

NOTICE INVITING TENDERS



DELHI DEVELOPMENT AUTHORITY

NIT No. : 04/EE/RPD – 4/DDA/2010-11

Name of Work : D/o 443.44 Hact. Of land in Sector 34 & 35, Ph. V, Rohini.

SH : Survey and demarcation of Pkt. C-1 and Pkt. C-4 in Sector 34, Rohini.

Estimate Cost : ₹. 8,63,047.00

Earnest Money : ₹. 17,261.00

Cost of Tender : ₹. 500.00 + 5 % DVAT

Time Allowed : 03 (Three) Months.

Last Date of sale : 21.12.2010

Date of Opening : 27.12.2010

sd/-

Executive Engineer
R.P.D. – 4 / DDA/ DELHI

DELHI DEVELOPMENT AUTHORITY
PRESS TENDER NOTICE (FOR GENERAL WORKS)

NIT No. 04/EE/RPD – 4/DDA/2010-11

Sealed item Rate Tenders are invited for the following work by the Executive Engineer **(civil) RPD – 4, Rohini office complex D.D.A** (give full address) up to 3.00 PM on **27.12.2010** behalf of D. D.A. from the approved contractor of appropriate class of D.D.A, which shall be opened on the same day at 3:30 pm at Vikas Sadan (press Building) near INA market, New Delhi in the presence of intending purchaser or their authorized representative

The tender document can be had on any working day from the office of Sale counter, Press Building, Vikas Sadan between 11.00 A.M. to 3.00 P.M. on payment of cost of tender (non- refundable) on production of valid enlistment certificate & valid registration with work contract cell of VAT department of GNCTD under Delhi value Added Tax Act 2004 and Tax clearance certificate issued by work contract cell. The earnest money should accompany the tender in the form of call deposit receipt/ demand draft of a scheduled bank guaranteed by R.B.I. in favour of Sr. A.O. (CAU) Rohini/DDA. The earnest money may also be deposited in the form of FDR valid for at least six months after the last fixed for receipt of tender which should be pledged in favour of EE/RPD-4. The amount should be quoted in figures as well as in word. The item wise and total tendered amount should also be worked out. The tender document consisting of plans. Specifications, the schedule of quantities and the set of terms & conditions of the contract can be seen in the office of EE/RPD-4 between hours of 11.A.M. to 3.00 A.M. **i.e. 21.12.2010**

S.No	Name of work	Estt. Cost	Earnest Money	Cost of Tender	Time allowed
1.	D/o 443.44 Hact. Of land in Sector 34 & 35, Ph. V, Rohini. SH: Survey and demarcation of Pkt. C-1 and Pkt. C-4 in Sector 34, Rohini	₹. 8,63,047.00	₹. 17,261.00	₹. 500.00 + 5 % DVAT	03 Months

sd/-

**EXECUTIVE ENGINEER
ROHINI PROJECT DIVISION – 4
D.D.A**

Note : The tender notice is also available on the Internet i.e. www.dda.org.in

DELHI DEVELOPMENT AUTHORITY
NOTICE INVITING TENDER.

Division **RPD – 4**

Sub- Division

Sealed Item rate tenders in the prescribed form are hereby invited on behalf of Delhi Development Authority for the works

Name of Work : D/o 443.44 Hact. Of land in Sector 34 & 35, Ph. V, Rohini

Sub head : Survey and demarcation of Pkt. C-1 and Pkt. C-4 in Sector 34, Rohini.

1. Estimated Cost: **₹. 8,63,047.00**
2. Contract documents consisting of the details plans, complete specification, the schedule of quantities of the various items of work to be done and a set of condition of contract can be seen/ purchased from the office of the sale counter Vikas Sadan between 11 AM to 3 PM on every day except Second Saturday, Sunday and Public holidays.
 - a) The site of the work is available which may be seen before tendering.
3. (a) The tenders shall be placed in sealed covers to be issued by the Sale counter at Vikas sadan, New Delhi duly super scribed the Name of work. Estimated Amount. Day and date of opening and name of Contractor to whom the tender documents are sold. These tenders will be submitted by the contractors at the following locations:
 - (1) Deleted
 - (2) Vikas Sadan (Press Building Near INA Market) for **West Zone, Rohini Zone, SEZ, SWZ &** Store Division (Civil Works)
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 7 seven days in advance (including date of opening) During 10.00 am to 5.00 pm except the date of opening when it will be up to 3.00 pm Only.
 - (b) Offers can also be sent by the contractors through Registered post to the Executive Engineer concerned but such offer must reach at least one day before the date of opening of tenders.
 - (c) The tenders will be opened by the concerned Executive Engineer on the date Fixed at 3.30 pm at Vikas Minar/Vikas Sadan only. Intending Tenderer 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 & 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 Executive Engineer **RPD – 4** Rohini between hours of 11.00 am to 3.00 pm. From to on any working day. The intending tender will sign the register being maintained proof of having seen the documents. Tender Documents will be issued during the above mentioned hours on any working day from the sale counter of Vikas Sadan on payment of the following amount:
 - (1) **₹. 500.00 + 5% DVAT** in cash as cost of Tender (Non- Refundable.)
 - (2) Earnest Money of **₹. 17,261.00** in cash/ Receipt Treasury Challan/ Deposits of Call Receipt/ Fixed Deposit Receipt/ Demand Draft of a Scheduled Bank issued in favour of Sr. AO/ CAU/ **Rohini Zone/ DDA** When amount of Earnest Money is more than ₹.5.00 Lacs, part of Earnest Money is acceptable in the form of Bank Guarantee also. In such cases minimum 50% of Earnest Money (but not less than ₹. 5.00 Lacs) shall be deposited in the shape described, above and for balance amounts of Earnest Money, Bank Guarantee will also be acceptable issued in favour of Sr. AO/CAU/ **Rohini Zone/DDA** **Cost of tender may be added to the earnest money in case tender are downloaded/submitted through internet.**
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 and 12 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 Forms will be stopped 4 days before (i/c date of opening) the date fixed for opening of Tenders.
8. Each Tender must be submitted in sealed cover addressed to the Executive Engineer **RPD – 4** The contractor whose Tender is accepted shall execute an agreement on Rs 50/- Non – Judicial stamp paper reiterating his acceptance of the execution of the work on the rate and conditions set in the Contract Documents.
9. The contractor whose tender is accepted shall be required to furnish by way security deposit, for due fulfillment of his contract. The security deposit will be deducted from the running account/ final bill of contractor at the following rate.
 - (a) **Security Deposit @ 5% of the Tendered Value of the work.**
The security deposit will be collected by deductions from the running bills of the Contractor @ 10% of gross amount of each bill along with the earnest money deposited at the time of sale of tenders will be treated as a part of security Deposit. The security Deposit in the form of Government Securities or fixed deposit Receipts will be accepted.
10. The acceptance of the tender will rest with E.E **RPD – 4** who does not bind himself to accept the lowest tender and reserve himself the authority to reject or all tenders with out assigning any reason. All tenders in which any prescribed condition not fulfilling are complete in any respect are liable to rejection.
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 form of the tender (in figures & words.)
13. Items rate tender containing percentage below/above will be summarily rejected
 - (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 tenders if any contractor is not prepared to execute the work at the terms and conditions contained in the tender documents 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

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of six months.

- (b.) Monthly payment to the contractor will made when gross amount of the work done during the previous month is not less than ₹. 25,000/-
14. On acceptance of the tender the name of the authorized representative of the contractor who would be responsible for the taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge of the subject work.
 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 words Rs should be written before the figures of Rupees and P after the decimal figure e.g. ₹. 2.15 p. and in case of words. The words Rupees should precede and the word paise should be written at the end. If unless the rate is in whole Rupees and followed by the words only it should invariable be in two decimal places.
 16. Delhi Development Authority does not bind itself to accept the lowest or any tender and reserves to itself of 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 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. Labour welfare cess tax @ 1 % of the cost of construction project shall be deducted at source from the bill paid to the contractor vide EM circular no 576
 18. Contractor must produce valid certificate of Regn. with works contract cell of sales tax dept. of GNCTD and The Tax Clearance certificate in form –XI (Under rule-8 (2) of the Delhi. Sale Tax of works Contracts rule 1999) issued by the said cell before the tender paper can be sold to him.
 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 relatives is posted as Divisional Accountant or as an officer in any capacity between the grades of CE and JE (both inclusive) in the D.D.A. He shall intimate the name of his near relations if any. Who are working as Group A, B or C officer in D.D.A 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 near relatives of any Groups A, B or C Officer in the D.D.A. Any breach of his 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 Dept. of the Govt. of the India / Delhi Development authority is allowed to work as contractor for a Period of two year of 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 of the Govt. of India/Delhi Development Authority as aforesaid before the submission of the tender or engagement in the contractors service The Engineering Dept. Of Govt. of India included the Engineering Dept. of CPWD, MES, Railway, CW, & PC, P & T, D.D.A., NDMC, DVB, MCD, DJB, and others.
 22. The tender for work shall remain open for acceptance for a period of sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier or makes any modifications in terms and conditions of the tender which are not acceptable to the department than the DDA shall without prejudice to other right or remedy be at liberty to forfeit 50 % of the said earnest money as aforesaid.
 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 tendered as well as witnessing the tender liable to summarily rejection.
 24. **Refer Press Tender Notice/ refer to Tender Notice.**
 25. DELETED.
 26. 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.
 27. The tender for the composite work includes the building portion sanitary, water supply and drainage work.
 28. The tender must associates with agencies of the appropriate class who are eligible to tender for sanitary and water supply installation.
 29. The contractor shall submit the list of work which are in hand (progress) in the Performa given below.

PERFORMA FOR CLAUSE 29

Name of work	Name and particular of Division where the work is being executed	Amount of works in progress	Position of work	Remarks
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30. The tenderer shall inspect and study the drawing referred to in the tender document in the office of the Executive Engineer before and the purpose of submitting the tender.
31. The contractor / agency shall furnish a certificate that up to date returns of DVAT have been filed under the Delhi Value Added Tax on work contract Act 2004 Rules 2005. the copies of such returns shall be enclosed with the tender documents.

Service Tax: - Service tax shall be reimbursed to the agency on production of the proof of payment to the concerned department.

ADDITIONAL CLAUSE

1. Case of withdrawal of offer

- i) If the contractors / agency withdraw / modifies their/ his offer within validity period of 60 days absolutely makes any modification in the terms and conditions of the contract. Which are not acceptable to the deptt.
- ii) If the contractor withdraws absolutely his offer immediately after the award of work.
- iii) If the contractor withdraws his offer after taking over possession of site

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- iv) The quotation of the work / supply shall remain open for a period of sixty days from the date of opening of quotation. The DDA shall without prejudice to any other right or remedy be at liberty to forfeit 50% of the earnest money if any quotationer withdraws his quotation before the said period or makes any modification in the terms & condition of the offer which are not acceptable to the department and to forfeit the whole of the earnest money (if the quotationer whose quotation is accepted fails to commence the work / supply specified in the NIT alongwith changes in the scope if any) in the prescribed time or abandons the work / supply before its completion, said period or makes any modification in the terms and condition of the offer which are not acceptable to the department and to forfeit the whole of the earnest money (if the quotationer whose quotation is accepted fails to commence the work / supply specified in the NIT alongwith changes in the scope if any) in the prescribed time or abandons the work supply specified in the NIT alongwith changes in the scope if any) in the prescribed time or abandons the work / supply before its completion.

Action to be taken

- i) The earnest money deposited by the contractor shall be forfeited absolutely and disciplinary action as deemed fit shall be taken by the department against the contractor.
- ii) The earnest money deposited by the contractor shall be forfeited absolutely and disciplinary action as deemed fit shall be taken by the department against the contractor.
- iii) It is deemed that the contractor has entered in to contract and the action under clause-2 & 3 of the agreement i.e. taking up work at the risk and cost of the contractor and to penalize the contractor for not completing the work within the stipulated period will be taken against the contractor if he abandonee 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 authorize 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 ₹. 50/- non-Judicial stamp paper or don't start. The 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 document proof for start of work will be the submission of samples for approval to Engineer-in-charge i.e. In case the supply order is given to the contractor and if fails to the supply the material 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

for and on behalf of DDA, New Delhi

Dated.

