



NIT

- NIT No.** :- **1/EE/SMD-5/DDA/2024-25**
- Name of Work** :- **M/o Various colonies under South Zone.**
- Sub Head** :- **Repair & maintenance of Staff Qtrs such as distempering, painting, plastering, plumbing/ sanitary work and other miscellaneous works at C-7 & Usha Niketan, SDA.**
- Estimated Cost** :- **Rs. 17,31,128.00**
- Earnest Money** :- **Rs. 34,623.00**
- Performance Guarantee** :- **5% of Tendered Amount**
- Security Deposit** :- **2.5% of Tendered Amount**
- Time Allowed** :- **120 days.**

This NIT contains 131 pages (One Hundred Thirty One Pages), page 01 to page 131.

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Instructions to the Executive Engineer by NIT approving authority forming part of NIT & not to be posted on website.

The Executive Engineer shall attend to the following points before uploading the tender document on website.

- (i) Any discrepancy in the approved NIT, if noticed, shall immediately be brought to the notice of the Officer preparing NIT for necessary decision of the officer approving the NIT.
- (ii) All blanks marked as ‘*’ shall be filled in by the Executive Engineer before uploading the tender on the website.
- (iii) The tender documents should properly be page numbered by the Executive Engineer before uploading the tender on website.
- (iv) The Executive Engineer to ensure that tender document is clearly readable.
- (v) The references to Standing Order numbers indicated in the correction slips and cross-references shall not appear in the tender uploaded on the website.
- (vi) The drawings relating to work shall be made available to the contractors for their study and understanding the scope of work covered by this tender.
- (vii) Executive Engineer shall delete clause 31A regarding water supply, if so required.
- (viii) Requirement of registration and other eligibility criteria shall be suitably incorporated in the Press Notice by Executive Engineer NIT approving authority before issue.
- (ix) All codal provisions may be attended to before call of tenders.

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Information and instructions for bidders for e-tendering

Online Percentage rate tender is invited through e-tendering mode from registered with DDA in appropriate class by the Executive Engineer/SMD-5 with the condition mentioned below for the following work:-

NIT No:- 1/EE/SMD-5/DDA/2024-25

Name of work:- M/o Various colonies under South Zone.

Sub Head :- Repair & maintenance of Staff Qtrs such as distempering, painting, plastering, plumbing/ sanitary work and other miscellaneous works at C-7 & Usha Niketan, SDA.

Estimated cost Rs. 17,31,128.00

Earnest Money Rs. 34,623.00

Period of completion :- 120 days.

Note:-

Eligibility:-

Online Percentage rate tender is invited through e-tendering mode from DDA in appropriate class.

For terms and conditions, eligibility criteria, the manner in which Earnest Money etc. are to be deposited through NEFT/RTGS mode and other information/instructions, please visit DDA's website www.dda.org.in or <https://eprocure.gov.in/eprocure/app>. For any assistance on e-tendering, please contact concerned EE or M/s N.I.C. on email cphp-nic@nic.in or 24x7 helpline 1800-3070-2232.

Important terms & conditions for bidders.

The Bidders are required to go through the same before participating in the tender.

1. The unique transaction reference of RTGS/NEFT against EMD etc. shall be deposited online at specified location for Electronic Time and Attendance Recording System for tender.
2. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
3. The tenderer should furnish **Rs. 34,623.00** as Earnest Money in the form of RTGS/NEFT. The Earnest Money will be returned to unsuccessful bidder. Earnest Money of successful Bidder will be returned only after receiving the performance Guarantee, however no interest shall be payable on the earnest money in both the cases.
4. The bidder will use one UTR for one work only. In case it is found that he has used one UTR number for different tenders, all the tenders submitted by him will be rejected and he will be debarred from further tendering in DDA in future.
5. The earnest money deposited through RTGS/NEFT/UTR should be on / in between tender publish / start and end date.

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The Tender shall be submitted online in two part, viz, technical and Price bid:-

Technical Bid

The tenders are required to furnish following documents in technical bid.

1. Scanned copy of Earnest Money deposited through RTGS/NEFT in the account of Sr.AO/CAU/SZ having account No. 16651110000012 with HDFC Bank, (IFSC Code: HDFC0001665) G-8, Hauz Khas, New Delhi. (The earnest money deposited through RTGS/NEFT/UTR should be in between tender publish / start and end date).
2. Scanned copy of valid enlistment order of the contractor.
3. Scanned copy of Tender Acceptance Letter. (To be given on company letter Head).
4. Scanned copy of PAN No.
5. Scanned copy of GST Registration.
6. Scanned copy of ESI, EPF Registration.
7. Scanned copy of Proof of requisite e-tendering fee deposited with Contractors Registration Board of DDA.
8. Scanned copy of Article Association and Memorandum of Association, in case of Company (if applicable).
9. Scanned copy of power of attorney for authorized signatory, in case of company / partnership firm (if applicable).

Any Tender found lacking with respect to the necessary information and / or documents and /or Earnest Money with the bid will not be considered and summarily rejected.

Price Bid:-

- i). Schedule of Price bid in the form of BOQ.xls.

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NOTICE INVITING TENDER
(E – TENDERING MODE)

Online Percentage rate tender in two bid system is invited through e-tendering mode from registered with DDA in appropriate class by the Executive Engineer/SMD-5 with the condition mentioned below for the following work: -

Name of Work :- M/o Various colonies under South Zone.
Sub Head :- Repair & maintenance of Staff Qtrs such as distempering, painting, plastering, plumbing/ sanitary work and other miscellaneous works at C-7 & Usha Niketan, SDA.

1.1 The work is estimated to cost **Rs. 17,31,128.00** This estimate, however, is given merely as rough guide.

Criteria of eligibility for submission of tender documents.

1.2.1 Online Percentage rate tender is invited through e-tendering mode from DDA in appropriate class.

2. Agreement shall be drawn with successful tenderer on prescribed form attached. Tenderer shall quote the rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be **120 days** from the date of start as defined in Schedule F or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. (i) The site for the work is available.

After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

Earnest money **Rs. 34,623.00** shall be deposited through RTGS/NEFT in the account of Sr.AO/CAU/SZ having account No. 16651110000012 with HDFC Bank, (IFSC Code: HDFC0001665) G-8, Hauz Khas, New Delhi.

The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the e-tendering system by the prescribed date. The Executive Engineer concerned will get earnest money verified from CAU/SZ based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.

The bidder will use one UTR for one work only. In case it is found that he has used one UTR number for different tenders, all the tenders submitted by him will be rejected and he will be debarred from further tendering in DDA in future.

A part of earnest money is acceptable in the form of bank guarantee also. Earnest money up to Rs. 20.00 lacs will have to be deposited through RTGS/NEFT mode. If the amount of E.M. is more than Rs. 20.00 lacs then the amount of E.M. beyond Rs. 20.00 lacs can be deposited in the form of Bank Guarantee also. Such Bank Guarantee is to be scanned and uploaded to the e-tendering website within the period of tender submission.

Earnest money has to be deposited through RTGS/NEFT in the account of Sr.AO/CAU/SZ having account No. 16651110000012 with HDFC Bank, (IFSC Code: HDFC0001665) G-8, Hauz

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Khas, New Delhi. The Unique Transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in e-tendering system by the prescribed date.

The intending tenderer shall have to register them with GST.

The unique transaction reference of RTGS/NEFT against EMD and Bank Guarantee, copy of certificate work experience as required, and other documents as specified in the tender document shall be scanned and uploaded to the EE tendering website within the period of tender submission.

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

6. The bid submitted shall be opened at hourson 3.30PM and financial bid shall be opened after Technical Evaluation

The contractor, whose bid is accepted will be required to furnish irrevocable performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at call receipt of any scheduled bank / bankers cheque of any scheduled bank/Demand Draft of any scheduled bank /Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities of Fixed Deposit Receipts of Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed from. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and programme chart (time and progress) within the period specified in Schedule 'F'.

6. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc will be issued to him by the government and local conditions and other factors having a bearing on the execution of the work.
7. The competent authority on behalf of DDA does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
8. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

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9. The competent authority on behalf of DDA reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
10. The contractor shall not be permitted to tender for works in the DDA Zone responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Chief Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Gazetted officer in DDA or in the Ministry of Urban development. Any breach of this condition by the contractor would render him liable to be removed from approved list of contractors of this department
11. No Engineer of gazette rank or other Gazetted officer employed in engineering or Administrative duties in an Engineering department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found anytime to be such a person who had not obtained the permission of the DDA as aforesaid before submission of the tender or engagement in the contractor's service.
12. **The tender/bid for the work shall remain open for acceptance for a period of **Seventy Five (75)** days from the last date of receipt of tender/bid.**

Forfeiture of Earnest money

Case of withdrawal of offer	Action to be taken
1. If the Contractor withdraws his offer within validity period or makes any modification in the terms and conditions of the contract, which are not acceptable to the Department.	(i) If the contractor withdraws his tender or makes any modification in the terms & condition of the tender which is not acceptable to the department within 7 days after opening tender (excluding date of opening of tender) then the DDA shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the Earnest Money absolutely. (ii) After 7 days opening of tender the DDA shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the Earnest Money absolutely.
2. If contractor withdraws his offer after issue of letter of intent or fails to deposit full Performance Guarantee.	1. Earnest money will be forfeited absolutely. 2. The Earnest money as well as Performance Guarantee deposited by the contractor shall be forfeited absolutely.
3. If the Contractor withdraws his offer immediately after the award of work.	3. It is deemed that the contractor has entered into agreement and action to Penalize the contractor for not completing the work within stipulated period will be taken against the contractor, if he abandons the site after taking over the possession of 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 is attracted even though the contractor fails to sign the agreement on Rs. 100 non-judicial stamp papers but do not start work from the fifteenth day after date on which the order to commence the work is issued to the contractor. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
4. If the Contractor withdraws his offer after taking over possession of site.	

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13. This 'Notice Inviting Tender' shall form part of the contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting Authority, shall, within 15 days from the issue of letter to commence the work, sign the contract consisting of :-
- (a) The Notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (b) Standard NIT Form 7 or other Standard DDA Form as mentioned.
14. (a) **Labour Cess:** Cess under the provision of Building and Other Construction Workers (RE & CS) Act 1996 and the Building and Other Construction Workers Welfare Cess Act 1996 @ 1% of the cost of construction/project shall be deducted at source from the bill paid to the contractor. DDA shall not bear any liability on account of cess being deducted and reimbursed to GNCTD in pursuance of Building and Other Construction Workers Welfare Cess Act, 1996 read with Delhi Building and Other Construction Workers (RE&CS) Rules, 2002.
- (b) GST at the applicable rates.
15. In case any discrepancy is noticed between the document as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall be come invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
16. a) If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to debarred from tendering and taking work in DDA. The department reserves the right to verify the particulars furnished by the applicant independently including carrying out inspection of works completed by them.
- b) The department reserves the right to reject any application without assigning any reason.
17. It may please be carefully noted that no condition, whatsoever, shall be accepted by the department and the contractor is strictly prohibited from giving conditional tender and 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 choose to submit conditional tender in spite of clear direction given above, his tender is liable to be summarily rejected and his full Earnest Money shall stand forfeited. He will also be liable for being debarred from tendering in DDA for a period of six months.
18. GST, and other statutory taxes (if any) in respect of this contract shall be payable by the contractor and DDA shall not entertain any claim whatsoever in this respect.
19. Contractor must produce certificate of registration of GST under Delhi GST Act 2017 and tax clearance certificate thereof from the concerned department (s).
20. Tenders may refer press Tender Notice/detailed tender notice in e-tendering website for any corrigendum/amendments in the tender.
21. DDA will not be responsible for not getting internet connection/power supply while downloading the Electronic bid sheet / documents or while uploading their bids.

Note :

In case of incomplete nomenclature of DSR -2023 Items in the BOQ, the same shall be read with DSR-2023 in accordance with the rate as mentioned in the BOQ.

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Instructions to Bidders for Online Bid Submission for e-Tendering
(To be posted on website and forming part of NIT)

Instructions to the bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>

- 1). Possession of valid digital signature certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2). Bidder should do the enrolment in the e-procurement site using the “Online bidder enrolment” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration the bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3). Bidder need to login to the site through their user ID/Password chosen during enrolment/registration.
- 4). Then the Digital signature certificate (Class II or class III certificates with signing key usage) issued by SIFY/TCS/n code/e Mudra or any certifying Authority recognized by CCA India on e-token/smart card, should be registered.
- 5). The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6). Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7). After downloading/getting the tender documents/schedules, the bidder should go through them carefully and then submit the documents as asked. Otherwise bid will be rejected.
- 8). Bidder registered in Contractor’s Registration Board (CRB) of DDA are required to pay the e-tendering annual charges as under:-

S.No	Class of Contractor	Amount to be paid p.a.
1	Class-I	Rs. 20,000 + 18% GST
2	Class-II	Rs. 16,000 + 18% GST
3	Class-III	Rs. 14,000 + 18% GST
4	Class-IV	Rs. 10,000 + 18% GST
5	Class-V	Rs. 6,000 + 18% GST

The other Contractors not listed with DDA will deposit Rs. 20,000/- plus 18% GST per year in CRB to upload their tender on-line.

Requisite e-tendering fee as applicable payable to the CRB, DDA shall be in form of Pay order/Bank demand draft payable in Delhi in the name of “PAO, Engineering Wing, DDA, Vikas Minar, New Delhi”. A letter on firm’s letter head enclosing the demand/pay order and addressed to “The Secretary CRB, Ist Floor, Vikas Minar, DDA, New Delhi shall be submitted to contractor’s Registration Board, Ist Floor, Vikas Minar, I.P. estate New Delhi-1100001 in duplicate and acknowledge stamped copy of the letter shall be uploaded in the tender as a proof of registration with the CRB, DDA.

In case any contractor fails to make payment by the stipulated date, the concerned contractor will not be eligible for tendering.

- 9). If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

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- 10). Bidder then should logs-into the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-token/smartcard to access DSC.
- 11). Bidder should select the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 12). From my tender folder, bidder will select the tender to view all the details indicated.
- 13). It will be construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked: otherwise, the bid will be rejected.
- 14). Bidder, in advance should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders and should be less than 2 MB. If any document is more than 2 MB, it can be reduced through 'RAR' and the same can be uploaded if permitted however of the file size less than 1 MB transaction uploading time will be very fast.
- 15). If there are any clarifications, this may be obtained through the site or through contracts or during the pre-bid meeting if any. Bidder should take into account the corrigendum published before submitting the bids online if any.
- 16). The Bidders can update well in advance, the documents such as certificates, annual report details etc under My space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 17). Bidder should submit the tender fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the tender or as indicated in the tender. Scanned copy of the submission should be uploaded as part of the offer.
- 18). While submitting the bids online, the bidder should read the terms & conditions and aspects the same to proceed further to submit the bid packets.
- 19). The bidder has to select the payment option as offline to pay the EMD as applicable and entered details of instrument.
- 20). The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 21). The bidder has to upload digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 22). The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 23). The bidders are requested to submit the bids through online e-tendering system to the tender inviting Authority (TIA) well before the bid submission end date & time (as per server system clock). The TIA will not held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24). After the bid submission (i.e. after clicking "Freezing Bid submission" in the portal), the acknowledge No., given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender will also act as an entry pass to participate in the bid opening date.
- 25). The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submissions, bid opening etc, in the e-tender system. The bidders should follow this time during bid submission.

