standards/ specifications before the work is finally accepted and nothing whatsoever shall be payable to the contractor, without such test.
- 3.1.5 The junior Engineer should maintain the register of cement, paint, steel, chemicals and other Registers required by the Engineer-In-Charge and these should be signed by the contractor or his authorized agent and the Junior Engineer-In-Charge of the work.
- 3.1.6 The contractor shall leave such recesses, holes opening etc as may be required for the electric and sanitary works and nothing extra shall be paid on this account.
- 3.1.7 (a) The work of electrification, Horticulture and other internal and External services may be carried out simultaneously by other agencies with the work being tendered for against the enclosed contract documents. The contractor shall afford necessary facilities for the same.

(b) No claim in the matter shall be entertained and nothing extra over the agreement rates shall be paid for the same for the fixing laying / burying in the work pipes, cables, conduits, clamps, boxes or hooks for fan etc.
- 3.1.8 The contractor shall make his own arrangement for temporary electric connection if required and make necessary payment for it direct to the department concerned.
- 3.1.9 The contractor shall be required to do the work of development simultaneously along with building work, as per the direction of the Engineer-In-Charge.
- 3.2 Specific provisions in the wording of items in the schedule of quantities shall have precedence over 3.1.1. and 3.1.2.
- 3.3 The bricks brought by the contractor including those classified as first class in the local market shall be classified according to the CPWD specification referred above irrespective of the classification shown-in-the permit (where

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there is a permit system) under which the contractor might obtained the material.

- 3.4 (a) Material bearing ISI marks shall be given first preference for incorporation in the work. Whenever ISI marked materials are available the same only shall be used. In case where articles of different makes and designs bearing ISI marks are available in the market. The decision of the Engineer-In-Charge about a particular make and design to be used in the work shall be final and binding. In case where articles with ISI mark are not available in the market, the quality shall have to conform to relevant ISI specification.
- 3.4 (b) Materials for which licensed use of first certification mark only bearing ISI certification mark shall be used. In case materials of different makes and designs of bearing 1st certification mark are available the decision on the Engineer-In-Charge about the design to be used in the work shall be final and binding on the contractor. Where articles with 1st certification mark are not available the quality shall conform to the relevant CPWD specification / 1st specification or as approved by the Engineer-In-charge.
- 3.5 Immediately after the award of works, the contractor shall produce samples of all materials to be used and incorporated in the work for approval and the approved sample shall be used in the work.
- 3.6 The structural and architectural drawings shall, at all times, be properly correlated for executing any work. Architectural requirement shall be fully satisfied where specific mentions made of Architect's Design/Architect's Approval etc. Samples shall be prepared for approval before starting the work on any item specified by the Engineer-In-Charge.
- 3.7 (For all types of cement work hopper mixer shall be used in the work.)
- 3.7 (a) For all precast concrete work an unyielding platform with smooth finished surface shall be made. The member shall have to be cast in approved rigid moulds. Use of bricks, loose planks and battens and similar no rigid sides of moulds shall not be permitted. Vibrators and other modern equipments must be used for compaction of concrete. All faces of the members must come out smooth. Curing shall be under water or by covering with wet gunny bags for minimum 14 days.
- 3.8 The hinges of door shutters shall be welded to angle iron frames at full length of contact area. Each Eye and hooks shall be provided to such frames as per requirements. Nothing extra shall be paid for this work or for providing wooden padding for fixing the fitting to shutters to suit angle iron frames.
- 3.9 Rates for steel window shall be deemed to exclude the cost of providing M.S. stays and windows fasteners of approved type each. The rates of M.S. Grills shall cover all work provided. No distinction shall be made between plain and ornamental grills for payment. The grill should be welded along the full length of the structure with MS frames of doors & windows.

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- 3.10 Rates for flooring item shall be inclusive of providing sunk flooring in bath room and kitchen. However rounding the junction as provided in agreement item shall be paid for.
- 3.11 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) |
|--|-------------------------------|---------------------------------|
| Shower Rose | 2100± 10 | 500 ± 5 |
| Stop Cock for shower Rose | 1100± 10 | |
| W.C. | -- | -- |
| Bib Cock | 250 ± 10 | 100 ±5 |
| Flushing Cistern Bottom (Top of bracket) | 1950 ± 10 | |
| Other fittings | -- | -- |
| Wash basin front Edge | 800 ± 5 | -- |
| Mirror – Bottom | 1260 ± 10 | — |
| Top | 1800± 10 | — |
| Glass shelf | 1050 ± 5 | — |
| Towel Rail | 1100 ±5 | — |
| Kitchen Sink | 900 ± 5 | -- |
| Kitchen tap | 500 ±5 | 200 ±5 |

- 3.12 Welding wherever required in the structure like grill, railing and frames shall be done in full length along the contact area of the member. Tuck welding is not allowed.
- 3.13 Unless state otherwise rates quoted by the contractor shall hold for work at all heights and depths. The contractor shall not be paid any thing extra for maintaining in good condition all the work executed till completion of the entire work; nor on account of damage to the works caused by rains or other natural phenomenon during the execution of works.
- 3.14 (a) The G.I. fittings shall be of same grade and specifications as prescribed for class-B, G.I. pipe.
- (b) Coarse Sand (Badarpur) will be used after washing in case silt contents is beyond permissible limit.
- 3.15 Collection and stacking of materials shall include all leads. The rates quoted by the contractor shall hold good irrespective of the source from which the materials are brought so long as they conform to the specification. Closure of particular quarry will not entitle the contractor to any revisions in rates.