Copy Forwarded to: -

1. CE (R) DDA/ CE (QC) DDA.
2. SE/ CC – 6, 9 & 14, DDA.
3. EE, QC – 1/ QC Cell, DDA, Vikas Sadan.
4. All EE, Rohini Zone.
5. Dy CAO (Rohini) DDA.
6. Sr. AO/ CAU (R) DDA.
7. FO to CE (Rohini) DDA.
8. AAO, AE (P), AE I, II, III, IV and HC/ RPD – 4/ DDA.
9. Tender Clerk SED – 11/ DDA For information and necessary action.
10. The Security Officer, DDA, Vikas Sadan, New Delhi – 23.
11. The Dy. Commissioner (P), Crime Branch IVth floor, MSO Bldg. Opp. ITO, New Delhi.
12. The Secretary DDA Contractor's Association. E – 18, Vikas Kuteer, IP Estate. New Delhi.
13. The Secy. DDA Contractor Welfare Association. Vikas Kuteer, IP Estate, N Delhi near Entrance of Barrack No. 1, Blk – A.
14. The Secy. Delhi Contractor Association. Gali Dharamshalla wali, 2618, Kali Masjid, Turkman Gate, Delhi.
15. The Secretary DDA Builder Association (Regd.). 12/11, WHS, Kirti Nagar, Delhi.
16. The General Sec. Delhi Contractor's Association. Premraj Bhawan, 5503, New Chandrawal, Delhi.
17. The Secy. Trans Yamuna DDA Contractor Association, 11 – 1, Vir Savarkar Market, Budh bazaar, Gandhi Nagar, Delhi.
18. The Adarash Co-op Labour & Contractor Scoiety Ltd., U – 257, Mangol Puri, Delhi.
19. The Secy. C.P.W.D. Contractor Welfare Association (Regd.), Y Shape Building, I. P. Estate, New Delhi.
20. The Secy. Indraprashtha Contractor Welfare Association (Regd.), Pkt. E/123 – A, GTB Enclave, New Delhi.
21. Notice Board RPD – 4/ DDA.
22. The Director (System) DDA, Vikas Sadan, alongwith information that notice may please be placed on website of DDA.

sd/-

EXECUTIVE ENGINEER
Rohini Project DIVISION No - 4
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Name of Contractor.....
 Date of application & receipt
 Tender issued on Cost of tender **₹. 500.00 + 5% DVAT**
 Tender issued at: Vikas Sadan / CAU Rohini

PWD-8

DELHI DEVELOPMENT AUTHORITY
ITEM RATE TENDER FOR WORK

If 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 in all aspects with the specification design, drawings and instruction in writing referred to in clause -11 of the conditions of contractor and with such materials as are provided for by and in all respect in accordance with such conditions so far as applicable.

Memorandum**General Description.**

- A. Name of Work : **D/o 443.44 Hact. Of land in Sector 34 & 35, Ph. V, Rohini.**
 Sub- Head : **Survey and demarcation of Pkt. C-1 and Pkt. C-4 in Sector 34, Rohini.**
 B. Estimated cost : **₹. 8,63,047.00**
 C. Earnest Money : **₹. 17,261.00**
 D. Performance Guarantee: - **5% of the Tendered Value**
 E. Security Deposit: - **5% of the Tendered Value**
 F. Time allowed for the work from the 10th day after the date of written order to commence **03 (Three) Months.**

I/we here by agree:

- (i.) To abide by and fulfill all terms and provisions of the said conditions annexed here to and all the terms and provisions contained in the Notice Inviting Tender so far as applicable and / or in default there of to forfeit and pay to the Delhi Development Authority or their successors the sum of money mentioned in the said conditions.
 (ii.) To execute all the works referred to in the tender documents on the terms & conditions Contained or referred to there in and to carry out such deviations as may be ordered up to a 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 rate to be determined in accordance with the provisions contained in clause 12-A of the tender form.

A sum of **₹. 17,261.00** has been deposited in cash / Receipt Treasure Challan / Deposit Call Receipt of a scheduled Bank / Fixed Deposit Receipt / Demand draft of a scheduled Bank / Bank Guarantee issued by a scheduled Bank as Earnest Money. If I/We fail to furnish the prescribed Performance Guarantee with in the prescribed period. I / we agree that the said President of India / Chairman of DDA or his successors in office shall without prejudice to any other right to 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 President of India / Chairman of 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 and Performance Guarantee absolutely.** Otherwise the said Earnest Money shall be retained by him towards. Security Deposit to execute all the works referred to in the Tender Documents upon the Terms and Condition contained or referred to there in. and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the Tender Form.

Further, I/We agree that is case of forfeiture of earnest money or both Earnest money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. **Cost of tender may be added to the earnest money in case tender are downloaded/submitted through internet.**

Name and signature of Contractor: before submission of tender

Witness.

Address.

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Signature of Witness to Contractor Signature

Occupation

The above tender for the sum of ₹.

Is hereby accepted by the Executive Engineer **RPD – 4/ DDA**.....

..... No DDA on behalf of The Delhi Development Authority.

Dated the day of

Name and Signature of Executive Engineer

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DELHI DEVELOPMENT AUTHORITY

General Rules and Directions: -

The liability of exemptions for depositing the Earnest Money by virtue of exempting the bond stand with-drawn wef 26.12.89. and all the bond stand cancelled from this date intending tender has to deposit the required earnest money with individual tender as mentioned in para 8 of PWD- 6 from

1. All works proposed for execution by contractor will be notified in an 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 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 tendered. Copies of the specification design and drawings and schedule of quantities and 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 produced with the tender and it must be disclosed 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 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. Tender which propose any alteration in 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 i/e conditional or unconditional rebate summarily 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. Tenders shall have the name and number of the work to which they refer written outside the envelop.
- A. The rate (s) and or amount (s) must be quoted in decimal coinage. Amount must be quoted in full Rupee ignoring fifty paisa as Rupee one.
5. The Divisional officer or his duly authorized representative will open tenders in the presence of intending contractor 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 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 sign copies of the specifications and other documents mentioned in rule-1 in the event of a tender being rejected, the Earnest Money forwarded with such unaccepted tender shall there upon be returned to the contractor remitting the same.
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 the Divisional Officer or a duly authorized cashier of CAU/ **Rohini** Zone/ DDA.
8. The memorandum of work tendered for the schedule of materials to be supplied By the DDA and their issue rates shall filled in and completed in the office Of the Divisional Officer before the tender form is issued. If a form issued to an intending tendered 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 rate written either in figure or words. Then the rates quoted by the contractor in word shall be taken as correct. Where the rate quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise provided be taken as correct and not the amount. In the event of no rate has been quoted for any item (s), leaving space both in figure(s), words(s), and amount blank, it will be presumed that the contractor has lorded 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 tender shall sign a declaration under the official secret act for maintaining secrecy of the tender shall return all the drawing or other records connected with work given to them. The unsuccessful tendered shall return all the drawing given to them.
12. Use of correcting fluid any where in tender document is not permitted. Such tender is visible for rejection.
13. No payment for the work done will be made unless contract is signed by the contractor

DECLARATION

I/We am/are hereby declare that I we shall treat the tender document drawing 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 are authorized to communicated the same or use the information in any manner prejudicial to the safety of state.

Signature of the Contractor

Address.

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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 complementary to one another.
- (2) In the contract the following expression shall there of unless the context otherwise. Requires. Have the meting here by respectively assigned to them.
 - (a) The expression works or works shall there of unless there be something either in the subject or conterepugnat to such construction. Be constructed and taken to mean the work 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 on it 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 of 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 composing 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) Chairman of DDA shall mean the Lt. Governor of Delhi.
 - (g) The term Chief Engineer means concerned Zonal Chief Engineer Delhi Development Authority Words imparting the singular number include the plural number & Vice-Versa.
 - (h) The chief Technical Examiner/ technical Examiner means the technical examiner of Central Vigilance. Commission of Govt of India.
- (3) The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender for the works and of the rates and the prices quoted in the schedule of quantities, which rates and the price shall, excepts 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 document 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.
 - (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: -
 - (1) Description of Schedule of Quantities.
 - (2) Particular specification and special conditions, if any.
 - (3) Drawings.
 - (4) CPWD Specifications.
 - (5) 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 there in according to drawings and specifications or from any of his obligations under the contract.

Clause 1: Recovery of Security Deposit.

The person/ persons whose tender (s) may 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 10% of the gross amount of each running bill till the sum along with 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 from 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 forthwith on Demand furnish additional security to the DDA to make good the deficit.

All compensations or the other sum of money payable by the contractor under the terms of this contractor 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 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 deposited being reduce 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 schedule 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 rate mentioned above and Earnest Money if deposited in cash at the time of tender will be treated a part of the security deposit.

NOTE: -1. Govt papers tendered as security will be taken at 5% (five percent) Below its market price or 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 the interest to the extent of deficiency in value of the Govt. paper will be withheld if necessary.

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

Clause:-1(a) :- Performance Guarantee

- (i.) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE OF 5% (five percent) of the Tendered Amount in addition to other deposit 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 letter of intent This period can be further extended by the Engineer-in-charge upto a maximum period of 7 days on written request of the contractor starting the reason for delay 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 bond of any Scheduled Bank or the State Bank of India. In accordance with the form annexed hereto (Annexture-1). 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 tendered of the decision of the competent authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received In case of failure by the contractor to furnish the performance guarantee within the specified period. Govt 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 up to the stipulated date of completion plus 60 days beyond that In case the time for completion of works gets enlarge, the contractor shall get 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 agreements, within 30days of the service of notice to this effect by Engineer-in-charge.
 - (v.) In the event of the contract being determined or rescinded under provisions 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 1A.

Clause: -2 Compensation for Delay.

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

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

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

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

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the DDA. In case, the contractor does not achieve a particular milestone mentioned in Annexure-II 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 the withheld amount should be released in case the contractor fails to make up for the delay in subsequent milestone (s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Clause: -3

The Engineer-in-charge may without prejudice to his right, against the contractor in respected of any delay or inferior workmanship or otherwise on to any claims for damage 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 requirement of such notice for a period of seven days thereafter.
- (ii.) If the contractor being a company shall pass resolution or the court shall make an order that the company shall be would 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 manage or which entitle the court to make a winding up order.
- (iii.) Deleted.
- (iv.) If the contractor has, without reasonable cause, suspended the progress of the work or has fails to proceed with the work with due diligence so that in 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.

- (v.) If the contractor fails with to complete the work within stipulated date or items of work with individual date of completion, if any stipulate, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
- (vi.) If the contractor persistently neglects to carry out his obligations under the contract and / or commits defaults 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 7days after a notice in writing is given to him in that behalf by the Engineer-in-charge.
- (vii.) If the contractor commits any acts mentioned in clause 21 hereof.
- (viii.) If the work is 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 determined or rescind the contract as aforesaid (of which termination or recession 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 forfeited and shall be absolutely at the disposal of the DDA.
 - (b) Deleted.
 - (c) After giving notice to the contractor to measure the work of the contractor and to take such whole, or the balance or past thereof, as shall be unexecuted out of his hands and to give it to the another contractor to complete the work. The contractor, whose contractor 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 course (s) 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 recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause: - 3A

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

Clause: - 4

In any case in which any of the powers conferred upon the Engineer-in-charge by Clause 3 here of, shall have become exercisable and the same are not be exercised the non -exercise there of shall not constitute waiver of any of the conditions here of and such power shall not with standing be exercisable in the event of the any future case of default by the contractor and the liability of the contractor for the compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the power vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor take possession of (or at the sole discretion of the. Engineer-in-charge which shall be final) and binding on 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 there of, belonging to the contractor, or procured by the contractor and intended to be used for the execution of those 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 fixed and binding on contractor otherwise the Engineer-in-charge by giving notice in writing may order the contractor, or his clerk of the works, foreman or other authorized agent to remove such tools, plants, materials or stores, from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition of 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 respect and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause: - 5 Time and Extension for delay.

The time allowed for execution of the works as specified in the Annexure-II or the extended time in accordance with these condition 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 issue 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 submitted 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 traders of sectors of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the Limitation of time imposed in the contracts documents, and further, to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestones given in Annexure-II

5.2 if the work (s) be delayed by: -

- (i.) Force majeure, or
- (ii.) Abnormally bad weather, or

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- (iii.) Serious loss or damage by fire, or
- (iv.) Civil commotion, local commotion of workman, strike or lockout affecting any of the traders employed on the work, or
- (v.) Delay on the part of other contractors or tradesman engaged by Engineer-in-charge in Executing work not forming part of the contract, or
- (vi.) Non availability of stores, which are the responsibility of Govt /DDA to supply or
- (vii.) Non availability or break down of tools and plant to be supplied by Govt./DDA. or
- (viii.) Any other cause which in the absolute discretion of the authority mentioned in Annexure II 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 Requested 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.

In any such case the authority mentioned in Annexure-II 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 defect (a) to be rectified by the contractor. And/Or (b) for which payment will be made at reduced rates, shall the work be considered to be complete until the contractor shall have removed from the premises on which, the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangement required for his/her work people on the site in connection with the execution of the work, 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 there of, and not until the work shall have been measured by the Engineer-in-charge. If the contractor fails to comply with requirement 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 the same as he think fit and clean of such dirt as aforesaid, and the contractor shall have no claim In respect of any such scaffolding or surplus materials as aforesaid accept for any sum actually released by the sale thereof.