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- 26). All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured socket layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29). The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) **Care in Submission a tenders :-**
- (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tenders form are adequate and all inclusive to accord with the all the provisions of the standard / general conditions / clauses of contract/ bid documents for the completion of works to the entire satisfaction of the engineer.
- (ii) Tenderer will examine the various provisions of the Central Goods and Services Tax Act., 2017, (CGST)/Integrated Goods, and services Tax Act, 2017(IGST)/Union Territory Goods and service Tax Act., 2017(UTGST) /respective state's state goods and Services Tax Act (SGST) also as notified by central / state Govt. and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (iii) The Successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DDA immediately after the award of contract without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (iv) Every tenderer / bidder is required to be registered compulsorily himself under CGST/IGST/UTGST/SGST Act.
- (v) TDS under the provision GST Law shall be deducted from the bills and / or payment of advance as and when made applicable under ACT.
Provisions of GST Act 2017 shall have the superseding effect over the all earlier taxes like VAT/WCT/Service Tax/ Other like Taxes etc. as contemplated in the Act. Accordingly, the terms VAT/WCT/ Service Tax/ Etc. appearing anywhere in the bid documents may be read as the applicable tax under the GST Act. 2017.
- 31). For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send a mail over to – cphp-nic@nic.in.

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PERCENTAGE RATE TENDER AND CONTRACT FORM (CPWD-7)

Tender for the work of:

Name of Work :- M/o Various colonies under South Zone.
Sub Head :- Repair & maintenance of Staff Qtrs such as distempering, painting, plastering, plumbing/ sanitary work and other miscellaneous works at C-7 & Usha Niketan, SDA.

- i) To be uploaded up to 3.00 PM on to Executive Engineer,SMD-5/DDA
<https://eprocure.gov.in/eprocure/app>
- ii) To be opened in presence of tenderers who may be present at 3.30 pm hours on in the office of Executive Engineer/SMD-5/DDA
- iii) Financial Bid opened on

T E N D E R

I/ We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special condition, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

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

The tender/bid for the work shall remain open for acceptance for a period of Seventy Five (75) days from the last date of receipt of tender/bid and not to make any modifications in its terms & conditions.

A sum of **Rs. 34,623.00** deposited in the Account of CAU/SZ is hereby forwarded in the form of UTR of RTGS/NEFT bank guarantee beyond 20 lacs issued by a schedule bank is earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said DDA or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that DDA or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12 of the tender form.

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

Signature of witness	Signature of contactor
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Name:
Address:

Name:
Address:

Occupation:

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The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the DDA for a sum of Rs. _____ * _____ (Rupees _____ * _____)

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

- i)
- ii)
- iii)

For & on behalf of Delhi Development Authority
Signature _____
Designation: Executive Engineer/SMD-5

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General Rules & Directions

General Rules & Directions	<p>1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication in Newspapers or posted on website as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.</p> <p>2(a). 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 disclose that the firm is duly registered under the Indian Partnership Act 1952.</p> <p>2(b). If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.</p> <p>3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.</p>
Applicable for Item Rate Tender only (CPWD-8)	Deleted
Applicable for Percentage Rate Tender only (CPWD-7)	<p>4A. Applicable for Percentage Rate Tender only (CPWD-7)</p> <p>In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :-</p> <p>I. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.</p> <p>II. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.</p> <p>III. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.</p> <p>Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.</p> <p>4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of</p>

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	<p>submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.</p> <p>If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), & the lowest contractors those have quoted equal amount of their tenders.</p> <p>In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.</p> <p>Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.</p> <p>5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time.</p> <p>6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.</p> <p>7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.</p>
<p>Applicable for Item Rate Tender only (CPWD - 8)</p>	<p>8. Deleted</p>
<p>Applicable for percentage Rate Tender only (CPWD-7)</p>	<p>9. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.</p>
<p>Applicable for Percentage Rate Tender only (CPWD - 7)</p>	<p>10. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.</p> <p>11. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of</p>

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any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank.

(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or will also be accepted for this purpose provided confirmatory advice is enclosed.

12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

14. The contractor shall give a list of both gazetted and non-gazetted DDA employees related to him.

15. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc.

16. The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of work	Name and particulars of Divn. Where work is being	Value of work	Position of works	Remarks
1	2	3	4	5

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CONDITIONS OF CONTRACT

Definitions	<p>1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the DDA and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.</p> <p>2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings. hereby respectively assigned to them:-</p> <p>i. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.</p> <p>ii. The Site shall mean the land, places on, into or or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out the contract.</p> <p>iii. The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.</p> <p>iv. The DDA means the Delhi Development Authority and his successors.</p> <p>v. DDA shall mean the Delhi Development Authority.</p> <p>vi. The Engineer-in-charge means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the DDA as mentioned in Schedule 'F' hereunder.</p> <p>vii. The terms Director General includes CPM/ADG region/ SDG PR Special Director General / Additional Director General and CPM/ Chief Engineer of the Zone.</p> <p>viii. Accepting Authority shall mean the authority mentioned in Schedule 'F'.</p> <p>ix. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.</p> <p>x. Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.</p> <p>(a). Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.</p> <p>(b). Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the lender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued previous day of the last date of submission of the tender.</p> <p>xi. Department means Delhi Development Authority/DDA which invites tenders on behalf of DDA as specified in schedule 'F'.</p>
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	<p>xii. District Specifications means the specifications followed by the State Government in the area where the work is to be executed.</p> <p>xiii. Tendered value means the value of the entire work as stipulated in the letter of award.</p> <p>xiv. Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.</p> <p>xv. GST shall mean Goods and Service Tax – Central, State and Inter State.</p> <p>(xvi) Extra items are those items which are not available in the contract.</p> <p>a. Non Schedule Extra Items are those items which are not available in the Standard Schedule of Rates specified in Schedule F.</p> <p>b. Scheduled Extra Items are those items which are available in the Standard Schedule of Rates specified in Schedule F.</p> <p>(xvii) Completion cost: The completion cost includes gross amount of work done, amount of extra items(s) and deviation(s) and escalation amount admissible as per agreement etc.</p> <p>(xviii) Maintenance work: Maintenance work(s) are those work(s) which includes up gradation, aesthetic improvement, special repair. addition/ alteration, annual repair, comprehensive maintenance work etc.</p> <p>(xviii) Concurrent delay: Concurrent delays are those delays occurring in the work concurrent IY in any combination or combination of all delay fall under different sub clauses 5.2 5.3 and 5.5.</p>
Scope and Performance	<p>3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.</p> <p>4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.</p> <p>5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender documents. None of these documents shall be used for any purpose other than that of this contract.</p>
Works to be carried out	<p>6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labourers, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.</p>
Sufficiency of Tender	<p>7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.</p>
Discrepancies and Adjustment of Errors	<p>8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.</p> <p>8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-</p> <p>(i) Description of Schedule of Quantities.</p> <p>(ii) Particular Specification and Special Condition, if any.</p>

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	<p>(iii) Drawings. (iv) CPWD Specifications. (v) Indian Standard Specifications of B.I.S.</p> <p>8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.</p> <p>8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.</p>
Signing of Contract	<p>9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-</p> <p>i. the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.</p> <p>ii. Attached Form as mentioned in Schedule 'F' consisting of:</p> <ol style="list-style-type: none"> a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto. b) Safety Code. c) Model Rules for the protection of health, sanitary arrangements for workers employed by DDA or its contractors. d) Contractor's Labour Regulations. e) List of Acts and omissions for which fines can be imposed. <p>iii. No payment for the work done will be made unless contract is signed by the contractor.</p>

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Clauses of Contract

Clause 1	
Performance Guarantee	<p>i. The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the DDA as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.</p> <p>ii. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that, if the same is submitted by the agency on scheduled format I as per GCC. If the same is submitted on the format II as per GCC, then the Performance Guarantee shall be valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.</p> <p>iii. The Engineer-in-Charge shall 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:</p> <p>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.</p> <p>b) Failure by the contractor to pay DDA any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.</p> <p>iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.</p> <p>(v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.</p>