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- 3.16 **(The contractor shall be responsible for watch and ward of shutters and materials issued to him/ handed over to him by the department and nothing shall be paid extra to him for this).**
- 3.17 Centering and shuttering required for R.C.C. slab, beam and column, etc. for more than single height shall be done by the contractor as per approved drawing issued by the Engineer-In-Charge. Nothing extra beyond the Agreement rate shall be paid for the same Rates are applicable for centering & shuttering done for all heights.
- 3.17 (b) The rates to be quoted by the agency for stone cladding and other exterior items shall include the cost of centering and shuttering, scaffolding for execution of work and nothing extra shall be payable on this account.
- 3.18 The M.S. flat clamps 6 mm thick for bolting arrangements are to be provided and welded as per site condition. The rate of angle iron door/ window frames is inclusive of the cost of such clamp. The door and window fittings like hinges hooks and eyes are to be welded to the M.S. frames as required and nothing extra will be paid on this account and no deduction for not providing the eyes for hooks, bolts and sliding bolts etc. due to provisions such clamps shall be made.
- 3.19. The flush door shutter shall be with I.S.I Specification mark and shall be obtained from suppliers on the approved list of C.P.W.D/D.D.A.

Sewerage works

- 4.1 The contractor shall carry out the work of sewer lines in close co-ordination with works of the services in the area. The contractor shall have no financial or other claims arising out of lack of co-ordination.
- 4.2 No payment shall be made for the excavation for RCC pipe lines for the portions covered by excavation for construction of manholes.
- 4.3 Earth excavated from trenches shall be stacked at a distance from the top edge of excavation, equal to depth of the trench below ground level or equal to 1.5 m whichever is greater.
- 4.4 S.F.R.C. Covers should be engraved with date of manufacturing, name of manufacture and ISI mark and D.D.A.

Work Under Sub-Soil Water.

- 4.4.1 The sub soil water level shall be determined and recorded at each manhole position before any de-watering is done and when there is at least of 25 cm depth of water in the trench. The average of the two levels will be taken as sub-soil water level for the length between the two manholes.

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4.4.2 The depth below sub soil water level shall be measured to invert level of the pipe or the bottom of the concrete for relevant item.

4.4.3 Nothing extra shall be paid for the work under sub soil water level in case of manhole for all depth.

4.5 The contractor shall carry out disc test on all sewer lines and satisfy the Engineer-In-Charge that the line are absolutely clear. Any obstruction shall be removed by the contractor without any claim for extras. Decision of the Engine-In-Charge with regards to disc test and cleaning of the lines shall be final.

5. Services

The contractor shall employ licensed plumbers for water supply and sanitary installation work and shall satisfy requirements including disc and other test, of the Municipal Corporation of Delhi respect of the same. The contractor shall make his own arrangement for supply of Electricity and water required for the works.

5.1 Cutting of holes in walls, floors, chhajjas, R.C.C., slabs etc. The tendered rate shall include the cost of cutting holes Wherever required making good the same nothing extra shall be paid for this.

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

5.3 The contractor shall be responsible for the protection of all sanitary water supply fittings and fixtures against pilferage and breakage during the period of installation until the completion of the work.

5.4 G.I. Pipes as stipulated in the schedule of materials can be issued in the inches or it's equivalent metric size as considered fit by store division and the issue rates as recoverable from the contractor will remain the same.

5.5 The contractor will not be paid extra on this account and nothing will be deducted for using metric size of G.I. pipes used from central stores Division and the item will be paid as per agreement rate for the same item.

5.6 The rates of base ties is included in the item of M.S door/ pressed door frame and nothing extra shall be paid.

6. Appliances

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The contractor shall at no extra cost, provided at site appliances such as weighing scale, graduated cylinder, standard sieves, slumps cones, C.I.. or M.S. test tube moulds, caliper, tapes etc. for site testing of materials and work.

7. Bricks

The contractor will make his own arrangement for the entire quantity of bricks required for the work. Quality of brick shall be judged as per specifications and brick work is to be done with F.P.S. Bricks or Fly Ash bricks.

8. Labor tents.

The contractor shall put the tents for labour as per the conditions of contract, only in the area indicated on the plan and demarcated on the ground by the Engineer-In-Charge. The final bill shall not be paid unless all the tents are cleared from the site.

9. Shops

Restaurants, Tea shops or kiosks shall not be allowed to put up by the contractor in the works area / in the labour, tents area. Temporary kiosk(s) put up by the Engineer-In-Charge shall be taken by the contractor on lease which is to be determined on the date of completion or termination of contract whichever is earlier and the rate of Rs.30.00 per kiosk per month shall be recovered from the contractor's bill paid. On date of completion of the work or termination of contract whichever is earlier, the kiosk(s) shall be vacated by the contractor and a vacant possession shall be given over to the Engineer-In-Charge failing which penalty shall be levied on the contractor at the rate of Rs. 150.00 per day of delay involved.

10. Drawing*

The drawing referred to in the tender documents are available for inspection of intending tenderers in the office of the Executive Engineer. Tenderers shall inspect the same and acquit themselves with work to be executed. Tenderers shall be desired to have these drawings, by making payment as decided by the Engineer-In-Charge, which shall be included as per part of the agreement with the tenderer whose tender is finally accepted. The contractor shall have no claim with reference to these drawings in respect of any of the rates after acceptance of the tender.

11. Testing of Materials (in D.D. A. Laboratories Zonal and quality control)

When required by the Engineer-In-Charge, the contractor shall supply for the purpose of testing, samples of any materials proposed to be used in the works. Samples whether submitted to govern bulk supplies or required for testing for use and suitable packages to contain them, shall be provided free of charge by the contractor. Testing charges, if any, shall be borne by the department. All

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other expenditure required to be incurred for taking the samples, conveyance, packing etc shall be borne by the contractor himself.