Clause: - 6 A

The splashes and dropping from white washing color washing, painting etc. on wall of 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. When the work without waiting for the actual completion of the other items of the work in contracts in case the contractor fails to comply with requirements of the 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 : Deleted

Clause: - 6 C : Deleted

Clause: - 7

No payment shall be made for a work estimated to cost rupees five thousand or less till 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 thereof executed to then executed to the satisfaction of the Engineer-in-charge whose certificate of the sum so payable shall be final or conclusive against the contractor. But all such intermediate payments shall be regarded by payment by way of advance against the contractor, But all such intermediate payments shall be regarded by payment by way of advance against the final payment and not as payment for work actually done completed and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and 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 accruing of any claims, not shall it conclude determine or affected 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 very or effected 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 data of the certificate of completion furnished by the Engineer-in-charge and, payment shall be made with three months with amount of the contract plus that of additional items is up to Rs 2 Lacs and in 6 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 thee month or 6 month or as the case may be, The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

Whenever 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 up to (a) lintel level (including sunshade etc) and (b), slab, level for each floor worked out at 75% of the Tendered rate may be made in running accounts bills by the Engineer-in-charge in his discretion on the basis of certificate from the Assistant Engineer to the effect that the work has been, Completed upto the level 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

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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 measurements 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 on 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 as subordinate to measure up 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 measurement 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 of 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 his 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 as the case may shall be final and binding on the contractor.

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 tender or in the, case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tendered as 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, registered financial, cooperative or thrift societies or required financial institutions instead of direct to him provide that the contractor furnished to Engineer-in-charge

- (1) On authorization in the form of legally valid documents such as power of attorney / conferring authority on the bank, registered financial, cooperative or thrift societies or recognized financial institutions to receive payment and
- (2) Him 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 proffered against Delhi Development Authority before settlement by the Engineer-in-charge of the amount or claim by payment to the bank. registered financial, cooperative or thrift societies or recognized financial institutions While the receipt given by such bank, registered financial, cooperative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bill duly receipted and discharged through his bank, registered financial, cooperative or thrift societies or recognized financial institutions. Nothing herein contained shall operate to credit in favor of the bank, registered financial, cooperative or thrift societies or recognized financial institutions any rights or equities vis-a-visa the President of India.

Clause: - 10 Stores to be 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 70 the contractor shall be bound to procure 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 materials may be set off or deducted from any sums then due, or there after to become due to contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of the sale there of if the same is held in Govt. Securities, the same of sufficient portion there of being in this cases sold for the purpose. Notwithstanding any thing to the contrary contained. If 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 trustee of the store/ materials and the said store/materials shall not be removed (disposed off from the site of the work on any account and shall be at 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 if 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 / materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores / materials.

On being required to return the stores/materials the contractor shall and over the stores / materials on being paid or credit 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 advantage of profits resulting or which in the usual course would having resulting or which in the usual course would having resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damage on the account of the delay in supply or non-supply there of all or any such materials and stores. Provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the DDA with in the schedule time for the completion of the work plus 50% there of (Schedule tome plus 6 months If the time of the completion exceed 12 months) but if a part only of the materials has been supplied with in the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and the stores supplied in the aforesaid period for the completion of the rest of the work contractor shall be entitled such extension of the times as may be determined by the Engineer-in-charge whose decision in his regard shall be final.

Clause: - 10 A

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The Engineer-in-charge shall have full powers to acquire 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 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 power to require other proper materials 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 are to 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 of the work upto 75% of estimated value of any materials which are in opinion of the Engineer-in-charge non-perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and protected in the works damaged 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.
- (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 Mobilization advance before such amount is released. Such amount shall be in two or more installments to be determined by the Engineer-in-charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-charge in this behalf. The second and subsequent installments shall, be released by the Engineer-in-charge only after the contractor furnishes a part of the satisfactory utilization of the entire satisfaction of the Engineer-in-charge. Provided always that provision of the clause 10-B(ii) shall be applicable only when so provided in schedule 'F'
- (iii.) An advance for plant & 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 & machinery to site. Such advance shall be given on such plant & machinery, which in the opinion of the Engineer-in-charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% 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 produce 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 ₹.50,000/- Seventy five percent of such amount of advance shall be paid the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.
This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-charge to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the DDA as specified by the Engineer-in-charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall entirely recovered in lump sum.
The contractor shall insure that 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 percent of the gross value of the work is executed and paid on pro rata percentage basis to the gross value of the work build 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 circumstances are considered reasonable by the Engineer-in-charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-charge.
- (vi.) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

Clause: - 10 C

If after submission of the tender the price of any materials incorporated in the work (not being materials supplied from the Engineer-in-charge stores in accordance with clause 10 thereof) and / or wages of labor increases as a direct result of the coming in to force of any fresh law, or statutory rule or order (but not due to any changes in sale tax) and such increase in the price and / or wages prevailing at the time of the last stipulated date for the receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and / or in respect of labor engaged on the work such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the work (not being a material supplied from the Engineer-in-charge stores in accordance with clause 10 thereof) and / or wages of labor is decreased as a direct result of the coming in to force of any fresh law any statutory rules and orders (but not due to any changes in sales tax) and such decrease in the

price and or wages prevailing at the time of receipt of the tender for the work DDA shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-charge's stores in accordance with clause-10 thereof), and / or labor engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to be difference between the prices of the materials and/ or wages as prevailed at the times of the last stipulated date for ' receipt of tenders including extensions if any, for the work and the price of material and/ or wages of labor on the coming into force of such law, statutory rule or order.

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

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

Clause: - 10 CA

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

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

The increase/ decrease in prices shall be determined by the All India wholesale price indices for cement and steel (bars & rods) as published by Economics Advisor to Government of India, Ministry of Commerce and Industry and base price of cement and / or for steel reinforcement bars as issued under authority of DG (w), CPWD as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

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

$$(a) \quad \text{Adjustment for component of 'Cement' } V_c = P_c \times Q_c \times \frac{C_1 - C_{10}}{C_{10}}$$

Where,

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

P_c = Base price of cement as issued under authority of DG (W), CPWD valid at The time of the last stipulated date of receipt of tender including extension, if any

Q_c = Quantity of cement used in the work since previous bill.

C_{10} = All India whole sale Price Index for cement as published by the Economic Advisor to Government of India. Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any

C_1 = All India whole sale Price Index for cement for period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce.

$$(b) \quad \text{Adjustment for component of steel. } V_s = P_s \times Q_s \times \frac{S_1 - S_{10}}{S_{10}}$$

Where,

V_s = Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees to be paid, or recovered.

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

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

S_{10} = All India whole sale price Index for steel (bar and rods) for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

S_1 = All India whole sale price Index for steel (bar and rods) for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce.

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

Clause: - 10 CB : Deleted

Clause: - 10 CC : Deleted

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 of 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 50kg bags. The recovery rate of cement is inclusive of cost jute paper or HDPE bags.

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Clause: - 10 F

In case the empty cement bags are required by DDA for benefited use in work, The Executive Engineer-in-charge of work shall have the power to collect the bags himself and the contractors shall have to return desired number of empty number of empty jute poly bags in serviceable condition to him on the same condition and as per prevailing rates of DGS & D for bag collecting agents.

Clause: - 11 Work to be executed in accordance with specifications drawing, Order etc.

The contractor shall execute the whole and very 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 drawing 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 upto date corrections slips with any printed publications. On 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 to make any alteration in omission from addition to or substitute for the Original specifications drawings and instructions that may appear to him to be necessary or advisable during the progress of the work and the (to quite a part of the work in case of non availability of a portion of the site of for any other reason) 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 in validate the contract and any altered additional substituted work which the contractors may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all. Respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contracts work and the certified of the Engineer-in-charge shall be conclusive as to such proportion. Over and above this 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 provision 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 for additional or substituted work includes any work for which no rate is specified in the contract for the work can not be derived from the similar class of work in the contract then such work shall be carried put at the rates entered in the current CPWD. Schedule of rates for Delhi 2002 with upto date correction slips above 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.) 1994 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 upto date correction slips above plus/ minus percentage which the total tendered amounts bear to the estimated cost of the entire work put to tender with upto date correction slip plus / minus the percentage which the total tendered amount bears 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. (Int.) 1994 and Pt.II (ext.) 1995 for Electrical works.
- (v.) The rates for the altered, additional or substituted 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 from the date of receipt of order to carry out said the work inform The Engineer-in-charge of the rate which it is his intention to charge for such class of work, supported by the analysis of rate or rates claimed and the Engineer-in-charge shall determined the rate or / rates on the basis of prevailing market rate and pay the contractor accordingly however the Engineer-in-charge, by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rate of items falling under the clause.
- (vi.) Except 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 limited) 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 additions or 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 walls of water reservoirs, the bed of floors level.
 - (c) For retaining walls where floor level is not determinates 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

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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 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 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 sub-clause (ii) of clause 12 and Engineer-in-charge may revise their rates having regard to the prevailing market. Rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-charge shall however be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such a manner as he may consider advisable but under no circumstance the contractor shall suspended 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 sub-clause (ii) 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 be 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 bonafied brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion there of and than 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 materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued from DDA Stores and returned by the contractor to DDA Stores, credit shall be given to' him by the Engineer-in-charge at the rates not exceeding those at which they where originally issued to him after taking into consideration and deduction for claim on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of the Engineer-in-charge shall be final.

Clause: - 14

If it shall appear to the Engineer-in-charge or any officer deputed his authorized subordinate-in-charge of the work of the Chief Engineer, Superintending Engineer, Chief Technical Examiner/Technical Examiner of Central Vigilance Commission or any officer deputed & Chief Engineer Quality Control DDA or by 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 contracted 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 the forth with rectify or removed and reconstruct the work so specified in whole or in part as the case may require or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and the event of his failing to do so within a period to be specified by the Engineer-in-charge in his own proper charge and cost and the event of his failing to do within a period to be specified by the Engineer-in-charge his demand aforesaid than the contractor shall be liable to pay compensation at the rate of one percent on the estimated amount put to tender for every day not exceeding ten days while his failure to do shall continue and in the case of any such failure. The Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of a the case may be a the risk and expense in all respects of the contractor.

Clause: - 15

All work under or in course of execution or pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his authorized subordinates and the central vigilance commission or by the chief Engineer quality control DDA Or his authorized subordinate officer, and the contractor shall at all times during the usual working hours, and at all others times at which reasonable notice of the intention of the Engineer-in-charge or his authorized subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor 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 Commissioner 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.) / E.E.(Q.C.).

Clause: - 16

Contractor shall given 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 in order that the same may be measured and correct dimension there of be taken before the same is so covered up or placed beyond the reach of measurement

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and' shall not cover up & place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge of his authorized subordinate in charge of the work and the Engineer-in-charge or his authorized subordinate in charge of the 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 or the Engineer-in-charge consent being obtained the same shall be uncovered at the contractor's expense or in default there of no payment or allowance shall be made for such work or the materials with which same was executed.

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, road kerb, fence enclosure, water pipe, cables, drains Electric or Telephone post or wires or trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress from any 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 ₹. 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 on 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 the may be due or at any time after may become due to the contractor, or from his security deposit for the portion pertaining to asphalted 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 aphetic work is governed by sub-para (iii) of clause 35 shall not be refunded before the Exp. Of.12 Months (Six months is case of any work other then road work costing ₹.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 : Deleted

Clause: - 17 B, Defects relating to work 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: - 17 C

Provided further that in respect of carriage contracts the Security Deposit of the contractor shall not be refunded before the expiry 3 months period after issue of the certificate of completion of work or till the final bill has been prepared and passed which ever is later.

Clause: - 18 Contractor to supply tools & Plants etc.

The contractor shall provided 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 this conditions or not 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 this conditions he is entitled to be satisfied or which he is entitled to require together with carriage there of to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting weighing and assisting the measurement for examination at anytime and from 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 recover such amount or any part there of by deducting if from the security deposit or from any sum due by Delhi Development Authority to the contractor whether under this contract 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.

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 amentias required to be provided under the above said Act and the Rules under clause 19-H or under the. CPWD Contractor's labour Regulations, of under the rules framed by the Government form time to time for protection of health & sanitary arrangements for workers employee by DDA contractors, DDA will recover form 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 Contractor labour (Regulation & Abolition) Act, 1970, DDA shall be at liberty to recover such amount or any part there of deducted from the security deposit or from any due by DDA to the contractor whether under this contract or otherwise DDA shall not be bound to contest any claim made against it under section 20, sub-section (i) and Section 21, Sub Section (4) of the said act.

Clause: - 19: labour laws to be complianced with by the contractor

The contractor shall obtain a valid 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 sell also abide by the provisions of the child labour (Prohibition and regulation) Act. 1986. The

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contractor shall also comply with the provisions of the building and other construction workers (Regulation of employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant, non-execution of the work.

Clause: - 19 A: No labour below the age of eighteen Years shall be employed on the work

Clause: - 19 B: Payment of wages to labour.