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	<p>This provisional completion certificate shall be recorded by the concerned Engineer-in-charge with the approval of Superintending Engineer /Project Manager / Chief Engineer/ Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.</p> <p>However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.</p>
Clause 1 A	
Recovery of Security Deposit	<p>The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit DDA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by DDA by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the DDA as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.</p> <p>All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by DDA on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the 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 and the final bill of the contractor at the rates mentioned above.</p> <p>The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.</p> <p>In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.</p> <p>Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.</p>

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	<p>Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.</p> <p>Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A</p>
Clause 2	
Compensation for Delay	<p>If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the DDA on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.</p> <p>Compensation for delay of work</p> <p>(i) with maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of contractor. If scheduled completion of work is more than one year.</p> <p>(ii) with minimum rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. If scheduled completion of work is more than six months and upto one year.</p> <p>(iii) With maximum rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. If scheduled completion of work is up to six months.</p> <p>Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.</p> <p>This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.</p> <p>In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before</p>

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	<p>the determination of contract, shall be decided after of determination of contract.</p> <p>The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p>
Clause 2 A	
Compensation for Delay	<p>For Maintenance Works estimated cost upto Rs. 25 Lacs If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the work remains incomplete in the following manners.</p> <p>(i) If there is no hindrance, compensation shall be levied if work is incomplete. (ii) If site is not available there will be no compensation. (iii) If there is partial hindrance then engineer- in - charge will compare amount of work executed in available hindrance free time w.r.t. total time and total work. Compensation will be levied if actual work executed is less than as calculated on pro rata basis.</p> <p>Compensation for delay of work</p> <p>(i) With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year. (ii) With rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six month and up to one year. (iii) With rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six month.</p> <p>Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on stipulated date of completion.</p> <p>This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.</p> <p>In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule</p>

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	<p>on date of determination, as assessed by the authority in Schedule F. The compensation for delay, if not decided before the determination of contract, shall be decided after determination of contract.</p> <p>The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the DDA.</p>
Clause 3	
When Contract can be Determined	<p>Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:</p> <p>i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.</p> <p>ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.</p> <p>iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.</p> <p>iv. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.</p> <p>v. If the contractor shall offer or give or agree to give to any person in DDA service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for DDA.</p> <p>vi. If the contractor shall enter into a contract with DDA in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.</p> <p>vii. If the contractor had secured the contract with DDA as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.</p> <p>viii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition</p>

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	<p>(other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.</p> <p>ix. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.</p> <p>x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.</p> <p>xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.</p> <p>(xii) When the contractor has made himself liable for action under any of the aforesaid cases (i) to (xi), the Engineer-in-Charge on behalf of the President of India shall have powers:</p> <p>(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the If the revised tendered amount (worked out on the basis of quoted rate of individual items) contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.</p> <p>(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.</p> <p>In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>
Clause 3 A	<p>CLAUSE 3A</p> <p>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 or one month whichever is higher, either party may close the contract by giving notice to the other party stating the</p>

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	reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 15 days Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.
Clause 4	
Contractor liable to pay compensation even if action not taken under Clause 3	In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.
Clause 5	
Time and Extension for Delay	The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid and such default continues even after time Period specified in the notice in writing by the Engineer-in-Charge then the performance guarantee shall be forfeited by the Engineer-in-Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law. The contract shall stand determined when such decision of forfeiture of the performance guarantee is issued in to the contractor.
5.1	<p>5.1 The contractor as soon as possible but within 7 (seven) days of issue of letter of award of work shall submit a time and Progress chart to the Engineer-in-Charge. Such chart shall be made in due consideration of</p> <p>a. Schedule of handing over of site as specified in the Schedule'F'</p> <p>b. Schedule of issue of design(s) and drawing(s) as sPecified in the Schedule'F',</p> <p>i. The Contractor shall submit a Time and Progress Chart for each milestone. The Engineer-in-Charge may within 7 (seven) days of receipt of such chart, make modifications thereafter, if any, and communicate the approved chart to the contractor, failing which the chart submitted by the contractor shall be deemed to be approved by the Engineer-in- Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. it shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement</p>

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	<p>between the Engineer-inCharge and the Contractor within the limitations of time imposed in the Contract documents.</p> <p>ii. In case of non-submission of time and progress chart by the contractor, the chart prepared by the Engineer-in- Charge shall be deemed to be final.</p> <p>iii. The approval by the Engineer-inCharge of such programme shall not relieve the contractor of any of the obligations under the contract.</p> <p>iv. The contractor shall submit the Time and Progress Chart containing upto date progress of work using the mutually agreed software or in the format decided by Engineer-in-Charge. Such chart shall be submitted by the contractor on or before sth day of each month failing which a recovery as mentioned in Schedule 'F' shall be made at the earliest from running account bill without any notice in this regard.</p> <p>v. While recording the hindrances in the progress of the work, due consideration should be given to the cause of hindrance. The hindrances shall be segregated in following categories :</p> <p>a) delays due to reasons beyond the control of both parties (subclause 5.2) b) delays attributable to the Department and concurrent delays (sub-clause 5.3). c) delays solely attributable to the contractor (sub-clause 5.5)</p>
<p>5.2 Delays due to reasons beyond the control of both parties:</p>	<p>If the work(s) be delayed by:-</p> <ol style="list-style-type: none"> i. force majeure, or ii. abnormally bad weather, or iii. serious loss or damage by fire, or iv. civil commotion, local commotion of workmen, strike or v. lockout, affecting any of the trades employed on the work, or vi. delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge-in executing work not forming part of the contract, or vii. Any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.
	<p>Then upon the happening event causing delay, the contractor shall within 03 (three) days give online notice thereof through ERP Portal 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 work(s).</p> <p>The contractor shall have no claim on account of any hindrance in case notice(s) are not given by the contractor through ERP Portal.</p> <p>The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s).</p> <p>In case of reiection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency.</p> <p>The decision of Engineer-in-Charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.</p> <p>The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgment of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice.</p>

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	<p>In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the of any such events causing delay within 05 (five) days of occurrence of hindrance on ERP portal provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.</p>
<p>5.3 Delays attributable to the department</p>	<p>In case the work is hindered, in the opinion of the contractor, by the Department or for any reason / event, for which the Department is responsible, then upon the happening of such event causing delay, the Contractor shall within 3 (three) days give online notice there of through ERP Portal 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 work.</p> <p>The contractor shall not be entitled for any hindrance in case notice(s) are not given by the contractor through ERP portal.</p> <p>The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s).</p> <p>In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency.</p> <p>The decision of Engineer-in-Charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.</p> <p>The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgement of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice.</p> <p>In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five) days of occurrence of hindrance on ERP portal provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.</p>
	<p>Such extension of time or rescheduling of milestone(s) shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delay(s) under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2, the contractor shall be entitled to only extension of time and shall have no claim of damages.</p>
<p>5.4 Rescheduling of milestone(s) and 'extended date of completion'</p>	<p>Rescheduling of milestone(s) and 'extended date of completion'</p> <p>The request for rescheduling of milestone (s) and extension of time, shall be made by the Contractor through ERP Portal once in a month on the basis of hindrances accepted by Engineer-in-Charge under sub-clause 5.2 and sub-clause 5.3. The Contractor shall indicate in such a request number of days by which rescheduling of milestone(s) and/or extension of time is desired.</p> <p>The authority as indicated in Schedule 'F', after examining the request, shall give a fair and reasonable extension of time for completion of work and simultaneously reschedule the milestone(s), if required so. The authority shall consider all the hindrances accepted as per sub-clauses 5.2,5.3 and 5.5.</p> <p>The authority shall decide rescheduling of milestone(s) and extension of time within 21 (Twenty One) days of the request submitted by the contractor through ERP portal. In event of no request by the contractor for rescheduling of milestone(s) and extension of</p>