12. Safety Codes

Safety pertaining to construction works, such as excavation, trenching, blasting, demolition, provision of scaffolds, ladder, working platforms, gangways, mixing of asphalted materials, electric and gas welding, use of hoisting and construction machinery shall be governed by the relevant provision of C.P.W.D. safety codes (agreement form) or as directed by the Engineer-In-Charge. Contractors shall provide corrugated sheeting duly painted with red and white strips around area where any digging work or another work for laying pipes, cables etc. which is to be carried out on the roads. Contractor will install warning lights in order to give proper warning to the vehicle and pedestrians at night.

- 12.(b)** The excavated earth shall be dumped at a safe place as per the direction of the Engineer-In-Charge for which he will not claim any thing extra on this account.

13. Additional Conditions

G.I. pipes of various size as specified if stipulated will be issued by the department from D.D.A stores only for item of water supply and sanitary installation. For other item involving the use of G.I. pipes and M.S. pipes of various size such as hand rails, rain water pipes, spouts & flush pipe etc. The contractor shall make his own arrangement and. No extra Claim on this account will be entertained by the Department.

14. Firs Hydrant shall conform to I.S.909-1975.

15. The contractor shall be required to submit the detailed programme for completion of work within the stipulated period in the form of a bar chart, covering all major activities to the Engineer-In-Charge within 15 days from the date start of work. Any modification suggested by the Engineer-In-Charge shall be incorporated in the Bar Chart. It will be insured by the contractor that the time schedule laid 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 cases he shall be bound to follow the revised programme decided by the Engineer -In-Charge.

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17. The surface having finished rough sponge and with the uniform texture the sample of such plaster should be prepared by the contractor and got approved by the Engineer-In-Charge before undertaking mass work.
18. The contractor shall be required to use only mechanical mixer (s) with fitting hopper (s) for mixing cement concrete required for R.C.C.works/ cement

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concrete works. Weight batching plant shall be used for designing R.C.C. work.

19. The material will be issued to the contractor at the place of delivery as mentioned in the schedule of materials. If these are delivered at any other site difference due to cartage will be adjusted accordingly. The contractor shall have to cart at his cost materials to the site of work as soon as these are issued. The material will be issued between the working hours and as per rules of D.D.A. godowns, as framed from time to time.
20. The contractor shall bear all incidental charge for cartage, storage and safe custody of materials.
21. All materials obtained from D.D.A. stores or otherwise shall be got checked by the Engineer-In-Charge of the works on receipt of the same at site before use.
22. No payment will be made to the contractors for damage caused by the rains and other natural calamities during the execution of works and no such claims on this account will be entertained.
23. The water will be tested with regard to it's suitability for use in R.C.C. work and nothing extra shall be paid on this account.
24. The contractor will submit to the Engineer-in-charge PERT chart within ten days from the date of the work for completing the same within the stipulated period. The contractor shall follow the PERT chart strictly and no deviation whatsoever shall be allowed therefrom. If the contractor fails to submit the PERT chart, the Engineer -In-Charge shall get it prepared at the risk and cost of the contractor.
25. The scaffolding for doing the brick work for all external walls shall be done from outside. The supports shall be sound and strong/tied together with the horizontal pieces. The holes for horizontal scaffolding pole shall be provided only in the header course. The holes in the masonry work for supporting the scaffolding shall be filled and made good before plastering The contractor shall responsible for providing and maintaining sufficiently strong scaffolding so as withstand all loads likely to come upon it. Nothing extra is payable on this account. Due care shall be taken by the contractor to ensure of brick masonry walls in plumbs. The outer face of the building shall be kept as true face.
26. The contractor shall complete one sample house in all respects within 90 days from the start from the work. One completed by the Engineer-In-Charge.
27. The item of External plastering shall be taken after getting the approval of the Engineer-In-Charge. The item of external finishing if got executed from another agency may need a close co-ordination between the items of external plastering and finishing for which the contractor shall have to work in close liaison with second agency as per direction of Engineer-In-Charge.

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The contractor shall be responsible for any activity, authorized or unauthorized going on with in the site area handed over to him by the department for construction, maintenance or for any other purpose. The contractor shall also be responsible for informing the Engineer -In-Charge in writing wherever his supervision is essential. Further this shall not be ground for seeking time extension in completion of the work and or for claiming any loss and / or damage by the contractor all as the causes prolongation of completion of work.

28. Levy of taxes

- (i) Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the constitution act, 1982, if any, further tax or levy is imposed by statute after date of receipt of tenders and the contractor there upon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid provided such payment, if any, is not in the opinion of superintending Engineer (whole decision shall be final and binding) attribute to delay in execution of work under the control of the contractor.
- (ii) The contractor shall keep necessary books of account and other document for the purpose of his condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Govt. and further he shall furnish such other information/ documents as the Engineer-In-Charge may require.
- (iii) The contractor shall within a period of 30 days of imposition of any further tax or levy, pursuant to his constitution Act. 4982 give written notice there of to the Engineer in-charge that the same is given pursuant to this condition together with all necessary information relating thereto.

29. Steel section/steel window shall be obtained from the approved manufactures.

Special Condition Water Storage Tanks:

- (i) The H.D.P.E. water storage tanks should be A₁ ISI marked F.D.A. (food Drug administration C₁) 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 strong portable water, The testing and other incidental charges shall, however be borne by the contractor and contractor shall also provide the guarantee covered by the manufacturer and same shall duly endorsed to the D.D.A. with manufacturer's guarantee for all the above materials.