- (a) The contractor shall pay not less than fair wages to laborers 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 Delhi Administration 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 laborers 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) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract the contractor shall comply with or cause to be complied with the DD.A. Contractor's labour regulations made by Delhi Administration from time to time regard to payment of wages, Wages period deductions form wages, recovery of wages hot paid and deductions unauthorisdelly 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 provision of the contract labour (Regulation, and abolition) Act 1970 and contract labour (Regulation & Abolition)' central rules, 1971, which ever applicable.
- (d) (i.) 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.
- (d) (ii.) A labour welfare cess @ 1 % of the contract value of as notified by the Govt. of NCT of Delhi shall also be deducted from the contractor shall as per provision mentioned in the Delhi Building and other Construction Workers (Regulation of Employment and conditions of service) Rules/Acts.
- (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 laborers 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 laborers 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 cash of the Union territory of Delhi, however, as the all Inclusive minimum daily wages fixed under Delhi Government Notification No. F-12 (1) 88/MW Lab / 1961 -98 dt.28.4.89 and F-12 (142) 90/MW/Lab/792dt.1.8.90 and subsequent letter of even No. Dated 1.2.91. and F-12 (142)90/MW/Lab767dt.9.8.91 are inclusive wages for the weekly day of rest; the question of extra payment for the weekly holiday would not arise. F-12 (1) 88/ MW/ LABI1961-1968dt.28.4.89, F-12 (142)90 /MW/Lab / 792 dt. 1-80-90, F-12 (142) 90/MW/Lab dt. 4-2-91 F-12 (142) 98/MW/Lab/278 dt. 19-5-98 F-12 (142) 98/MW/ Lab /116 dated'26-3-99, F12 (142) 32/ MW/ Lab/ Pt. dt 26.06.03 or as amended form time to time.
- (f) Vis-a-vis the Delhi Development authority and the Contractor shall be primarily liable to all payment to be made under, and for the observance of the Regulation aforesaid without prejudice to his right to claim indemnity from sub contractors.
- (g) The regulation aforesaid, shall be deemed to be a part of this contract and any breach there of shall be deemed to be a breach of this contract

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

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provision as Per Safety Code framed form 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 to 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 to the Engineer-in-charge a true Statement showing in respect of the seconds 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 fort night 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 -19 F 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 labour 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 for the protection of health and sanitary arrangement for workers employed by the Delhi Development Authority and it's contractors.

Clause: - 19 F: Leave and pay during leave shall be regulated as follows:

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1. Leave: - 1. 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.
Leave: - 2. In case of miscarriage, upto three weeks form the date of miscarriage.
2. Pay: - 1. 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 gives notice that she expects to be confined or, at the rate of rupees one only day whichever is greater.
Pay: - 2. 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 less than Six month 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,

Name of Employee 1	Father's Husband's Name 2	Nature of employment 3	Period of actual appointment 4
Date on which notice of Commenced given	Date of Delivery/ miscarriage	Date on which maternity leave Confinement and ended.	
		In case of Delivery	In case of miscarriage
Commenced	Ended	Commenced	Ended
5	6	7	8
			9
			10
Level pay paid to the employee			
In case of delivery		In case of miscarriage	
Rate of leave pay 11	Amount paid 12	Rate of leave pay 13	Amount paid 14
			Remarks 15

Specimen form of the Register regarding maternity befit admissible to contractor's labour in Delhi Development Authority work:

1. Name of the work. Name of Contractor.
2. Name other women and her husband's name.
3. Designation.
4. Date of appointment.
5. Date with months & years in which she is employed.
6. Date of discharge/ dismissal if any.
7. Date of production of certificate in respect of pregnancy.
8. Date on which women informs about expected delivery.
9. Date of delivery / miscarriage/ death of
10. Date of production of certificate in respect 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 befit.
13. The name of the person nominated by the women to receive the payment of the maternity benefit after her death.
14. If women dies, the date of her death, name of the person to whom Maternity benefit amount was paid, the month there of 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: - 19 G: 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 form 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 riot exceeding Rs 50/- per day for each day default, breach or furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to ₹.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 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) shall within the period specified 8in the notice to comply with and/observe the said rules and to provides the amenities to work people as Aforesaid, the Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractors(s) The contractor (s) shall erect, make and maintain at his/their own expenses and according to approved standards and all necessary huts and sanitary arrangement required

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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 huts and sanitary arrangements be remodeled and/ or reconstructed according to approved standards, and if the contractors shall fails to remodel or reconstruct such huts and sanitary arrangement according to approved standards within the provide specified in the period specified in the notice, the Engineer-in-charge shall have the power remodel such huts and sanitary arrangements, according to approved Standards at the cost of the contractor (s) .construction of labor huts near work sites shall be avoided as far as possible. Whenever labor 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 the number of huts to be constructed. The Engineer-in-charge shall obtained 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 proforma

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 site as shown
On the site plan and duly signed by me/ us. Belong to me/us. These shall be removed from the site before the completion of the work In case of Failure to do so, the department can get same removed at my risk and cost.
The contractor 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: - 19 H: Specifications for labour camp.

The contractor (s) shall at his / their own cost provide his/their labour with a sufficient number of huts /huts (here in after referred to as the camp) of the following specifications on a suitable plot 01 lard to be approved by the Engineer-in-charge.

- 1.(a.) The minimum height of each hut will be 2.10 meters (7' -0") and the floor area to be provided at the @2. 7qm (30 sq. ft.) for each member of the worker's family staying with labourer
- 1.(b.) The contractor(s) shall in addition construct suitable cooking place having minimum Area' of (1 8x1 5m) (6 x5) adjustment to the hut for each family.
- 1.(c.) The contractor (s) shall also construct temporary Latrines and urinals for the use of the labourers each at the scale of not less than four pan each one hundred of the total strength separate latrines and urinals be provided for women
- 1.(d.) The contractors (S) shall also construct sufficient number of bathing & washing places, one unit for every 25 persons residing in the camp. Theses bathing & washing places shall be suitable screened.
- 2.(a.) The floor of hut shall be in bricks and shall be at least 6"(0.15m) above the surrounding ground. The huts shall be of canvas cloth (water proof) as may be approved by the Engineer-in-charge and the contractor shall ensure that through out the period of their occupation the huts remain water tight. The contractor shall provide the proper ventilation, all doors, windows shall be provided with suitable locking arrangements for security purpose.
- 2.(b.) There shall be kept an open space of at least 8yards (7.2) between the rows of huts, which may be 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. The provision shall not less than two gallons of pure and whole some water per head per day for drinking purpose and three gallons of clean water per head per day bathing & 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. The 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 out the number of laboures employed so that arrangement 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 is readily available the contractor would provide sufficient street lights for the labour camp, as per directions of the Engineer-in-charge.

Clause: - 19 I

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

Clause: - 19 J

It shall be the responsibility of the contractor (s) to see that the building under construction is not occupied by any body

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unauthorized during construction, and to 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 6% 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 illegal occupation any time on or before construction and delivery.

Clause: - 19 K

The contractor shall comply with all the provision of the Delhi Building and other construction workers (Regulations of Employment and condition of service) Rule 2002 framed under section 62 of the Building and other construction workers (Regulations of Employment and condition of service) Act 1996 of Government of India as notified by the Government of NCT of Delhi vide notification No. DLC/CLA/BCW/01/19 dated 10.01.2002 which inter alia provides that a cess @1% of the cost of construction/ project of 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.

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 from time to time.

Clause: - 21

Work not to be sublet contract may rescinded and security deposit forfeited for sub-letting bringing or it 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 assignor sublet his contract or attempt to do so, or become insolvent or commence an insolvency proceeding or make any composition with his credit ions or attempt to do so or if any bribed 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 arid in the event of any these courses being adopted the consequences specified in the said clause 3 shall ensue.

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 in to any Partnership agreement where under the partnership firm would have the right to carry out the works here by undertaken by the contractor. If previous approval as aforesaid is not obtained, the Contract or shall be deemed to have been assigned in contravention of clause 21 here of and the same action may be taken, and same consequences shall ensue as provided in the said clause 21.

Clause: - 24

All works to be executed under the contract shall be executed under the direction And subject to the approval in all respects of the Engineer-in-charge who shall be entitled to direct at what point or point 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 which may be decided to be accepted and will be final.

Expert 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 drawing, 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 instructions or decision. The Superintending Engineer in charge shall give his written instructions or decision within period of one month from the receipt of contractor letter.

If the Superintending Engineer fail to receive the 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's the contractor may, within 15 days of the receipt of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer, who shall afford an opportunity to the contractor to be heard.

If the latter so desires and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of the contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Engineer Member for appointment of Arbitrator, failing which, the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

- ii). Expert 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 appointed 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.

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 DDA shall be discharged and released of all liabilities under the contract in respect of these claims.

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

It is also a term of this contract 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 ₹. 1,00,000.00 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.

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 of part there of 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 there of and contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any legation 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: Delete

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 specification then in /such case the work shall be carried out in all respect and in events of these being modified specifications in accordance with the instruction and requirements of the Engineer-in-charge.

Clause: - 29: (1) Withholding and lien in respect of sums from contractor

Wherever any claim or 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 or sums in whole or in part from security if any deposited by the contractor and for the purpose aforesaid the Engineer-in-charge or the D.D.A. shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security, being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-charge or the D.D.A shall be entitled to withhold and have lien to retain to the extent the such claimed amount or amounts referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-charge of the D.D.A. or any contracting persons 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 with held or retained under the lien referred to above by the Engineer-in-charge or D.D.A. Till the claim arising out of under the contract is determined by the competent court that the contractor will have no claim for interest or damages what so over 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 in 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.

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Delhi Development Authority shall have right to cause an audit 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 recover the same from him in the manner legally prescribed in sub-clause (1) of this clause or in any other manner 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 shall be agreed upon between the Chief Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the 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 deposit returnable 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 and claim of the Engineer-in-charge or D.D.A or such other Persons or person in respect of payment of a sum of money arising out of or under any contract made by the contractor with the Engineer-in-charge or D.D.A or with such other persons or persons.

It is an agreed terms of the contract that sum of money so withheld or retained under this clause by Engineer-in-charge or the D.D.A. will be kept withheld or retained as such by Engineer -In Charge or the D.D.A or till his claim arising out of the same contract or any of her contract is either mutually or by the competent Court, as the case may be and that the contractor shall have no claim for interest or damages what so ever on this account, or any other ground in respect of any sum of money with-held or retained wider 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 there same. This will subject to the following Conditions:

1. That the water used by the contractor shall be fit for construction purpose to the satisfaction of the engineer -In Charge. The cost of testing shall be paid by the contractor.
2. The Engineer-in-charge shall make alternative arrangements for supply of water at risk & cost of contractor(s) if the arrangement made by the contractor(s) for procurement of water in the opinion of the Engineer-in-charge are unsatisfactory.

Clause: - 31: (A)

The unfiltered water required for construction shall be supplied to the contractors at their request by the Department in case of its availability and this supply shall be subjected to the following conditions:

- (a) The contractor's shall pay to the Department at the rate of 1% (one percent) of the total cost of the entire work which will be recovered from the running bills.
- (b) The contractor's shall make his own arrangements for water connection if required and the laying of pipe line from any one point at the site of work

Clause: - 32: (1)

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 recorded 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: (2) Contractor to repair the wells/ hand pump at sites.

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

Clause: - 33: Return of surplus materials.

Notwithstanding any thing contained to the contrary in any or all of the clause of this contract, where an 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 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 whatsoever an being paid or credited such price at the Engineer-in-charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charge 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 to 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 DDA 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: Deleted

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

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- (ii.) The contractor shall collect the total quantity of tar or bitumen required for the work as standard formula before the process of painting is started and shall hypothecate it to the Engineer-in-charge. If any bitumen or tar remains unused and the 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.
- (iii.) The contractors undertake the responsibility for their proper watch. Safe custody and protection against all risk. The material shall not be removed from site of work without the consent of the Engineer-in-charge in writing.
- (iv.) 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 defective 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 along there after as maybe 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(i). The Engineer-in-charge shall within 15 Days of receipt 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 on after receipt of the approval from Engineer-in-charge and shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm / company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to present him and to be present at the work whenever the contractor is not in a position to be present. All the provisions applicable to the principal 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 instructions. 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) during important stage not execution of works during recording of measurement of work and whenever so required by the Engineer-in-charge by a notice as aforesaid and shall also note down instruction conveyed by the Engineer-in-charge or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurement. There shall be no objection if the representative / agent looks after more than one work and not more than three work in same station provided these Details are disclosed to the Engineer-in-charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.

If the Engineer-in-charge whose decision in this respect is final and binding on the contractor is convinced that no Technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause a recovery shall be effected from the contractor as specified in clause 36 (i) and the decision of the Engineer-in-charge as recovered in the site order book and measurement recorded in Measurement book shall be final and binding on the contractor. Further 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/ fixed 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 assistant 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 employ skilled, semiskilled and unskilled labour as in 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 from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-charge to be undesirable such person shall not 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 (i): Minimum qualification and experience required for principal Technical Representative.