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	time, the authority as indicated in Schedule F, after affording opportunity to the contractor, may give fair and reasonable extension of time based on hindrances accepted by Engineer-in-Charge and reschedule the milestone(s) once in a month. Such justified extension of time shall determine the 'extended date' of com of work.
5.4.1	<p>Provided that the end date of any event causing delay shall not fall beyond the date of request for extension of time or rescheduling of milestone(s) by the contractor. In case end date of event falls beyond the date of submission of said request, then period for extension up to date of application shall be considered in the said request for events eligible for consideration and remaining period shall be applied in subsequent request of extension of time or rescheduling of milestone(s).</p> <p>Engineer-in-Charge shall reschedule a particular mile finalize stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 (twenty one) days of the date of receipt of such request from the Contractor on ERP Portal.</p>
5.5	<p>Delays attributable solely to the contractor</p> <p>In case the work is delayed by reasons solely attributable to the contractor, then Engineer-in-Charge or his representative(s) may record the event causing delay within 05 (five) days of occurrence of delay in the ERP portal. Contractor shall take the notice of the same for necessary action. He may submit his version, if any within 05 (Five) days. Engineerin-Charge, considering the version of the contractor, will take decision on such recording of the event and the decision of the Engineer-in-Charge shall be final and binding.</p> <p>The contractor shall be liable for levy of compensation for such delays (i.e. for the period beyond the justified extended date of completion as determined in sub clause 5.4 and this default of contractor shall be dealt in conjunction with clause 2 of the contract.</p> <p>In case the work is delayed, due to hindrances attributable solely to the contractor, beyond the justified extended date (as stated in sub clause 5.4), the authority indicated in Schedule 'F', without prejudice to provisions to take action under Clause 3 ma t extension of time required for completion of work without rescheduling of milestone(s) and extend the date of completion.</p>
Clause 5A	
Time is the essence of the contract	<p>For Maintenance Works estimated cost upto Rs. 25 Laacs.</p> <p>The time allowed for execution of the work as specified in the Schedule 'F' shall be the essence of the Contract i.e. the contract period will not be extended. The execution of the work shall commence from such time period as mentioned in schedule 'F'. If the contractor commits default in commencing the execution of the work as aforesaid the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.</p>
Clause 6	
Computerized Measurement Book (CMB)/ Electronic Measurement Book (EMB) through CPWD ERP portal	<p>Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.</p> <p>All measurements and levels of work done during the period covering latter half of the preceding calendar month and first half of the calendar month shall be recorded by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB) through CPWD ERP portal / Computerized Level Book (CLB) respectively having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works executed under the contract during the said period. The proforma Computerised Measurement and level books (along with soft copy) shall be submitted in triplicate through letter of transmittal</p>

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to the Engineer-in-charge giving details of number of CMBs / CLBs and their number of pages by 20th day of every calendar month.

In case of EMB, the contractor shall record measurement online on ERP Portal and shall raise RFI(Request for Inspection)online for approval by Engineer-in-Charge or his/her authorized representative. The contractor shall create EMB for the approved RFIs and take printout of EMB having pages of A-4 size duly bound with its pages machine numbered. This online printed EMB shall be submitted in triplicate through letter of transmittal to the Engineer-in-Charge giving details of number of EMB and there number of pages by 20th day of every calendar month.

All such monthly measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his/her authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his/her authorized representative.

In case of CMB/CLB, if after verification by the Engineer-in-charge and/or his/her authorized representative, any change is required, then the same shall be done by the Engineer-in-charge and/or his/her authorized representative in CMB/CLB under the dated initials signature, name and designation of the person seeking the change in all the three copies of proforma CMB/CLB. All changes are to be finally authorized by the Engineer-in-Charge. Thereafter one copy of the corrected and authorized proforma CMB / CLB shall be sent by the Engineerin-charge to the contractor and another copy shall be sent by the Engineer-in-Charge to his/ her authorized representative and the third copy shall be retained by the Engineer-in-charge in his office. The contractor shall then have to submit final CMB / CLB without any corrections to the Engineer-in-Charge who shall get it cross checked from the corrected and authorized proforma CMB / CLB.

In case of EMB, if after verification by the Engineer-in-Charge or his/her authorized representative, any change is required, then Engineer-in-Charge or his/her authorized representative seeking the change shall return the online rejected measurement(s) to the contractor for incorporating the changes. The contractor shall resubmit such measurements online after making necessary changes. All the changes are to be finally authorised by the Engineer- in- Charge or his / her authorised representative. The contractor shall create EMB for the approved RFI, submit printout of the final EMB, having pages of A- 4 size, without any correction and shall get it cross checked from the online record of measurements available on ERP Portal.

Once the Engineer-in-charge is satisfied that CMB / CLB /EMB is free from any corrections, modifications, over-writings, and insertions etc., he shall assign a number in continuation to the existing series of CMB / CLB /EMB of his office as per register of CMBs / CLBs / EMBs maintained in his Division office and intimate the assigned serial number of the CMB / CLB /EMB to the Contractor.

If the contractor fails to submit the CMB /CLB / EMB along with abstract of measurements for the work done continuously for two months, then the Engineer-in-charge shall get the executed work measured ex-parte after giving a notice of seven working days to the contractor in writing either through site order book or any other mode of correspondence. The ex-parte measurements so undertaken by the Engineer-in-Charge shall be final and binding on the Contractor and shall be outside the purview of Clause 25 of this GCC.

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	<p>Resources deployed by the Engineer-in-charge for ex-parte measurements, subject to minimum of Rs. 7500.00 per such two-monthly cycle of ex-parte measurement, shall be at the risk and cost of the contractor and shall be recovered from his bill. A copy of such ex-parte measurements shall be sent to the contractor for his record.</p> <p>The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his/her representative.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.</p> <p>The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his/her authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his/her authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.</p> <p>Engineer-in-Charge or his/her authorized representative may cause either themselves or through another officer of the department to check the measurements/levels recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>It is also a term of this contract that checking and/or test checking the measurements/levels of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.</p>
Clause 7	
Payment of intermediate certificate to be regarded as Advances	<p>No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of the Department in triplicate on or before the 7th day of every calendar month of the measurements recorded upto previous month as per clause 6. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.</p>

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	<p>An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor.</p> <p>Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.</p> <p>If the contractor fails to submit the bill for the work done upto defined date continuously for two months, then the Engineer-in-charge shall get the bill prepared ex-parte after giving a notice of seven working days to the Contractor in writing either through site order book or any other mode of correspondence. The ex-parte bill so prepared by the Engineer-in-Charge shall be final and binding on the Contractor and shall be outside the purview of Clause 25 of this GCC. In the event of preparing the bill by the Engineer-in-Charge, no claims whatsoever due to delays on payment including that of interest shall be admissible to contractor.</p> <p>Resources deployed by the Engineer-in-charge for ex-parte preparation of bill, subject to minimum of Rs 5000.00 per such two monthly cycle of ex-parte bill, shall be at the risk and cost of the contractor and shall be recovered from his bill. A copy of such ex-parte bill shall be sent to the contractor for his record.</p> <p>In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor.</p> <p>All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.</p> <p>Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.</p> <p>The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bills to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% (ten percent) per annum The Engineer-in-Charge in his sole discretion contractor a simple interest</p>
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	@ 10% (ten percent) per annum on the advance payment made to the contractor, shall be paid to the Government from the date of expiry of prescribed time limit.
Payments in composite Contracts	<p>In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.</p> <p>In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.</p>
Clause 7A	
	No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge
Clause 7B	
Payment to third party	<p>If the exigencies of the work so demand, the engineer in charge may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions:</p> <p>(a) The contractor gives an authority letter addressed to the engineer in charge on a nonjudicial stamp paper of Rs.100 in the format given below:</p> <p>I/We authorize the Executive Engineer, Division, DDA to pay directly on my/our behalf to (name of the third party) an amount of Rs.....(Rupeesin words) for the work done or supplies made by (name of the third party). I/We shall be responsible for the quality and quantity of the same under the provisions of agreement number.....</p> <p style="text-align: right;">Signature of the contractor.</p> <p>(b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.</p>
Clause 8	
Completion Certificate	<p>Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply</p>