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- (ii) Barricading of excavated trenches on both sides of the trench to the height of 1.60 meters with galvanized steel plain sheet of 1.00.mm. thick (class-1) fixed on 100 mm. dia sal Ballies 3m. apart with nails etc. will be done by contractor as a safety measure and nothing extra will be paid for. He will also provided red strips on sheets with aluminous paint 75 mm wide alternatively on outside of sheet vertically and no extra payment will be made on this account.
- (iii) Any permission, if required from police authorities or other departments for closing or cutting of the road will be obtained by the contractor at his own. He will have no claim for any financial loss or extension of time on this account.
- (iv) The agreement item provides for white glazed tiles, colored 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.
- (v) The rates of all item of work shall be, unless already specified otherwise, included cost of all labor and material involved in the execution of item.

Additional Conditions

1. The contractor shall give a performance test of the entire installations as per standard specification before the work is finally accepted and nothing extra whatsoever, shall be payable to the contractor for the test.
2. **Deleted .**
3. Any cement slurry added over base surface for continuation of concreting for better bond is, deemed to have been included in the item (unless otherwise specified) and nothing extra shall be payable for extra cement consumption on this account.
4. 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 revised C.P.W.D specification 1996 / 2002 Vol-1 to VI, with up to date correction slips (higher of two frequencies of the testing shall be followed) and nothing extra shall be payable to the contractor on this account.

General Rules Additional Conditions And Specifications

The following shall be read in conjunction with and constructed in reference to and in context of the General Rules, Specifications of Tender Documents and the condition here in contained and the requirement to be fulfilled without any extra charges and the contractor shall take all these into account while quoting the rates. .

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- (5.a) The field staff shall keep the record of initial levels and final levels of all low lying areas.
- (b) The field staff shall ensure that the quantity of excavated earth disposed off by mechanical transport is dumped in the areas certified by the Engineer-In-Charge as low laying area shown on the enclosed layout.
- (c) The weep holes expansion joints wherever require in S.W. Drains may be provided at suitable intervals as per specification and nothing extra shall be paid on this A/C.

1. Application of Specifications

These specifications form part of the contract and shall be read in conjunction with other documents forming the contract, via the General Conditions of Contract, tender form, schedule of .quantities and drawings

2. Works included

The rates for all items cover the cost of all materials, Labor, tools, machinery, plant, pumps, explosives, scaffolding staging, shores, props, bamboo, ropes, templates, page and all appliances and operations whatsoever necessary for efficient and proper execution of the work, in accordance with the specifications.

3. Executions of works

The contractor is responsible for the correct execution of the work accordance with the drawings provided to him He is also responsible for all mistakes due to working to wrong levels or centre lines, when levels, centre lines and bench mark of reference have been once intimated to him in writing by the Engineer-in-Charge It is his responsibility to record, project and maintain the said marks and to work to the same , and complaints shall afterwards to admitted for excess work done as a consequence of such levels not having been kept up and maintained by the contractor.

- 4. In case the contractor requires any clarification regarding specifications, conditions, drawing etc. The Engineer-In-Charge shall be contacted:

5. Access to Site

The contractor is to include in his rates the cost of forming access to the site with all temporary roads and gangways required for the works.

6. Access for Inspection

The contractor is to provide, at all times during the progress of the works and the maintenance period, proper means of access, with ladders, gangways etc. and other necessary attendant to move and adopt as directed for the

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inspection or measurements of the works by the Engineer-In-Charge or his authorized representative.

7. Specialised work

The following specialized works shall be carried out by specialist persons or manufacturers with; the written approval of the Engineer-In-Charge.

- (i) Stone & marble works.
 - (ii) Steel doors, windows and rolling shutters.
 - (iii) Terrazzo tile flooring/mosaic flooring/ glazed tiles and ceramic tiles/ exposed aggregate finished plaster.
 - (iv) Flush doors/fire doors.
 - (v) Painting & polishing.
 - (vi) Water proofing treatment of roof, terraces of balconies, sunken portions of toilets in all floor, water tank etc.
8. Where the contractor is required to provide materials of certain sizes or weights which may have gone out of market due to change over to metric standards, substitutes conforming to the nearest equivalents on the higher side, as approved by the Engineer-In-Charge, shall be used. No claim of extra payment shall be entertained on this account.

Instruments and equipment

9. The contractor shall make the following available readily and in good working condition at site to ensure proper quality of work. Theodolite, Dumpy level with staff, steel tabs, stop watch, platform type weighing machine of 200Kgs.capacity, steel balance with weights, spring balance, slump cone with tamping rod, 15 cm. cube moulds, 24 Nos. Plumb Bob, spirit level, Vernier/Micrometer, Calibrated cylinder, Hammers, thermometer and standard compression testing machine for concrete cubes.
10. The layout, alignment and the orientation of the different members of the structural works should be carried out after thoroughly checking the drawing and obtaining clarification, if any from the Engineer-In-Charge. The setting out work should be carried out by the precision surveying instruments and got approved from the Engineer-In-Charge. The contractor shall arrange the necessary equipment and instruments.

11. Provision of Grooves

The Engineer-In-Charge shall require (where he deems so necessary) to provide grooves of approved pattern between various surface such as timber/ plaster, exposed aggregate/ plaster/concrete/exposed concrete / brick work,

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ceiling /walls, skirting/plaster between various concreting operations of same or different members (particularly in the exposed concrete work) or as required etc. Such grooves shall be provided without extra charges and the contractor's rate for various items are deemed to include the cost of all labour, tools and materials required for making such grooves.

12. Large sized details shall take precedence over small sized drawings. The contractor shall verify all dimension at site.