- | | |
|--|--|
| (a) For Works with estimated cost put to tender more than | |
| (i.) ₹. 10 Lacs for Civil Work | Graduate or retired. AE |
| (b) For works with estimated cost put to tender. | |
| (i.) More than ₹. 5 Lakh but less than ₹. 10 Lacs for Civil works | Recognized Diploma holder |
| (c) Discipline for which the Principal Technical Representative should belong | Civil. |
| (d) Minimum experience of works | 10 Years |
| (e) Recovery to be effected from the Contractor in the event of not fulfilling the provision of clause 36(1) | ₹. 25,000.00 pm for Graduate
₹. 15,000.00 pm diploma holder |

Clause: - 37

The whole work may be split up between two or more contractors or accepted in part and not in entirety 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 work there 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 circumstance as aforesaid from dues of the contractor. Sales tax including cess or any other tax on materials 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 remedied under this contract if the contractor dies, the Divisional Officer on behalf of the Delhi Development Authority shall have the option of terminating the contract without compensation to the 'heirs' of the contractor

Clause: - 40

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 the 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 working as group A or group B & C officer in D.D.A He shall also intimate the names of they persons who are working with him in any capacity or are subsequently employed by him and are 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-2 of the agreement. In addition, he would also liable to be debarred from tendering in future in D.D.A

Note: By the term 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 Gazette rank or other gazette 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. is 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 @2.5% 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 from 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 up-to-date 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 derived from this 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 the estimated cost of which put to tender is less than ₹. 5 Lacs and 2%+/- for works. The estimated cost of which put to tender in more than ₹. 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 the in the event of it's being discovered that the quantity of cement used is less than the quantity ascertained as here allowing variation on the minus side as stipulated above. The cost of quantity of cement not so used shall recovered from the contract of on the basis of stipulated issued rates and cartage to site.
- (iii.) The provisions of foregoing sub-clause shall apply mutates 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.) Deleted
- (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, or rates 2002 with up to date correction slips the theoretical quantity of bitumen to be used In the work shall be calculated on the basis of standard formula as laid down by Superintending Engineer of the concerned circle. 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 he theoretical quantity shall be recovered at twice the issue of 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 if being discover that the quantity calculated in the manner aforesaid (no variation) on the lower side, The cost of quantity of bitumen not so used shall be recovered by the contractor on the basic of stipulated issued rate + cartage thereof up to site.
- (vi.) The provisions made above are without prejudice to the rights of the Delhi Development Authority to taken action against

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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 Godown as framed from time to time.
- (viii.) The contractor shall, bear all incidental charges, storage and safe custody of materials.
- (ix.) TMT shall be issued in lengths as available in the stores. No claim all this account shall be entertained.
- (x.) The contractor shall construct suitable godowns at the site of work for storing the materials safe against damages from sun, rain dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for this purpose.
- (xi.) Cement bags shall be stored in separate godowns as per typical godowns sketch attached with pucca floor and weather proof and walls. Each godown shall be provided with a single door with two locks. The key's of one lock shall remain with Delhi Development Authority's Junior Engineer-in-charge of work, and that of the other lock with the authorized agent of the contractor at the site of work, and that the cement is removed from the godown according to the daily. Requirement with the knowledge of both the parties the cement bags shall stacked on proper floor consisting of two layers of dry bricks laid on well consolidated at a level of at least one foot above ground level. These stacks shall be in rows of 2 bags and, 10 bags high with a minimum 2'-9" clear space around. The bags, should be placed horizontally continuous in each lines as shown in the accompanying sketch. The day receipts and issue accounts of cement shall be maintained by the Junior Engineer-in-charge and signed daily by the contractor of his authorized agent (stipulated material shall not be issued on 2nd Saturday, Sunday & Gazette holidays.)

Clause: - 43: DELETED

Clause: - 44: The compensation during war like situation,

The work (whether fully constructed or not) and all materials tools and plants, scaffolding temporary building and other thing 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 shall be 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 rate in accordance with provision of this agreements for the work of cleaning the site of debris Stacking or removal of serviceable materials and for the reconstructions of all works ordered by the Engineer-in-charge such payment being in addition to compensation up to the value of work originally executed before being damage 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 ₹. 5000/- and by the chief Engineer for a higher amount. The contractor shall be paid for the damage destruction suffered and for restoring the material at the rate based on the analysis of the tendered for in accordance with 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 or 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 it's 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 as abandoned how dies, 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 workman for all works that can not be safely be 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 used for carrying materials 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 (1/4 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 shall have a guard rail properly attached, bolted braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding of 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

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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 suitably 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, 1/8" (29 cm) for ladder up to and including 10 feet (3.05 m) in length. For longer ladder this width should be increased at least 1/2" (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 sites 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 proceeding at law that may be brought by any person by 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 in length or fraction thereof. Ladder extent from bottom of the trench to at least 3 feet (90cm) 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 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 be done.
7. Demolition:
Before any demolition work is commenced and during the process of the following safety measures shall be taken.
 - (a) All roads and open areas adjacent to the work site shall either be closed or suitably 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 person 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 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 sacking of cement bags or any materials 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 eye shields.
- (d) Stone bracers shall be provided with protective goggles and protective clothing and sealed at sufficiently safe intervals.
- (e) When workers are employed in sewers. Storm water pipe 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 2 to 3 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 give 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 inside the manhole such should be handed by two men standing 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 signs 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.
 - (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 lowered 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 worker shall be provided with Gumboots or non sparking shoes, helmets and gloves, non sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the

Limbs before working inside the Sewer lines.

- (xiv.) 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.
- (xv.) 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. Wherever 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 readymade 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 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 equipments 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.
- (a) White lead, soleplate of lead, or product containing these pigments shall not be used painting operation except in the form of pastes or paint ready for use.
- (b) 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.
- (c) Precautionary measures shall be taken whenever required in order to prevent danger arising out from dust caused by dry rubbing down and scrapping.
- (v.)
 - (a) Overalls shall worn by working painters during the Whole working period.
 - (b) Suitable arrangement shall be made to prevent clothing put on during working hours being spoiled by painting materials.
- (vi.)
 - (a) Cases of lead poisoning and suspected lead poisoning shall be notified and subsequently verified by medical man appointed by the competent Authority of DDA
 - (b) The D.D.A may require as & when necessary medical examination of workers (c) Instruction with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 10. When the work done any place where there is risk of drowning, 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 and of all injuries likely to be sustained during the course of work.
- 11. Use of hoisting machines and tools including their attachments, anchorage and supports shall conform to the following standards or conditions.
 - (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept repaired and in good working order.
- (1) 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.
- (2) 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 sign to operator.
- (3) In case of every hoisting machine end 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.
- (4) 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 at above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (5) 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 safeguards. 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, insulating mats, wearing apparent such as gloves, selves and boots a may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- 13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe 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 representatives.
- 16. Notwithstanding the above Clause (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or rule in force In the Republic of India.

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENT FOR WORKERS EMPLOYED BY D.D.A. OR ITS CONTRACTORS.

1. Application

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 during which the contractor work is in 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

- At every work place there shall be provided and maintained in an easily accessible place first aid appliances including an adequate supply of sterilised dressing cotton sterilised 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.
- At large work place where hospital facilities are not available within easy distance from the works, First Aid posts shall be established and run by a trained compounder.
- Where large place are at remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.
- 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:

CONDITION NO. 4 OF MODEL RULES.

- 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.
- Where drinking water is obtained from an intermittent public water supply, each work place shall provided with storage where drinking water shall be stored.
- 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 wells shall be entirely closed in and be provided with a trap door which shall be dust water proof.
- 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.
- 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 the tanker, and got tested. In water storage tanks chlorine table shall be added from time to time as per requirement so that portability of water remains intact. No extra payment shall be made on this account to the contractor.

5. Washing and Bathing place:

- Adequate washing and bathing place shall be provided separately for man and women.
- 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

There shall be provided within the premises of every work place latrines and urinals in an accessible for each of them not less than 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

7. Latrines and urinal for women:

If women are employee, separate latrine and urinal~ screened those for men marked in the vernacular in conspicuous letter 'for women only' shall be provided on the scale laid in rule 6. Those for men shall be similarly marked "For man only" A poster showing the figure of a man woman shall also be exhibited at the entrance of latrine for each sex. There shall be adequate supply of water close to the urinals and latrines.

8. 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 for times daily and at least twice during working hours and kept in a strictly sanitary condition, The receptacles shall tarred inside and out side at least once a year.

9. Construction of Latrines

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

10. 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 situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and conveying it with a 6" layer of waste or refuse and that covering it with layer of earth for a fortnight (when it will turn into manure).

11. Provision of shelter during rest:

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 should be on the basis of at least 5 square feet (0.46sqm) per head.

12. Creches:

- (a) At every work place where 50 or more women workers are ordinarily employed there shall be provided two huts for the use of children under the age of 6 years belonging to such women. One hut should be used for infant's games and play and other as their bedroom. The hut shall not be constructed on a lower standard than the following.
 - (i.) Thatched roof
 - (ii.) Mud floor.
Planks spread over the mud floor and covered with matting.
The huts shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provisions 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 hut 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 hut and one dais to look after the children of women workers.
- (c) The size of creche shall vary according to the number of women workers.
- (d) The creche shall be properly maintained and necessary equipment like toys etc. shall be provided.

13. Canteen

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

14. The above rules shall be incorporated in the contract and in the notice inviting tenders and shall form an integral part of the contracts.

CONTRACTOR'S LABOUR REGULATIONS

Short title: - These regulations, 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 expressions shall have the meaning hereby assigned to them respectively that is 10 say.

- (i.) "Labour" means workers employed by Delhi Development Authority or its Contractor directly or indirectly through a sub contractor or other persons or by an agent on his behalf on a payment as per minimum wages act and will not include supervisory staff like Overseers etc.
 - (ii.) "Fair Wages" means wages whether for time or piece 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 Delhi Administration vide Notification F-12 (142) 02 /MW/LAB /97 dt.26.06.03 or as amended from time to time (plus consumer price index)
 - (iii.) "Contractor" shall include every person whether a sub contractor or head man agent employing labour on the work taken on contractor.
 - (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 interval 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 or not.

3. Display of notice regarding wages etc.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in a 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 actual wages being paid (and other relevant information).

4. Payment of Wages

- (i.) Wages due to every worker shall be paid to him directly or through other person authorized on his 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 wage 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 exceed 1000 or exceeds 1000.
- (iii.) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid

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before the expiry of the day succeeding the one on which his/her employment 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 & 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 work but the same shall include the following particular:
- Name of the worker.
 - Rate of daily or monthly wages.
 - Nature of work on which employed..
 - Total number of days worked during each wage period.
 - Dates and period for which worked overtime.
 - Gross wages payable for the during wage period.
 - All deduction made form the wage with an indication. In each case of the ground for which the deduction is made.
 - 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 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 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:

- Full particulars of the laborers whose wages have not been paid.
- Reference number of the muster roll and wages register.
- Rate of wages.
- Wage period.
- Total amount not paid,
- Reason for not making payment.
- How the amount of unpaid wages was utilized.
- 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:

- Full particulars of the labourers who met with accident.
- Rate of wages,
- Sex
- Age
- Nature of accident and Cause of accident.
- Time and date of accident.
- Date & time when admitted in hospital
- Date of discharge from the hospital
- Period of treatment and result of treatment.
- Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- Claim required to be paid under Workmen's Compensation Act.
- Date of payment of details of the person to whom the same paid.
- Amount paid with details of the person to whom the same was paid.
- Authority by whom the compensation was assessed.
- 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:

- Will full subordination or disobedience, whether alone or in combination with another.
- Theft, fraud dishonesty in connection with contractor's business or property of the D.D.A
- Taking or giving bribes or any illegal gratification.
- Habitual late attendance.
- Drunkenness, fighting, rights or indecent behavior.
- Smoking near or around the area where combustible or other materials are, stacked.
- Habitual negligence.
- Habitual indiscipline.
- Causing damage to work in progress or to property of the D.D.A. or the contractor.

- (10) Sleeping on duty.
- (11) Malingering or slowing down work.
- (12) Giving false information regarding name, age, father's name etc.
- (13) Habitual loss of wages cards supplied by the Employers.
- (14) Unauthorized use of employer's property or manufacturing, or making of unauthorized articles at the work place.
- (15) Bad workmanship in constructions and maintenance by skilled workers is not approved by the Department and for which contractors are compelled to undertake rectification.
- (16) Making false complaints and or misleading statements.
- (17) Engaging in trade with in. the premises of the establishment.
- (18) Any unauthorized divulgence of business affairs of the employers,
- (19) Collection or canvassing for the collection. of any money within the premises of any establishment unless authorized, by the employers
- (20) Holding meeting inside the premises without previous section of the employer,
- (21)
 - (a) 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 or 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 in respect of such acts and omissions on his part as have been approved /by the Chief Labor Commissioner.
 - (iii.) No fine shall be imposed on a worker and no deduction for damage or loss shall, be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - (iv.) The total amount of fine which may be imposed in anyone wage period on a worker, shall be exceed an amount equal to three Paise in a rupees of the total wages, payable to him in respect of that period.
 - (v.) No fine imposed on any worker shall be recovered from him by installment or after the expiry of sixty days from the date on which it was imposed.
 - (vi.) Every fine shall be deemed to have been imposed on the day of the Act or omission in respect of which it 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 from in from Nos. 1 and 2 respectively which should be kept at the place of work.
 - (ii.) The contractor shall maintain in both, English and the local Indian Language a list approved by the Chief Labor Commissioner clearly stating the act of omission for which penalty, or fine imposed on a workman and displayed 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 them and shall be made available for inspection by the Engineer-in-charge, or Labor Welfare Officer or any other officer authorized by Ministry of Urban affairs & Employment Government of India on the behalf.