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	with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
Clause 8 A	
Contractor to keep Site Clean	When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.
Clause 9	
Payment of Final Bill	<p>The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute, and for those items which are in dispute on account of quantity and/or rates shall be paid at approved quantity and/or rates by the Engineer-in-Charge, within three months period reckoned from the date of receipt of the bill by the Engineer in- Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.</p> <p>If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the deptt. after prescribed time limit , a simple interest @ 5 % per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.</p>
Clause 9 A	
Payment of Contractor's Bills to Banks	<p>Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by DDA or his signature on the bill or other claim preferred against DDA before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co operative or thrift societies or recognized financial institutions.</p> <p>Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-a- vis the DDA.</p>
Clause 10 A	

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<p>Materials to be provided by the Contractor</p>	<p>The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the DDA.</p> <p>The contractor shall, at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.</p> <p>The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.</p> <p>The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer -in- Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.</p> <p>The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.</p> <p>The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.</p>
<p>Clause 10 B</p>	
<p>Secured Advance on Materials</p>	<p>(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 up to 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of the work, whichever is lower, which are in the opinion of the Engineer in-Charge non perishable, non fragile and non combustible and are in accordance with the contract and which have been</p>

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	<p>brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.</p> <p>Such secured advance shall also be payable on other items of perishable nature, fragile and combustibles with the approval of the Engineer in Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer in Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high risk materials such as ordinary glass, sand, petrol, diesel etc.</p>
Clause 10 C	
Payment on Account of Increase in Prices/Wages due to Statutory Order(s)	<p>If after submission of tender, if the price of any material incorporate in the work (excluding the material covered under clause 10 CA and/ or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.</p> <p>If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), DDA shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.</p> <p>Engineer in Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.</p> <p>The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer in Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.</p> <p>For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory rule and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.</p>
Clause 10 CC	
Payment due to	If the prices of materials and/or wages of labour required for execution of the work

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<p>Increase/ Decrease in Prices/ Wages after Receipt of Tender for Works</p>	<p>increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-</p> <p>(i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.</p> <p>(ii) The cost of work on which escalation will be payable shall be reckoned as below :</p> <p>(a) Gross value of work done up to this quarter : (A)</p> <p>(b) Gross value of work done up to the last quarter : (B)</p> <p>(c) Gross value of work done since previous quarter (A - B) (C)</p> <p>(d) Full assessed value of Secured Advance fresh paid in this quarter : (D)</p> <p>(e) Full assessed value of Secured Advance recovered in this quarter : (E)</p> <p>(f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D - E) : (F)</p> <p>(g) Advance payment made during this quarter: (G)</p> <p>(h) Advance payment recovered during this quarter: (H)</p> <p>(i) Advance payment for which escalation is payable in this Quarter (G - H) : (I)</p> <p>(j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)</p> <p>Then, $M = C + F + I + J$</p> <p>$N = 0.85 M$</p> <p>Cost of work for which escalation is applicable:</p> <p>$W = N$</p> <p>(iii) Components for materials (except cement, reinforcement bars, structural steel, POL) labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer in Charge in working out such percentage shall be binding on the contractors.</p> <p>(iv) The compensation for escalation for other materials shall be worked as per the formula given below: Adjustment for civil component / electrical component of construction 'Materials'</p> $V_m = \frac{W \times X_m \times MI - MI_0}{100 \times MI_0}$ <p>V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>= Cost of Work done worked out as indicated in sub para (ii) of Clause 10CC.</p> <p>X_m = Component of 'materials' (except cement, structural steel, reinforcement bars POL) expressed as percent of the total value of work.</p>
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~~MI = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/ tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro-rata basis does not cover full calendar month then indices will be considered or restricted to previous month.~~

~~MIO = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/ Group items.~~

~~*Note: relevant component only will be applicable.~~

~~(v) The following principles shall be followed while working out the indices mentioned in para (iv) above.~~

~~(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.~~

~~(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.~~

~~vi) The compensation for escalation for labour shall be worked out as per the formula given below:-~~

$$\text{VL} = W \times \frac{Y - X}{100} \times \frac{LI}{LI}$$

~~VI : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.~~

~~W : Value of work done, worked out as indicated in sub para (ii) above. •~~

~~Y : Component of labour expressed as a percentage of the total value of the work.~~

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	<p>LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on prorata basis does not cover full ealendar month then indices will be considered or restricted to previous month.</p> <p>LI0 : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.</p> <p>(vii) The following principles will be followed while working out the compensation as per sub para (vi) above.</p> <p>(a) The minimum wage of an unskilled Mazdoor mentioned in sub para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.</p> <p>(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done insubsequent quarters;</p> <p>(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.</p> <p>(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:</p> <p>(a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.</p> <p>(b) the Engineer in Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub clause shall be implemented from time to time and the decision of the Engineer in Charge in this behalf shall be final and binding on the contractor.</p> <p>(ix) Provided always that:-</p> <p>(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable.</p> <p>(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.</p>
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	<p>Note: Updated stipulated date of completion (period of completion plus extra time for extra work) for compensation under clause 10C and 10 CC.</p> <p>The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C and clause 10CC.</p>
Clause 10 D	
Dismantled Material Govt. property	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as DDA's property and such materials shall be disposed off to the best advantage of DDA according to the instructions in writing issued by the Engineer-in-Charge.
Clause 11	
Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	<p>The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.</p> <p>The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.</p>
Clause 12	
<p>Deviations/ Variations Extent and Pricing</p> <p>DG/CON/ Maintenance 2023/O3 dated 18-12-2023.</p>	<p>The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.</p> <p>The completion cost shall, in no case, exceed 1.5 times the contract amount. Contractor will devise a system to keep a watch on quantum of work taken up vis-a-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra item(s), deviation(s) so -that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid.</p> <p>Engineer-in-Charge will verify and confirm the alerts before assigning deviation(s) and / or extra item(s) to the contractor. If additional work(s) is required to complete defined scope of work beyond above limit then Engineer-in Charge may take up such work(s) separately. The contractor will not have any claim(s) whatsoever on this account.</p>

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12.1	<p>12.1 The time for completion of the works shall, in the event of any deviation(s) and extra item(s) resulting in additional cost over the contract amount will be extended, if requested by the contractor, as follows</p> <p>(i) In the proportion to the additional cost of work, bears to the original contract amount plus.</p> <p>(ii) 25% of the time calculated in (i) above.</p>
12.2 Deviation, Extra Items and Pricing	<p>(a) Non Schedule Extra Item(s) - The contractor, shall within fifteen days of the receipt of order to execute extra item(s) or occurrence of the item(s), submit analysis of rate of extra item(s) based on the rate(s) of material(s) available in basic rate of Standard Schedule of Rate mentioned in schedule F and rate(s) of the material(s) based on tax paid bills which are not available in standard Schedule of Rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in Schedule of Rate(s) mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.</p> <p>The rate(s) of the material(s) which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bill(s) for the material(s) as defined in manufacturer's specification. Material rate(s) from Standard Schedules of Rate(s) shall be given priority in the analysis of rate(s). The rate of extra item will be</p> <p>i. Analyzed rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.</p> <p>ii. Analyzed rate, if the Contract amount is above the estimated amount put to tender. Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.</p> <p>Where the contractor submits analysis of rate(s) of extra item(s) in the manner prescribed above, the Engineer-inCharge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rates and other documents submitted by the contractor. determine the rate(s) of extra item(s). The contractor shall be paid in accordance with the rate(s) so determined.</p> <p>However provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for material(s) not available in the Standard Schedule of Rates mentioned in Schedule F. The contractor while submitting the tax paid bill of purchased material(s) shall ensure that rate(s) of the materials are reasonable and lowest available in the market. If Engineer-in-Charge feels rates in tax paid bill(s) submitted by contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-Charge is the final authority to decide applicable rate(s) of material(s).</p> <p style="text-align: center;">Scheduled Extra Items</p> <p>i. For percentage rate tender, the extra item(s) shall be Paid as Per the Standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/ below quoted by the contractor on estimated cost put to tender.</p> <p>ii. ii. For item rate tender, the extra item(s) shall be Paid as Per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (Contract amount divided by estimated cost put to tender).</p> <p>The rate(s) of extra item(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor.</p>
12.3 Deviation, deviated	<p>All the deviated quantities shall be paid at agreement rates. (Added vide OM no. DG/CON/313 dated 17.02.2021)</p>