13. Storage of materials

The contractors shall store all materials in proper manner so as to avoid contamination and deterioration. The places at site where materials are to be stored shall be subject to the approval of the Engineer-In-Charge. The place where the materials are stored by the contractor be required by the Engineer-IN-Charge for any other purpose, the contractor shall make arrangements to clear space within such time as may be instructed by the Engineer-In-Charge.

14. Permanent bench marks

Where directed by the Engineer-IN-Charge, the contractor shall provide permanent bench marks. Likewise, any other levels or line or points specifically required by the Engineer-IN-Charge shall be built-in. The contractor shall carefully protect and preserve such important mark during execution of work.

15. Testing of materials in laboratories other than D.D.A. Laboratories.

The tests shall be carried out by the contractor at his own cost in laboratories approved by the Engineer-In-Charge and as often as he may consider them necessary. Engineer-In-Charge may ask the contractor to install testing equipments at site for such test which he may like to get tested at site himself. The Contractor shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order through out the period of construction. The contractor shall also provide necessary trained staff for carrying out such test and using such equipment. All test shall be carried out under the supervision of the Engineer-In-Charge.

16. The levels, measurements and other information concerning the existing site as shown in drawing or as described are supposed to be correct but the contractor shall verify them for himself, as no extra claim whatsoever shall be entertained on account of any change in such matters or on account of the description turning out to be different from what was expected.
17. The rate of different items are for all heights, depths and widths unless otherwise specified in the items of Schedule of Quantities attached.

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18. Bailing out water

The rate shall include cost of bailing out water,' rainwater, as well as sub soil water, and keeping the working place dry and -nothing extra on this account shall be paid.

19. Royalty

Royalty for earth, boulders, metal, sand etc. shall be borne by the contractor and nothing extra on this account shall be paid him.

20. Safety measures

The contractor shall provide necessary barriers, warning signals and other safety measures while cutting roads or laying pipe lines etc. or when ever otherwise necessary, so as to avoid accidents. He shall also indemnify the employer against claims for compensation arising out of negligence in this, respect. These provisions are in addition to the safety measures already mentioned in the PWD-8

21. All soil, filth or other matter of an offensive /obnoxious nature, taken out of any trench, sewer, drains, cesspool or other place, shall not be deposited on the surface, but shall at once be carted away by the contractor to some pit or place provided to him as approved by the Engineer-IN-Charge.

22. Water for construction purposes

The water to be used for construction shall have to satisfy the requirement as per the Indian Standard codes. As soon as the Contractor has decided or located source of water, he shall be required to send samples of water for testing to laboratory approved by the Engineer -In-charge. Water shall be allowed for use for construction purposes , only if it satisfies the requirements the of Indian standard codes. In case, the water is found unsuitable for construction purposes, the contractor shall have to arrange water from alternative source. The samples for water have to be repeated at least once in every three months or earlier.

23. Approval of samples of materials.

Attention of the contractor is again drawn specifically to condition 3.5 of specification And Conditions" in the printed tender documents regarding approval of samples of materials to be used in the work. Before placing a bulk order for any materials or bringing any materials to site, the contractor shall to bring a sample first and get it approved from the Engineer-in-Charge. Any material brought to site in contravention of this condition shall be rejected forth with and no payment made.

24. BAR CHART/CPM CHART

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Within 10/15 days from the date of award of work, the contractor shall to submit a bar Chart/PERT chart /CPM chart to the Engineer-In-Charge indicating how contractor proposes to complete the work within the stipulated time as per the contract. The BAR CHART//CPM chart should clearly indicate the various constructions as well as various finishing items In the proper sequence of construction. Once this programme of. construction has been submitted by the contractor and approved by the Engineer-In-Charge, the contractor shall to abide by it and shall have to employ labour and bring materials consistent with the progress indicated in the chart.

25. Inspection of works.

The work during the progress can also be inspected by the Chief technical Examiner/Technical Examiner from the Central Vigilance Commission or by the officer quality Control/Vigilance cell of the Delhi Development Authority on behalf of Engineer-In-Charge.

26. Form work for exposed concrete

Whenever directed by the Engineer-in-Charge with a view to obtain exposed face concrete by itself formwork shall have to be provided by the contractor in specific pattern as required and instructed. A sample of the exposed face finish shall be made by the contractor and the same shall be got approved before work is started. Due care shall taken while removing the form work. The time allowed, for such shuttering shall be as decision of Engineer-In-Charge . On removal of form work, the surface .shall be rubbed with carborandum stone, so as to give a smooth finish and to watch the surrounding surface. No patching up with cement plaster or otherwise shall be allowed. If however, any honey combs, broken edges , or ugly off sets, etc. are found, the contractor shall have to re-do the work ^without any extra charges. The material used for shuttering for exposed concrete shall be only timber with freshly sawn surface or as approved by the Engineer-In-Charge.

27. Cold twisted deformed bars for steel reinforcement shall be issued only for reinforced cement concrete work related to building portion including site development, landscaping, water supply, and sanitary, installation and drainage works to be delivered to D.D.A.
28. SCI pipes, GI pipes and class L.A pipes shall be issued only for water supply, sewerage and drainage works to delivered to D.D.A.
29. **(All areas where water proofing is done according to relevant when/ item of schedule of quantities shall be granted against screnkage and leakage for a period of ten years. The contractor has to execute a performance bond in Performa prescribed unclosed on P.73of the document.)**
30. The proportion of water proofing compound to be used in cement shall be mixed in the proportion recommended by the manufacturers.

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31. Co-ordination with other Agencies.

The work of internal / external installation, lifts fire fighting installations etc. shall be carried out by the Department through other agencies with whom proper work co- ordination as per direction of the Engineer-In-Charge shall be carried out. " .