12. Power of Labor Welfare Officer to make investigations of Enquiry.

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

13. Report of labor Welfare Officer

The Labor 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 the necessary deduction from the contractor's bill be made and the wages and other dues be paid to the laborers concerned. In case an appeal is made by the contractor under clause 14 of these regulations actual payment of laborers will be made by the Executive Engineer after the Regional Labor Commissioner has given his decision on such appeal.

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

14. Appeal against decision of Labor Welfare Officer.

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

15. Prohibition regarding Representation Through Lawyer.

- (i.) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - (a) An officer of the federation union of which he is a member.
 - (b) An officer of a federation or trade union to which the trade referred to in clause (a) is affiliated.

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- (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 employee.
- (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 employer of which he is member.
- (b) An officer of an federation of association of employer to which association referred to in clause (a) is affiliated.
- (c) Where is employer is not a member of any association of employee 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 placations 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 Labor Welfare Officer or any person authorized by the Central Govt. on his behalf.

17. Submission of Returns:

The contractor shall submit periodical return 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 applicant interpretation or effect of those regulations the decision of the Chief Labor Commissioner or Deputy Labor Commission the Government of India or any persons authorized by the Central Government on that behalf shall be final

Annexure to Additional condition Clause 34 (i) showing quantities of materials of area of road roller of surfacing to 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 sugared	1860 sq m.
2.	Consolidation of sub base with 90m.m to 45m.m graded stone metal	42 cu. m.
3.	Consolidation of wearing coat of-stone ballast 7.5 cm. To 11.5 cm. Thick	30 cu. m.
4.	Consolidation of wearing coat of brick ballast 10 cm. Thick.	60 cu. m.
5.	Spreading and consolidation of red bajri 6 mm.	1860 sq m.
6.	Painting one coat using stone aggregate 13.2 mm nominal size	
7.	@ 1.65 cum per 100 sq m. and paving bitumen A-90 or s90 @ 2.25 Kg per sq m. or	930 sq m.
(a)	@ 1.5 cum per 100 sq m. Bitumen emulsion or road tar @ 1.95 Kg per sq m.	
7.	Painting two coats using	
(a)	For first stone aggregate 13.2 mm nominal size	
(i.)	@ 1.5 cum per 100 sq m. With paving bitumen A-90 or s90 @ 2 Kg /sq m.	
(ii.)	@ 1.35 cum per 100 sq m. With bitumen emulsion @ 2 Kg/sq m or	600 sq m.
(iii.)	@ 1.5 cum per 100 sq m. With road tar @ 2.25 Kg/sqm.	
(b)	For 2nd coat, stone aggregate 11.2 mm nominal size 1.0 cuper 100 sq m. with	100 sq m.
(i.)	One kg of paving bitumen A-90 or s90 or bitumen emulsion per sq m. or	
(ii.)	1.25 Kg of bitumen emulsion per sq m.	1670 sq m.
8.	Repainting with stone aggregate 11.2 mm nominal size 0.9 cum. Per 100 sq m. With	
(a)	1.10 kg of paving bitumen A-90 or s90 bitumen emulsion per sq m. or	1670 sq m.
(b)	1.22 Kg. of bitumen emulsion per sq m.	
9.	2 cm. premix carpet surfacing using 2.4 cum. Of stone aggregate 11.2 mm. nominal size per 100 sq m and binder including tack-coat the binder being Paving bitumen s90 or hot cut back bitumen or bitumen emulsion @ 96.kg./Cum of agg. In specified quantities.	930 sq m.
10.	2.5 cm thick premix carpet surfacing using 3 cum of stone aggregate 11.2 mm nominal size per 100 sq m and binder including tack-coat the binder being Paving bitumen S-90 or not cut back bitumen emulsion in specified quantities.	930 sq m.
11.	4 cm thick concrete surfacing using stone aggregate 3.8 cum. (69% 20 mm. nominal size and 40% 12.5 mm nominal size)per 100 sq m. and coarse sand 1.90 cum. Per 100 and hot cut back bitumen over a tack coat of hot cut back bitumen.	370 sq m.
12.	5 cm thick bitumen concrete surfacing using stone aggregate 4.8 cum (60% 40 mm nominal size and 40% 20mm nominal size) per 100 sq m. and coarse Sand 2.4 cum. Per 100 sq. and hot cut back bitumen over a tack coat of hot cut back bitumen.	370 sq m.
13.	6 mm thick bitumen concrete surfacing using stone aggregate 5.8 cum. (60% 40 mm nominal size and 40% 25 mm nominal size) per 100 sq m. And coarse Sand 2.9 cum per 100 sq m. and hot cut back bitumen over a tack coat of hot cut back bitumen. @ 50 kg per cum of aggregate.	280 sq m.
14.	7.5 cm. bitumen concrete surfacing using stone aggregate 7.3 cum. (60% 50 m nominal size and 40% 40 mm nominal size) per 100 sq m. and hot cut back bitumen over a tack coat of hot cut back bitumen, and coarse sand @ 3.6 Cum. /100 sq m.	230 sq m.
15.	2.5 cm. Bitumastic sheert using stone aggregate 1.65, (60% 13.21mm nominal size 40% 11.2 mm nominal size) per 100 sq m. and hot cut back. bitumen over a tack coat of hot cut back bitumen.	230 sq m.
16.	4 cm m. Bitumastic sheert using stone aggregate 2.6 cum, (60% 13.2mm nominal size 40% 11.2mm nominal size) per 100 sq m, course sand 2.6 cum, per 100 sq m. and hot cut back bitumen over a tack coat Of hot cut	560 sq m.

back bitumen.

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| 17. Laying full grouted surface using stone aggregate 40 mm nominal size 6.10 cum, per 100 sq m. With binder, binding with 20 mm to 13.2 size stone grit 1.83 cum per 100 sq m. And seal coat of binder and stone grit 11.2 mm nominal size 1.07 Cum./100 sq m. The binder hot bitumen or tar, as specified. | 460 sq m. |
| 18. Laying full grouted surface using stone aggregate 50 mm nominal size 9.14 cum, per 100 sq m. With binder: binding with 40 mm to 1.83 cum. Per 100 sq m. And seal coat of binder and stone grit 11.2 mm nominal size 1.07 Cum./100 sq m. The binder hot bitumen or tar. | 370 sq m. |
| 19. 4 cm. thick premix macadam surfacing stone aggregate 25 mm nominal size 4.57 cum. Per 100 sq m. And hot bitumen binding with stone aggregate 13.2 mm nominal size 1.52 cum per 100 sq m. And seal coat of hot bitumen and stone aggregate 11.2 nominal size, 1.07 cum, per 100 sq m. | 560 sq m. |
| 20. 5 cm. thick premix macadam surfacing stone aggregate 25 mm nominal size 6.10 cum. Per 100 sq m. And hot bitumen binding with stone aggregate 13.2 mm nominal size 1.52 cum per 100 sq m. And seal coat of hot bitumen and stone aggregate 11.2 nominal size, 1.07 cum, per 100 sq m. | 460 sq m. |
| 21. Seal coat to premix and with paving bitumen S-90 using 128 kg of bitumen per, cum of sand 6.75 cubic meter of sand per hundred sq. meter of road surface. | 1860 sq m. |
| 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. |

General Specifications and conditions:

1. **General:** The contractor must get acquainted with the proposed site for the works and study specifications and condition carefully before tendering. The work shall be executed as per programme approved by 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 layout plan of the scheme.
3. **Specifications:**
Specifications to be followed for execution of work shall be:
 - 3.1.1. The entire work shall be done as per CPWD Specifications 1996/2002 Vol. 1 to VI or CPWD General Specifications Pt-I 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 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.
 - 3.1.3. 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 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.
 - 3.1.4. 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.
 - 3.1.5. The junior Engineer should maintain the register of cement, paint, steel, chemicals and other Register 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 afforded 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 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.

(b) Materials for which ISI/DIS has licensed use of certification mark only material bearing ISI/DIS certification mark shall be used in the work where articles of different make & design bearing ISI/DIS certification mark are available the decision of the Engineer-in-charge about the design to be used in the work shall be final and binding on the contractor. Where articles with ISI/DIS conform to the relevant CPWD specification or as approved by the Engineer-in-charge

- 3.5. Immediately after the award of works, the contracts 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 pre cast 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 minimums 14 days.
- 3.8. The hinges of door shutters shall be welded to angle iron frames at full length of contact area each Eyes 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 MS stays and windows fasteners of approved type each. The rates of MS 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.
- 3.10. Rates for flooring item shall be inclusive of providing sunk flooring in bathroom and kitchen. However rounding the junction as provided in agreement item shall be paid for.
- 3.11. **Deleted.**
- 3.12. Welding wherever required in the structure like grill, railing and frames shall be done in full length along the contract area of the member tuck, welding is not allowed.
- 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 of 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 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.
- 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. (a) 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.
(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 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 of 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.

4. **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 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, 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.
- 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 Engineer-in-charge with regards to disc test and cleaning of the lines shall be final.

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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. Wherever 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 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

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.

8. Labour huts.

The contractor shall put the huts for labor 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 huts are cleared form 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 labor, huts 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 ₹.30.00 per kiosk per month shall be recovered from the contractor from the 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. Drawings

The drawing referred to in the tender documents are available for inspection of intending tenders in the office of the Executive Engineer. Tenderers shall inspect the same and acquit themselves with work to be executed. Tenderness shall be desired to have based their rates on these drawings, 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 cover bulk supplies are 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 other expenditure required to be incurred for taking the samples, conveyance, packing etc shall be borne by the contractor himself.

12. Safety Codes

- a) Safety pertaining to construction works, such as excavation, trenching, blasting, demolition, provision of scaffolds, ladder; working platforms, gangways, mixing of aphetic materials, electric and gas welding, use of hoisting and contraction 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.
- 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. Deleted

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

15. The contractor shall be required to submit the detailed programmer for completion of work within the stipulated period in the form of a bar chat covering all major activities to the Engineer-in-charge with in 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.
16. The rates of all items shall be clearly specified otherwise include the cost of all materials labour rate involves in execution of the item
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 concrete works. Weight batching plant shall be used for designing R.C.C. work.

19. The material will be issued to the contract of 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 its 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 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 there from. 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 be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand 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. **Deleted.**
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.
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, 1982 give written notice thereof 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.
30. Provision for draft of supplementary agreement vide E.M. Circular No. 50 dt 12/08/97 will be made in the agreement where there is likely head of delay in taking over the building.

Special Condition

Water Storage Tanks:

- (i.) The H.D.P.E. water storage tanks should be F.D.A (food Drug addition) approved and tested by C.B.R.I Roorkee and Public Health engineering laboratory. If necessary The Engineer-in-charge will be at liberty to get the tanks tested for the various tests laid down by test house approved by the Engineer-in-charge to ensure their strength and suitability for 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.
- (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 galvanized Ballies 3 m apart with nails etc. will be done by contractor as a safety measure and nothing extra will be paid for. He will also provide red strips on sheets with 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.

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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 C.P.W.D. specification 1996/2002 Vol-I 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.
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 SW Drains may be provided at suitable intervals as per specification and nothing extra shall be paid 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.

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 center lines, when levels, center 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 inspection or measurements of the works by the Engineer-in-charge or his authorized representative.

7. Specialised work.

The following specialised 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.

9. Instruments and equipment

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 200 Kgs. capacity, steel balance with weights, spring balance, slump cane 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 outwork 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, 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.

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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. G.T.S bench mark has to be adopted for levels of water supply / sewage / SW drain.

15. Testing of materials in laboratories other than D.C.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.

18. Bailing out water.

The rate shall include cost 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 fifth or other matter of an offensive / obnoxious nature, taken out of any trench, sewer, drains, cesspool or other place shall not be deposited on ether 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 of the 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 work. Before placing a bulk order for any materials 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.

Within 10/15days 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 completed the work within the stipulated time as per the contract. The BAR CHART / CPM chart should clearly indicate the various constructions 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 form work shall have to be provided by the contractor in specific pattern as required and instructed. A sample of the exposed face finish shall be made by the contractor and the same shall be got approved before 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

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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 work / item of schedule of quantities shall be granted against screenage and leakage for a period of ten years. The contractor has to execute a performance bond in Performa prescribed enclosed on P. _____ of the document.

30. The proportion of water proofing compound to be used in cement shall be mixed in the proportion recommended by the manufacturers.

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. Steel work

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 work.

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 plumbed of Municipal corporation / Delhi Jal Board 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.

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 labor 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 valve, tanks etc. as shown on the drawing will be adhered to as far as possible.

(b) If there is discrepancy due to incomplete description / ambiguity or omission in the drawing and other documents, whether original or supplementary, forming the contract eighter 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 vertical 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.

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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 testing 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.