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Quantities, Pricing	
12.4 (Renumbered vide OM no. DG/CON/313 dated 17.02.2021)	The case of any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.
12.5	Cost index Latest available Cost index at the time of beginning of execution of extra item(s) shall be used in sub-clauses '12.2 (a) and 12.2 (b) for calculation of rate s of extra item S
12.6	Labour rates Labour rates will be based on latest available circulars issued by Central Govt. or State Govt. whichever are higher as well as applicable for the work.
Clause 13	
Foreclosure of contract due to Abandonment or Reduction in Scope of Work	<p>If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter.</p> <p>The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.</p> <p>The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;</p> <p>(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.</p> <p>(ii) DDA shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however DDA shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by DDA, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.</p> <p>(iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.</p> <p>(iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.</p> <p>The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be</p>

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	<p>necessary to enable him to certify the reasonable amount payable under this condition. The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the DDA as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the DDA from the contractor under the terms of the contract.</p> <p>In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.</p>
Clause 14	
Carrying out part work at risk & cost of contractor	<p>If contractor:</p> <p>(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or</p> <p>(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.</p> <p>(iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to DDA, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :</p> <p>(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or</p> <p>(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.</p> <p>The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by DDA because of action under this clause shall not exceed 10% of the tendered value of the work.</p> <p>In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.</p> <p>The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.</p> <p>Any excess expenditure incurred or to be incurred by DDA in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be</p>

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	<p>suffered by DDA as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to DDA in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.</p> <p>If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.</p> <p>In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.</p>
Clause 15	
Suspension of Work	<p>(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:</p> <p>(a) on account of any default on the part of the contractor or;</p> <p>(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or</p> <p>(c) for safety of the works or part thereof.</p> <p>The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer in- Charge.</p> <p>(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:</p> <p>(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;</p> <p>(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.</p> <p>(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by DDA or where it affects whole of the works, as an abandonment of the works by DDA, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by DDA, he shall have no claim to payment of any compensation on account of any profit or</p>

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	<p>advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.</p>
Clause 16	
Action in case Work not done as per Specifications	<p>All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose.</p> <p>Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.</p> <p>If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.</p> <p>In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.</p>
Clause 17	
Contractor Liable for Damages, defects during defect liability Period	<p>If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been</p>

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	<p>given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.</p> <p>In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.</p>
Clause 18	
Contractor to Supply Tools & Plants etc.	<p>The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.</p>
Clause 18 A	
Recovery of Compensation paid to Workmen	<p>In every case in which by virtue of the provisions sub- section (1) of section 12 of the Workmen's Compensation Act. 1923, DDA is obliged to pay compensation to a workman employed by the contractor, in execution of the works, DDA will recover from the contractor , the amount of the compensation so paid: and, without prejudice to the rights of the DDA under sub- section(2) of section 12, of the said Act, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DDA to the contractor whether under this contract or otherwise. DDA shall not be bound to contest any claim made against it under sub-section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to DDA full security for all costs for which DDA might become liable in consequence of contesting such claim.</p>
Clause 18 B	
Ensuring Payment and Amenities to Workers if	<p>In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, DDA is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare</p>

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Contractor fails	and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by DDA from time to time for the protection of health and sanitary arrangements for workers employed by DDA Contractors, DDA will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the DDA under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DDA to the contractor whether under this contract or otherwise DDA shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which DDA might become liable in contesting such claim.
Clause 19	
Labour Laws to be complied by the Contractor	The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.
CLAUSE 19A	No labour below the age of fourteen years shall be employed on the work.
CLAUSE 19 B	
Payment of Wages	Payment of wages: (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable. (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him. (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by DDA from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable (iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

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	<p>(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.</p> <p>In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.</p> <p>(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.</p> <p>(vi) The contractor shall indemnify and keep indemnified DDA against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations (applicable to DDA also) without prejudice to his right to claim indemnity from his sub-contractors.</p> <p>(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.</p> <p>(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.</p> <p>(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.</p>
CLAUSE 19C	In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in Schedule F for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.
CLAUSE 19 D	<p>The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-</p> <ol style="list-style-type: none"> (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 for 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 19F and the amount paid to them. <p>Failing which the contractor shall be liable to pay to DDA, a sum as decided by the authority mentioned in Schedule F 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, the amount levied as fine and be binding on the contractor.</p>
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 contract, the contractor shall comply with or cause to be complied with all the rules framed by DDA from time to time for the protection of health

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	and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.
CLAUSE 19 F	<p>Leave and pay during leave shall be regulated as follows:-</p> <p>1. Leave :</p> <p>(i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,</p> <p>(ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.</p> <p>2. Pay :</p> <p>(i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.</p> <p>(ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.</p> <p>3. Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.</p> <p>4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Appendix -I and II, and the same shall be kept at the place of work.</p>
Clause 19 G	<p>In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing 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 DDA a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as decided by the authority mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.</p> <p>Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within</p>

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	the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).
CLAUSE 19 H	The contractor(s) shall at his/their own cost arrange appropriate accommodation for his/their labour employed which should have proper doors windows, ventilation, water supply, drainage, & sanitary installation etc.
Clause 19I	The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.
CLAUSE 19J	It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.
Clause 19K Employment of skilled/semi skilled workers	The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores. For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at

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	the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be borne by the DDA. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.
CLAUSE 19L Contribution of EPF and ESI	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.
Clause 20 Minimum Wages Act to be Complied With	The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.
Clause 21	
Work not to be sublet. Action in case of in solveny	The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of DDA in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the DDA shall have power to adopt the course specified in Clause 3 hereof in the interest of DDA and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.
Clause 22	
	All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of DDA without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
Clause 23	
Changes in firm's Constitution to be Intimated	Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
Clause 24	
Life Cycle Cost	The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer- in- Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.
Clause 25	
Settlement of Disputes & Arbitration	Notwithstanding any other practice in existence, or any prior agreement or written negotiations having taken place, or any tender condition, or any other clause or covenant

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	in this agreement or any document referred to in this agreement, any provision in the GCC or CPWD Manual, or any circular, guideline, direction or any rule or regulation, it is hereby agreed that any dispute between the parties to this agreement shall be resolved by decision of the courts at Delhi and the dispute shall not be resolved by way of arbitration or any other alternate dispute redressal mechanism.
Clause 26	
Contractor to Indemnify Govt. against Patent Rights	The contractor shall fully indemnify and keep indemnified the DDA 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 royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against DDA in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the DDA if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.
Clause 27	
Lump sum Provisions in Tender.	When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.
Clause 28	
Action where no Specifications are Specified	In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per state/ District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.
Clause 29	
Withholding and lien in respect of sum due from Contractor	<p>(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the DDA shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the DDA shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the DDA shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the DDA or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or DDA will be kept withheld or retained as such by the Engineer-in-Charge or DDA till the claim</p>