32. Steelwork

In item of steel door frames (pressed steel or T-iron frames) the rate includes cost of base tie or threshold and nothing extra is to be paid for the same.

Rate for Similarities in different Section.

33. For the convenience of execution and payment the schedule-of quantities is divided into different section viz, (A) Building work (B) Site Development and Land Scaping works and (C) Sanitary Installation, water Supply and Drainage Works.

Some item of work are repeated in different section. The lowest rate quoted by the contractor for such item of work in any section/ subhead of schedule of quantities shall be considered as the quoted rate for the item in all the different section/ subhead for payment.

Sanitary Installation water supply and drainage works.

1. The contractor shall be responsible for getting the necessary test certificates from the concerned branch of Municipal Corporation and also to get connection for the drainage and water supply from the concerned branch of Municipal Corporation.
2. The work shall be done by licensed plumber of Municipal corporation and they must produce the copy of license as and when required before execution of work.

3. Holes and chases for concealed piping

The cost of cutting holes, making chases and making good the same for concealed pipes and providing pipes for laying the internal sewer to gradient etc. shall be included in the various item of work and nothing extra shall be paid on this account.

4. Damage to existing work

Any damage done by the contractor to any existing work during the course of execution of this work shall be made good by his own cost.

5. Prior Approval of Samples

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The samples of sanitary fitting, pipes and its fitting etc. shall be deposited with the Engineer-In-Charge (Which will be returned to the contractor at time of the completion of the work) and got approved by him before using in the work. Any material rejected by the Engineer-In-Charge shall be removed from the site of work.

6. The work shall be executed as per the programmer drawn or approved by the Engineer-In-Charge and it shall be also arranged as to have full co-ordination with the building work. Neither claim for idle labour shall entertained nor any claim on account of the delay in completion of the building work shall be entertained.

7. Testing of lines

All pipe line laid by the contractor shall be tested as required under the specification to the entire satisfaction of the Engineer-In-Charge. The work shall not be treated as completed unless the lines are so tested.

8. Watch and ward of fitting

The contractor shall be responsible for the watch and ward of all fitting until the work is fully completed and handed over to the D.D.A. No claim on the this account will be entertained.

9. The levels, measurement and other information concerning the existences of site as shown on the drawing or as described are supposed to be correct but the contractor shall verify them for himself and no extra claim, whatsoever, shall be entertained on account of any discrepancy or admission in such matters or on account of the description turning out to be different from what was expected.

10. Co-ordination with other works

The work shall be done in conformity with the plans and within the requirements of the general Architectural, Air-Conditioning, Electrical and Structural Plans. This work shall be properly co-ordinated with the work of the other trades. Hangers and sleeves, structural opening shall be furnished in time for their installations as other work proceeds.

11. (a) The plumbing drawings are diagrammatic, but shall be followed as closely as actual construction and work permits.
- (b) The Architectural drawing shall, be co-related with the plumbing drawings to all dimensions and shall be followed.
- 12.a. The recommended positions of the fittings, fixtures control value, tanks etc. as shown on the drawing will be adhered to as far as possible.

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- b. If there is discrepancy due to incomplete description/ambiguity or omission in the drawing and other documents, whether original or supplementary, forming the contract, either found on completion or during progress of the work, the contractor shall immediately, on discovering the same, draw the attention of the Engineer-In-Charge and the decision of the Engineer-In-Charge shall be final and binding on the contractor.

13. Completion Drawings

The contractor shall submit one complete set of original and further two copies of additional drawings to the Engineer-In-Charge after completion of the work. The drawings must give with the following information.

- 1) Run of all pipes and diameter on all floors and verbal stacks.
- 2) Location and sizes of all control valves access panels and other equipments.
- 3) I.L. of all manholes including I.L. at on falls.

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

14. Testing of works materials

The contractor shall preferably arrange the equipments and testing instruments in testing room.

- (a) All testing shall be done as and when directed before the work is accepted.
 - (b) Upon notification that the work has been completed, the contractor shall make arrangements under the direction and in the presence of the Engineer-In-Charge or his representative, for inspection and test as shall be considered necessary to determine whether or not the full requirements of the specifications have been with. Any further test, if considered necessary, shall be carried out by the contractor at his own expense.
 - (c) Contractor shall provide all test equipment, labour and operating services required for these tests.
 - (d) The above test shall be carried out by the contractor without any extra charge.
 - (e) The contractor shall also provide all equipment, instrument, Labour, and such other allied assistance required by the Engineer-In-Charge for measurement of the work, materials etc.
15. Any material supplied by the D.D.A, if damaged in any way during cartage or execution of work or otherwise, shall be made by the contractor at his own cost.

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16. Recessed fittings

Where every recessed fitting are required to be provided, the contractor shall be responsible for keeping necessary rescess in the building before and failing which he will-have to make chases and recesses and make good the same with general finish at his own cost for which nothing extra shall be paid by the D.D.A. .

17. The contractor shall obtain for himself, on his responsibility and at his own expenses, all the information which may be necessary for the purpose of making the tender before entering into a contract and must examine and study the specifications drawing, the design of the Sanitary Installation and also inspect the site the surroundings of the work and plan of the buildings.

18. Maintenance of Installations

During the progress of the work, completed portions of the building may be occupied and put to 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.

- (a) Separate god owns shall be provided for OPC & PPC storage.
- (b) No P.P.C. should be used in R.C.C. frame structure specially in the exposed portion like chhajjas, balconies, open terraces, top, roofs, extended beams, open stairs cases and slab beams in toilets.
- (c) Separate account should be maintained in cement register for receipt/ issue of OPC quantities of cement.
- (d) In the register of cement concrete cubes testing record type of cement must be specified.
- (5) 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 shall not be ground for seeking time extension in completion of the work and /or for claiming any loss and/ or damage by the contractor if at all this clause propagation completion of work.