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 godowns shall be provided for OPC & PPC storage.
- (b) No pipe 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 / PPC quantities of cement.
- (d) In the register of cement concrete cubes testing record type of cement must be specified.
- (e) The contractor shall be responsible for any activity authorized or unauthorized going on with in the site area handed over to him by department for construction development maintenance or for any other purpose. The contractor shall also be responsible for informing the Engineer-in-charge in writing wherever their supervision is essential further this not be ground for 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.

Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However, pursuant to the constitution (Forty sixth amendment) act – 1082 if any further tax or levy is imposed by statute after the date of receipt of tenders, and the contractor, the re-under necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount to paid. Provided such payment if any, is not in the opinion of superintending engineer (whose decision shall be final and binding) attributable to delay in execution of work with in the control of the contractor.

19. 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.
- (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 give a written notice to the Engineer-in-charge tha the same in given pursuant to the conditions together will all necessary information relating thereto.

Extra Additional Conditions

- (1.) Course 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 hings to the welded with frames.

Signature of Contractor

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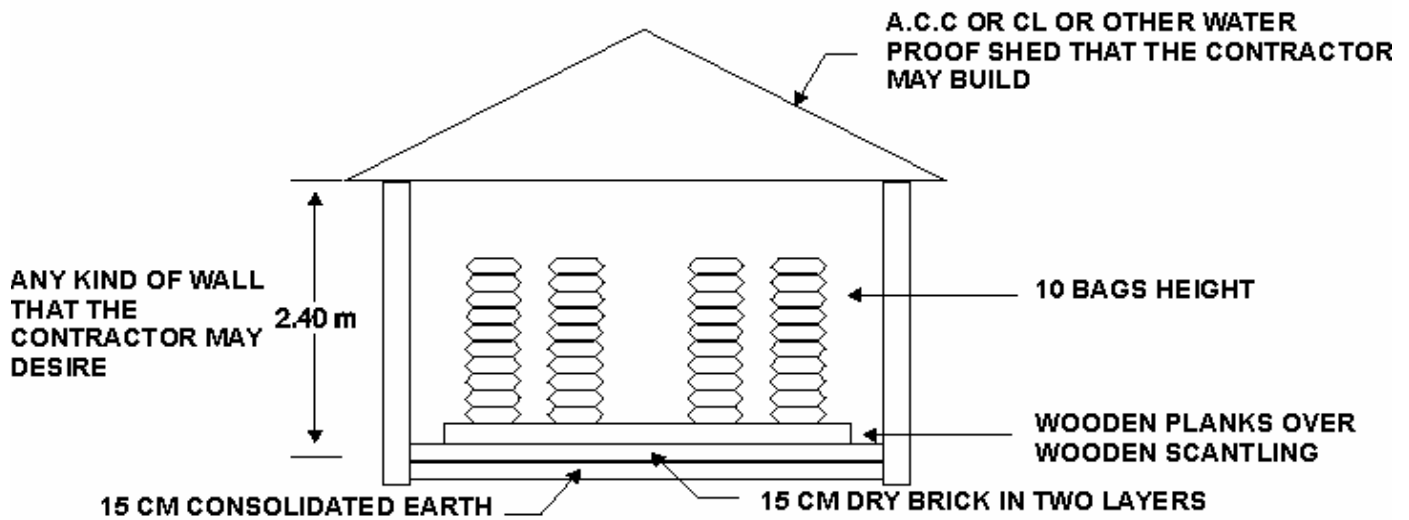
Name of Work : D/o 443.44 Hact. Of land in Sector 34 & 35, Ph. V, Rohini
Sub head : Survey and demarcation of Pkt. C-1 and Pkt. C-4 in Sector 34, Rohini.

S. No.	Description of Item	Qty. No.	Rate in Unit	Place of delivery
1.	Ordinary Portland / Pozzolance Cement	Matric Tonne	Matric Tonne	Any D.D.A Store at Delhi, New Delhi
2.	Twisted Deformed bars	M Tonne	M Tonne	do
3.	M. S. Round Bars	M Tonne	M Tonne	do
4.	S. C. I. Pipes	Meter	Meter	do
	(a) 100 mm dia	Meter	Meter	do
	(b) 75 mm dia.	Meter	Meter	do
	(c) 50 mm dia.	Meter	Meter	do
5.	G. I. Pipes	Meter	Meter	do
	(a) 15 mm dia	Meter	Meter	do
	(b) 20 mm dia	Meter	Meter	do
	(c) 25 mm dia	Meter	Meter	do
	(d) 32 mm dia	Meter	Meter	do
	(e) 40 mm dia	Meter	Meter	do
6.	C. I. Pipe Clase L.A	Meter	Meter	do
7.	White glazed tiles 108 108 mm	Nos.	144 Nos.	do
8.	Bitumen	M Tonne	Do	do

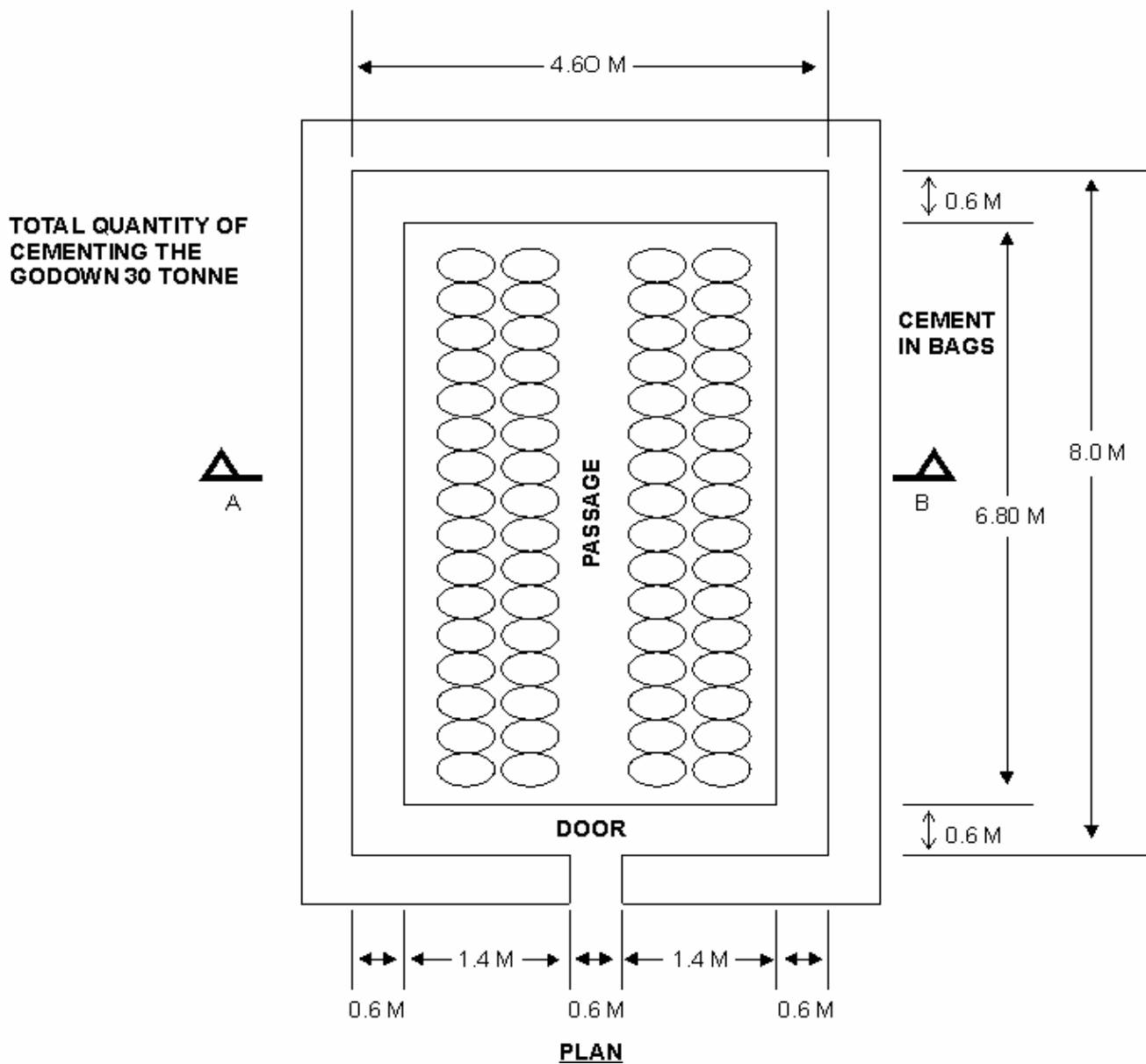
CONDITIONS

- The materials shall be issued to the contractor at the place of delivery mentioned against each item shown on page 42 nothing shall be paid for cartage of the Same to different sites as required and as directed by the Engineer-in-charge.
- The Issue rates mentioned in schedule of materials to be issued are inclusive of 2.5% storage charges.

TYPICAL CEMENT GODOWN AT SITE OF WORK



SEC A - B



ANNEXTURE TO CLAUSE 34 (a) & (b)

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

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 Executive Engineer _____ Division 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 ₹. _____ (Rupees _____ 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 ₹. _____ (Rupees _____ only) on demand by the DDA.

2. We _____ do hereby undertake to pay the amounts due and payable under this Guarantee (Indicate the name of the Bank) 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 ₹. _____ (Rupees _____ 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.

4. We _____ further agree that the guarantee herein contained shall remain in full force (Indicate the name of the bank) 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 _____ further agree with the DDA that The DDA shall have (Indicate the name of the Bank) 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 _____ lastly undertake not to revoke this (Indicate the name of the Bank) 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 ₹. _____ (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 _____ For _____ (Indicate the name of the Bank)

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TABLE OF MILESTONE (S)

S.No.	Description of Milestone (Physical)	Time Allowed (From Date of Start)	Amount to be withheld in case of non achievement of Milestone
1.			
2.			
3.			
4.			

or

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

PROFORMA FOR PERFORMANCE BOND

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

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

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

Signed Sealed and Delivered by OBLIGOR in the presence of -

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2.

SIGNED FOR AND ON BEHALF OF THE DELHI DEVELOPMENT AUTHORITY BY

.....in the presence of

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2.

GENERAL SPECIFICATIONS

1. The work in general shall be executed as per the description of the item specifications attached. CPWD specifications 1996 Vol. I to VII with correction slips upto the date of receipt of tender.
2. In case of any variation between different application specifications the following order of precedence will be followed.
 1. Nomenclature of item.
 2. Particular specification attached with the tender documents.
 3. General specification attached with the tender documents.
 4. C.P.W.D. specification 1996 Vol. I to VI with upto date correction slips and revised C.P.W.D. specifications 2007 upto of receipt of tender.
 5. Standard acceptable practice as approved by Engineer-in-charge.
3. The contractor shall be required to produce samples of all road materials sufficiently in advance to obtain approval of the Engineer-in-charge. Subsequently the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved. In case of variation, such materials shall be liable to rejection.
4. All the materials to be obtained from DDA stores or otherwise shall be got checked by the Junior Engineer / Asstt. Engineer-in-charge of the work, on receipt of the same at the site before use.
5. All the materials used in the work shall comply with the requirements of Engineer-in-charge and shall pass all the test and analysis required by him as per particulars specifications as applicable or such recognized specification as acceptable to the Engineer-in-charge.
6. The contractor shall be required to provide testing lab at site with necessary appliances such as weighing scale, graduated cylinder, standard sieves, thermometer, slump cones etc. and engage the experienced technical staff for conducting day to day tests and to ensure that material conforming to prescribed standard only are used in the work. The Engineer-in-charge reserves the right to conduct field tests to ensure that the quality is consistent with the prescribed specifications. If any material of any product is found defective or substandard, will have to be replaces / redone at the cost of contractor.
7. The contractor shall at his cost make all arrangements and shall provide such facilities as the Engineer-in-charge may require for collecting, preparing and forwarding the required number of samples for tests and for analysis at such time and to such places as directed by the Engineer-in-charge. Nothing extra shall be paid for the above including the cost of material to be tested.
8. The necessary tests shall be conducted in the laboratory of DDA, Central road research institute or IIT, Delhi, or any other laboratory approved by the Engineer-in-charge. The sample for carrying out all or any of the tests shall be collected by the Engineer-in-charge or on his behalf by the Engineer-in-charge of the quality control wing of DDA and his authorized subordinate for carrying out of independent quality control test and the results will be binding on the contractor. The testing charges, if any, shall be borne by the department for pass results only.
9. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case himself, the result of such tests and consequences thereon shall be binding on the contractor.
10. The contractor shall get the water tested with regard to its suitability for use in the works and get written approval from the Engineer-in-charge before he proceeds with the use of same for execution of works. Nothing extra shall be paid to the contractor on this account.
11. Wherever, any reference to any Indian standard specifications occur in the documents relating to this contractor, the same shall be inclusive of all amendments issued there to or revision thereof in any, upto the date of receipt of tender.
12. The contractor must take adequate precautions to ensure that no spillage of construction materials takes place on the carriageway. Failure to observe this will make the contractor liable to pay compensation @ ₹. 100.00 (Rs. Hundred only) per day, per metre length of each carriageway as affected spill over any construction material' subject to maximum of 5% (five percent) of the estimated cost of work put to tender. The decision of Engineer-in-charge in this regard shall be final and binding on the contractor.