1. ADJUSTMENT OF TAX CONSEQUENT UPON AMENDMENT TO CONSTITUTION.

- 1). The contractor shall keep necessary books of account and other documents for the purpose of his condition as may be necessary and shall allowed inspection of the same by a duly authorized representative of Govt. and further shall furnish such other information / documents as the Engineer-In Charge may require.

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- 2) The contractor shall within a period of 30 days of inspection of any further or levy pursuant to the constitution forty six amendment Act 1982 given a written notice together will all necessary information relating thereto.

Extra Additional Conditions

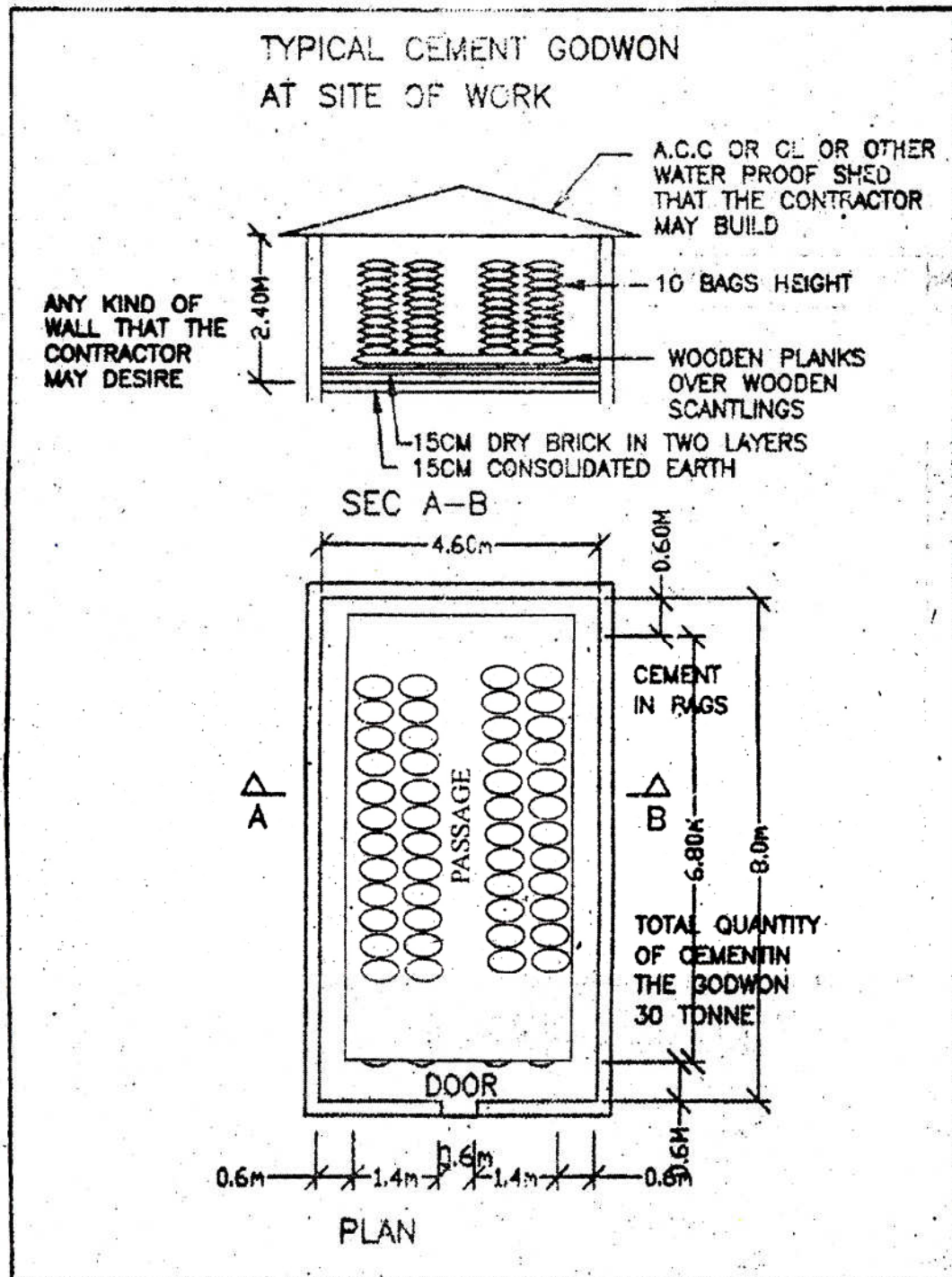
1. Coarse sand (badarpur) will be used after washing in case the silt contents is beyond permissible limit.
2. Short pipe nipple used in work should be of same grade and specification as prescribed for G.I. pipe.
3. Full welding of steel section of grills along the contract area with frames but hinges to the welded with frames.

Signature of Contractor

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Clause-25

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**CLAUSE OF WORKS AGREEMENT FOR
"SETTLEMENT OF DISPUTES & ARBITRATION"**

A2

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship *or* materials used on the work *or* as to any other question, claim, right, matter *or* things whatsoever, in any way arising out of *or* relating to the contract, designs, drawings, specifications, estimates, instructions, orders *or* these conditions *or* otherwise concerning the works *or* the execution *or* failure to execute the same whether arising during the progress of the work *or* after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :-


- i) If the contractor considers any work demanded of him to be outside the requirements of the contract *or* disputes any drawings, record *or* decision given in writing by the Engineer-in-charge on any matter in connection with *or* arising out of the contract *or* carrying out of the work, to be unacceptable, he shall promptly, within 15 days request the Superintending-Engineer in writing for written instruction *or* decision. Thereupon, the Superintending-Engineer shall give his written instructions *or* decision within a period of one month from the receipt of the contractor's letter.