Additional Conditions

1. Before tendering the tender shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, nature of soil, availability of materials suitable location for construction of godowns, stores and labour huts, the extent of leads and lifts involved in the work (over the entire duration of contract) including local conditions, traffic restrictions, obstructions and other conditions, as required for satisfactory execution of the work. His rates should take into consideration all such factors and contingencies. No claim whatsoever shall be entertained by the Department on this account.
2. The contractor must study the specifications and conditions carefully before tendering.
3. Before start of the work, the contractor shall submit the program of execution of work get it approved from the Engineer – in – charge and strictly adhere to the same for the timely completion of the project work.
4. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of work by the Engineer-in-charge. Nothing extra shall be paid on this account.
5. All arrangements for traffic diversion during construction, including maintenance of diversion roads, shall be considered as incidental to the work and contractor's responsibility and nothing shall be payable to him this respect.
Works shall be carried out in such a manner so as not to interfere or affect or disturb any other works, being executed by other agencies, if any.
6. Any damage done by the contractor to any existing work shall be made good by him at his own cost.
7. The work shall be carried out in the manner complying in all respects with the requirement of relevant bye-laws of the local bodies under the jurisdiction of which the work is to executed and nothing extra shall be paid on this account.
8. For completing the work in time, the contractor might be required to work in three or more shift including night shifts and no claims whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work accordingly to the provisions of the labour regulation and the agreement entered upon and/ or extra amount of any other reason.
9. The contract shall make his own arrangement for obtaining electric connection(s), if required, and make necessary payment directly to the department concerned. The department will however make all reasonable recommendations to the authority concerned in this regard.
10. The contractor or his authorized representative should always be available at this site of work to take instructions from departmental officers, and ensure proper execution of work. No work should be done in the absence of such authorized representative.
11. The structural and other drawings for the work shall at all times, be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
12. The contractor shall maintain in good condition, all works executed till the completion of entire work allotted to the contractor.
13. No payment will be made to the contractor for damage caused by rain, other natural calamities during the execution of work and no such claim on this account will be entertained.
14. Royalty at the prevailing rates and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal, shingle, earth, sand, bajri etc. collected by him for the execution of the work direct to the concerned revenue of the State or Central. His rates are deemed to include all such expenditure and nothing shall be paid on such accounts.
15. The contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, markings, flags, lights and flagman, as necessary at either end of the excavation / embankment and at such intermediate points as directed by the Engineer-in-charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part.

16. The malba/garbage, removed from the site shall be disposed off by the contractor at any suitable places as directed by the Engineer-in-charge.
17. All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works, are to be considered to be property of DDA and the same are not to be removed or taken away by the contractor or any other person without special licence and consent in writing of the Engineer-in-charge, but the DDA is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
18. The contractor will be responsible to provide deep hand pump/tubewell at site of work to make available, potable and safe drinking water to labour, engaged in execution of work. The rates for all items of work, unless clearly specified otherwise shall include the cost of all labour, materials, dewatering and other inputs involved in the execution of the items. If for any reason, contractor fails to quote his rate for any item provided in the schedule of quantities, it will be assumed that contractor is ready to execute that item free of cost.
19. The contractor shall have to cart at his the materials to the site of work.
20. The contractor shall construct suitable godown at the site of work for storing the materials safe against damage due to sun, rain, dampness, fire, thefts etc. He shall also employ necessary watch and ward establishment for the purpose and no extra claim whatsoever shall be entertained on this account.
21. The contractors shall bear all incidental charges for cartage, storage and safe custody of materials issued to him by the department.
22. The contractor shall have to mention the details of Hot Mix Plant from where he indents to bring the bituminous mix. The plant including all material to be used in the bituminous shall be open to inspection by Engineer-in-charge or his authorized representative whenever required.
23. Nothing extra shall be paid for carriage of bitumen to site of work.

CONDITION FOR PROCUREMENT AND ACCOUNTING OF CEMENT:

CEMENT TO BE PROCURED BY CONTRACTOR

All the material required for completion of the project is to be arranged by the contractor and no material shall be supplied by the DDA. The branded material for the specific items is to be used only.

S.No.	MATERIAL	BRAND NAME	REMARKS
1.	Grey cement	L&T, A.C.C., Gujarat Ambuja, Vikram, J.P. Rewa Birla Uttam	Grade of cement to be utilized for the different items shall be decided by the Engineer-in-Charge. The contractor shall submit the voucher of having purchased the approved material.

NOTE:

- A) For all materials, selection shall be made out of ISI marked and approved by Engineer-in-Charge. The brand not included in the above list shall be approved by the Engineer-in-Charge with express approval of Superintending Engineer. Preference shall be given to the ISI marked material.
- B) The contractor shall place the order for procurement of material well in advance in required quantities, to have sufficient time, in circulation, for testing of material. Sufficient store shall be constructed by the agency for the purpose. No hinderance on any of these accounts shall be ever considered.
- C) The contractor shall be required to get necessary tests carried out in respect of material required for execution of work from an approved laboratory as per direction of Engineer-in-Charge.
- D) In case any material/work is found sub standard, the same shall be rejected by the Engineer-in-Charge and the same shall be removed from the site of work within 48 hours, failing which the same shall be removed by Engineer-in-Charge at the risk and cost of the contractor without giving further notice and time.

RECOVERY RATE FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

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S.No. Description Rates in figures & words at which recovery shall be made from the contractor per MT

	Excess beyond permissible Variation.	Less use beyond Permissible variation
1.	Cement Nil	₹. 9,600.00 (₹. Nine thousand six hundred only)

E) All material required for the execution of work shall be arranged by contractor.. Items of work involving cement, shall be measured jointly for record. At the end of work, theoretical quantity of cement consumed shall be worked out as per requirement and as per design. For non schedule items, the decision of Superintending Engineer shall be final and binding. After allowing variation as given below, if less quantity is used the cost of same shall be recovered from the contractor at the rates given as above.

(ii) The said action under this clause is without prejudice to the right of DDA to take action against the contractor under any other conditions of the contractor for not doing the work according the prescribed specifications.

F) Schedule\Statement for Determining theoretical quantity of cement CPWD Delhi Schedule of Rates 2002.

G) Variation permissible on Theoretical quantities

(a) Cement () 2%

ADDITIONAL CONDITIONS FOR CEMENT STIPULATED:

A) CONDITION FOR CEMENT:

- The contractor shall procure as per design requirement grade(confirming to IS:8112) ordinary Portland cement and slag cement as required in the work from manufacturers approved distributor of cement whose name shall be got approved from Engineer-in-Charge. The approved distributor shall submit his distribution ship from the manufacturer Supply of cement shall be taken in 50kg bags bearing manufacturer's name and ISI marking. Samples of the cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with the provisions of relevant BIS codes. In case the results indicate that the cement arranged by the contractor does not confirm to the relevant BIS codes, the same shall stand rejected and shall be removed
- The cement shall be brought at site in bulk supply approximately tones or as decided by the Engineer-in-charge.
- The cement godown of the capacity to store a minimum of bags of cement shall be constructed by the contractor for which no extra payment shall be made. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge.
- The contractor shall supply free of charge/cost the cement required for testing including packing of sample and its cartage to the laboratory approved by the Engineer-in-Charge. Initially the cost shall be born by the contractor and shall be reimbursed to contractor in case test result confirms to required standard.
- The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. The theoretical consumption of cement shall be worked out as per procedure prescribed in the contract and shall be governed by the condition laid therein.
- Cement brought to site and remaining, unused after completion of the work shall not be removed from site without written permission of the Engineer-in-Charge.

STEEL TO BE PROCURED BY CONTRACTOR

All the material required for completion of the project is to be arranged by the contractor and no material shall be supplied by the DDA. The branded material for the specific items is to be used only.

S.No.	MATERIAL	BRAND NAME	REMARKS
1.	Steel Reinforcement	SAIL, TISCO, IISCO, RINL.	Only TMT bars shall be used, the contractor shall submit the voucher for having purchased the approved material.

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- A) For all materials, selection shall be made out of ISI marked and approved by Engineer-in-Charge. The brand not included in the above list shall be approved by the Engineer-in-Charge with express approval of Superintending Engineer. Preference shall be given to the ISI marked material.
- B) The contractor shall place the order for procurement of material well in advance in required quantities, to have sufficient time, in circulation, for testing of material. Sufficient store shall be constructed by the agency for the purpose. No hinderance on any of these accounts shall be ever considered.
- C) The contractor shall be required to get necessary tests carried out in respect of material required for execution of work from an approved laboratory as per direction of Engineer-in-Charge.
- D) In case any material/work is found sub standard, the same shall be rejected by the Engineer-in-Charge and the same shall be removed from the site of work within 48 hours, failing which the same shall be removed by Engineer-in-Charge at the risk and cost of the contractor without giving further notice and time.

RECOVERY RATE FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No. Description Rates in figures & words at which recovery shall be made from the contractor per MT

		Excess beyond permissible Variation.	Less use beyond Permissible variation
1.	Steel	Nil	Rs. 80,000.00 (Rs. Eighty thousand only)

- E) All material required for the execution of work shall be arranged by contractor.. Items of work involving cement, bitumen and steel shall be measured jointly for record. At the end of work, theoretical quantity of cement and steel consumed shall be worked out as per requirement and as per design. For non schedule items, the decision of Superintending Engineer shall be final and binding. After allowing variation as given below, if less quantity is used the cost of same shall be recovered from the contractor at the rates given as above.
- (ii) The said action under this clause is without prejudice to the right of DDA to take action against the contractor under any other conditions of the contractor for not doing the work according the prescribed specifications.
- F) Variation permissible on Theoretical quantities
- (a) Steel Reinforcement (+/-) 2% after conceding 3 % wastage due to cutting into pieces.

A) CONDITIONS FOR STEEL:

- a) The contractor shall procure steel reinforcement bars confirming to relevant BIS codes from main producer as proved by Ministry, Government of India. The contractor shall have to obtain and furnish test certificate to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-Charge as per the provision in this regard in relevant BIS codes. In case the test result indicate that the steel arranged by the contractor does not confirm to relevant BIS codes, the same shall be rejected and shall be removed from the site of work by the contractor at his own cost within a week's time from the written orders from the Engineer-in-Charge.
- b) The steel reinforcement shall be stored by the contractor at site of work in such a way so as to prevent distort and corrosion and nothing extra shall be paid on this account. Bars of different sizes, lengths shall be stored separately to facilitate easy counting and checking.
- c) The contractor shall supply free of charge/cost the steel required for testing including packing of sample and its cartage to the laboratory approved by Engineer-in-Charge. The cost of testing fee shall initially be borne by the contractor and only those testing fee shall be reimbursed to the agency in case the test results show that the steel confirm to relevant BIS Codes.

Sd/-

Executive Engineer
R.P.D. – 4 / DDA/ DELHI

Name of Work : D/o 443.44 Hact. Of land in Sector 34 & 35, Ph. V, Rohini
Sub head : Survey and demarcation of Pkt. C-1 and Pkt. C-4 in Sector 34, Rohini.

S. No.	Description of items	Qty.	Unit	Rate	Amount
1.	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. a) All kinds of soil.	184.00	Cum.		
2.	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : a) 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size) b) 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) c) 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	37.00 100.00 1.50	Cum. Cum. Cum.		
3.	Providing and fixing at or near ground level precast cement concrete in kerbs, edgings etc. as per approved pattern and setting in position including the cost of required centering, shuttering etc. complete. a) 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size).	61.00	Cum.		
4.	Providing and fixing non-pressure NP2 class (light duty) R.C.C. pipes. a) 150 mm dia RCC pipe	283.00	Mtr.		
5.	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : a) New work (two or more coats)	1007.00	Sqm.		
6.	Lettering with black Japan paint of approved brand and manufacture	100530.00	Per letter per cm. height		
7.	To carry out demarcation work of plotted pockets with the help of survey instrument i.e. total station survey machine as per drawing issued by director PPR at site including alignment of RCC pipes at a distance of 30.00 mtr. c/c and cement concrete blocks of plots and road levels etc. as per direction of Engineer-in-charge complete. Complete area of the Pkts. shall be measured for payment free from encroachment (T.B.M. fixed at UGR Sector 29, Rohini).	29.00	Per hact.		
8.	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	16.00	Cum.		
9.	Providing and fixing M.S. board of required pattern and size made up of 1.20mX0.90mX1.6mm thick MS sheet welded with MS angle 40X40X5 mm frame and diagonal braces welded with MS pipe 32 mm dia (heavy duty) including cutting, hoisting and fixing in position with cement concrete 1:6 and cement concrete 1:2:4 after excavating pit of size 0.45X0.45X0.60m including applying a priming coat of approved steel primer complete as per direction of Engineer-in-charge.	2.00	Each.		

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10.	Making gudie map on MS board of size 1.20mX0.90 mtr. As per approved drawing and colour scheme and as per direction of Engineer-in-charge including all important details like pocket position, numbering of plots, parks etc.	2.00	Each.		
		Total			

sd/-

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