If the Superintending-Engineer fails to give his instructions *or* decision in writing within the aforesaid period *or* if the contractor is dissatisfied with the instructions *or* decision of the Superintending-Engineer, the contractor may, within 15 days of the receipt of Superintending-Engineer's decision, appeal to the Chief-Engineer, who shall afford an opportunity to the contractor to be heard, if the latter so desires and to offer evidence in support of his appeal. The Chief-Engineer shall give his decision within 30 days of receipt of Contractor's Appeal. If, the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Engineer-Member for appointment of Arbitrator, failing which, the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

- ii) Except where the decision has become final, binding and conclusive in terms of Sub-Para-(i) above, disputes *or* difference shall be referred for adjudication through arbitration by a Sole-Arbitrator, who shall be a technical person having the knowledge and experience of the trade, appointed by the Engineer-Member, DDA. It will be no objection to any such appointment that the arbitrator so appointed is a DDA employee that he had to deal with the matter to which the contract relates and that in the course of his duties as DDA employee, he has expressed his views in all *or* any of the matters in dispute of difference. If the arbitrator so appointed is unable *or* unwilling to act *or* resigns his appointment *or* vacates his office due to any reason whatsoever, another sole-arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the Party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute, alongwith the notice for appointment of the arbitrator and giving the reference to the rejection by the Chief-Engineer of the appeal.

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Clause 25 A1

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

The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 (26 of 1996) ~~or any statutory modifications~~ or re-enactment thereof and the rules made there-under and for the time being in force shall apply to the arbitration proceedings under this clause.

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

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues the notice to both the parties calling them to submit their statement-of-claims and counter-statement-of-claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator, shall, if required, to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

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

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SPECIAL CONDITIONS:

Name of work: M/o completed Scheme under North Zone.

Sub Head : Cleaning, sweeping and scavenging of road, paths and parking of SFS Cat-II housing in Block C&D, Shalimar Bagh.

1. Cleaning and Sweeping will be done daily failing which penalty @ Rs. 500/- per day shall be recovered from Bill.
2. Cleaning of all the manhole and sewer lines complete shall be done once in month failing which a penalty of Rs. 1000/- per month shall be recovered from Bill.
3. Cleaning open drains will be done weekly failing which penalty of Rs. 500/- per week shall be recovered from bill.
4. The refuse collected from inside the pocket by the private sweepers will also be disposed off daily.
5. The contractor should fully acquaint himself regarding the nature of work and site conditions. Every day work is in to be executed on the same day in case the contractor fails to get the work executed the work shall be got done at the risk and cost of the contractor without any notice; and decision on this account shall be final conclusive and binding on the contractor.
6. The contractor has to take full care for the welfare of the person/employees for removable refuse and in case of accident, the contractor is fully responsible.
7. The contract shall automatically be closed and the entire amount of the earnest money and security lying with the department shall also be forfeited in case of 3(three) continuous full penalties or five penalties in the whole month without any notice.
8. All T & P shall be arranged by the contractor.
9. The covered drain shall be cleaned regularly by removing covers whenever required. The covers shall have to be placed after cleaning the drains in same position for the operations of placing of covers nothing extra shall be paid.
10. The contractor shall engage minimum 5 (five) Nos. Safai Karamcharies per day for the execution of the work.
11. No payment shall be made for unsatisfactory work.

Sd/-
EXECUTIVE ENGINEER
ND-10/DDA

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ASCHEDULE OF QUANTITY

Name of work :- C/O 5080/4740 EWS houses at Village Siraspur, Delhi (Narcia PH-III)

Sub-head :- Providing and fixing M.S. Boards.

C)

| S.No. | Description of Items | Quantity | Unit | Rate | Amount |
|-------|--|---------------------|------|------|--------|
| 1. | Earth work in excavation by mechanical means (If hydraulic excavator/ manual means in foundation trenches or drains (not exceeding 1.5m. in width or 10 sqm. on plan) including dressing of sides and ramming of bottom, lift upto 1.5m. including getting out the excavated soil and disposal of surplus excavated soil as directed within lead of 50m. (A) All kinds of soil. | 2.40 m ³ | | | |
| 2. | Providing and Laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work upto plinth level. (A) 1:3:6 (1 cement : 3 coarse sand : 6 graded stone agg. 20mm. nominal size) | 2.40 m ³ | | | |
| 3. | Providing and fixing M.S. Board of size 1.20m. x 0.90m. consisting of angle iron frame 40x40x5mm. M.S. flat 20x5mm. and M.S. sheet of 1mm. thickness including cutting, hoisting, fixing in position, welding and applying a priming coat of approved steel primer all complete as per drawing and direction of Engr.-in-charge. (Approx. Weight 39.50 kgs.) | 10 Nos. | | | |

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|----|--|---------------------|--|--|--|--|
| 4. | Painting with synthetic enamel paint of approved brand and manufactured to give an even shade. (A) Two or more coat on new work | 26.50m ² | | | | |
| 5. | Lettering with black Japan paint of approved brand and manufacture | 10820 Cms. | | | | |

A-Mic
 C-1
 D-Mic
 and more

OB Bouda
 JE (T) 26/11/88

1500
 AE (P)

SP
 E/MD-10/DDA

A.....
 C.....
 CS.....
 OW.....
 D.....

A.E.(P)

JE(T)