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	<p>arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the DDA shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.</p> <p>(ii) DDA shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for DDA to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and 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 DDA to the contractor, without any interest thereon whatsoever.</p> <p>Provided that the DDA shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.</p>
Clause 29 A	
Lien in respect of claims in other Contracts	<p>Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the DDA or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or DDA or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the DDA or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the DDA will be kept withheld or retained as such by the Engineer-in-Charge or the DDA or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.</p>
Clause 30	
Unfiltered water Supply	<p>The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.</p> <p>(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.</p> <p>(ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in- Charge, unsatisfactory.</p>

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Clause 31	
Hire of Plant & Machinery	The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.
Clause 32	
Employment of Technical Staff and employees	<p>Contractors Superintendence, Supervision, Technical Staff & Employees</p> <p>(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.</p> <p>The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even of the contractor (or partner(s) in case of firm/ company)is himself / herself an Engineers, it is necessary on the part of the contractor to Employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'.</p> <p>The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.</p> <p>All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.</p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a</p>

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	<p>recovery (non refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.</p> <p>(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.</p> <p>The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.</p> <p>The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.</p> <p>(iii) For works with estimated cost more than Rs. 10 Crores and stipulated time period more than 6 months :</p> <p>The contractor shall ensure that at least one deployed technical representative shall be trained in courses related to CPWD specifications, labour laws, safety rules etc. of duration not less than 5 working days either through National CPWD Academy (NCA) or National Institute of Construction Management and Research (NICMAR) or CIDC or any other similar reputed and recognized Institute managed or certified by State/Central Government. The training cost and other cost related to training shall be borne by the contractor. The contractor shall ensure that at least one technical representative is trained within six months of start of work. The time period of six months can be relaxed by the Engineer-in-Charge depending upon the frequency of training course organized by NCA.</p> <p>If the contractor fails to ensure that at least one technical representative is trained in the above mentioned course till completion of work or one year from start of work, whichever is earlier, then a non-refundable recovery of Rs. 50,000/- shall be made from the bill of the contractor. Decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.</p>
Clause 33	
Levy/Taxes payable by Contractor	(i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and DDA shall not entertain any claim whatsoever

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	<p>in this respect except as provided under Clause 38.</p> <p>(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.</p> <p>If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the DDA and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the DDA and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.</p>
Clause 34	
Conditions for reimbursement of levy/taxes if levied after receipt of Tenders	<p>(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.</p> <p>However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.</p> <p>Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.</p> <p>(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the DDA and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.</p> <p>(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.</p>
Clause 35	
Termination of Contract on death of contractor	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-Charge on behalf of the DDA shall have the option of terminating the contract without levy of compensation to the contractor.
Clause 36	
If relative working in DDA then the contractor not allowed to tender	<p>The contractor shall not be permitted to tender for works in the DDA circle (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the DDA. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in DDA for any breach of this condition.</p> <p>NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles, aunts and cousins and their</p>

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	corresponding in-laws.
Clause 37	
No Gazetted Engineer to work as Contractor within one year of retirement	No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the DDA shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of DDA in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of DDA as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.
Clause 38	
Theoretical consumption of Material	<p>(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-</p> <p>(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.</p> <p>(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.</p> <p>(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.</p> <p>(d) For any other material as per actual requirements.</p> <p>Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. For non scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.</p> <p>(ii) The said action under this clause is without prejudice to the right of the DDA to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.</p>
Clause 39	
Compensation during warlike situations	The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.2,00,000/-- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered

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	<p>and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.</p>
Clause 40	
Apprentices Act provisions to be complied with	<p>The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.</p>
Clause 41	
Release of Security deposit after labour clearance	<p>The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.</p> <p>Note :- In case of any discrepancies between Hindi and English version, English version will prevail.</p>

Note:-

For any discrepancy, please, refer CPWD GCC 2023 for maintenance works.

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CPWD SAFETY CODE (Also applicable in DDA)

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1.4 horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3m. (10ft.) in length. For longer ladder, this width should be increased at least ¼" for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
 - (b) Safety Measures for digging bore holes:-
 - (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
 - (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
 - (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

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- (iv) After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi) After the borewell is drilled the entire site should be brought to the ground level.

7. Demolition – Before any demolition work is commenced and also during the progress of the work.
 - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.
 - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :
 - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher office.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes color in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

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- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapor proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard is an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :-
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
- c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.
9. An additional clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product contained lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
- ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
- iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
- iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- v) Overall shall be worn by working painters during the whole of working period.
- vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of DDA
- viii) DDA may require, when necessary medical examination of workers.
- ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for

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- prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
 - i) a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned
 12. Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
 13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
 14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
 15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
 16. Notwithstanding the above clauses from 1 to 15 there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

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

1. **APPLICATION**

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

2. **DEFINITION**

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

3. **FIRST-AID FACILITIES**

i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:

a) For work places in which the number of contract labour employed does not exceed 50

Each first-aid box shall contain the following equipments:

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

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

Each first-aid box shall contain the following equipments:

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

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

4. **DRINKING WATER**

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

5. **WASHING FACILITIES**

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

6. **LATRINES AND URINALS**

- i) Latrines shall be provided in every work place on the following scale namely :
 - a) Where female are employed there shall be at least one latrine for every 25 females.
 - b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.
- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
 - b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.

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- vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- viii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure)
- ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. **PROVISION OF SHELTER DURING REST**

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

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

8. **CRECHES**

(i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b & c.

(ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

(iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.

(iv) The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

(v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

10. **ANTI-MALARIAL PRECAUTIONS**

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

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

12. **AMENDMENTS**

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

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CONTRACTOR'S LABOUR REGULATIONS (ALSO APPLICABLE IN DDA)**1. SHORT TITLE**

These regulations may be called the Contractors Labour Regulations.

2. DEFINITIONS

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

a) Who is employed mainly in a managerial or administrative capacity: or

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

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

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

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

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

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

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

ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the Wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

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5. **PAYMENT OF WAGES**

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct **by contractor through bank or ECS or online transfer to his bank account.**
- vii) All wages shall be paid **through bank or ECS or online transfer.**
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- x) It shall be the duty of the contractor to ensure the disbursement of wages **through bank account of labour.**
- xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "wage-cum-Muster Roll" as the case may be in the following form :
 "Certified that the amount shown in column No. ----- has been paid to the workman concerned **through bank account of labour** on ----- at -----

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

- i) The wages of a worker shall be paid to him without any deduction of any kind except the following
 - a) Fines
 - b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - e) Any other deduction which the Central Government may from time to time allow.
- ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note: An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-I.

- iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

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DELHI DEVELOPMENT AUTHORITY

- v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. **LABOUR RECORDS**

- i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV).
- ii) The contractor shall maintain a **Muster Roll register** in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).

iv) **Register of accident**

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

- a) Full particulars of the labourers who met with accident
- b) Rate of Wages
- c) Sex
- d) Age
- e) Nature of accident and cause of accident
- f) Time and date of accident
- g) Date and time when admitted in Hospital
- h) Date of discharge from the Hospital
- i) Period of treatment and result of treatment
- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
- k) Claim required to be paid under Workmen's Compensation Act
- l) Date of payment of compensation
- m) Amount paid with details of the person to whom the same was paid
- n) Authority by whom the compensation was assessed
- o) Remarks.
- v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) rules 1971 (Appendix-XI).
The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X).
- vi) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (F&A) rules 1971 (Appendix-XII).
- vii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).
- viii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) rules 1971 (Appendix-XIV).

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

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

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9. **EMPLOYMENT CARD**

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

10. **SERVICE CERTIFICATE**

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

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

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

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

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

13. **REPORT OF LABOUR OFFICER**

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

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

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

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

15. **PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

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

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

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

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

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- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.
16. **INSPECTION OF BOOKS AND SLIPS**
The contractor shall allow inspection of all the prescribed labour records to any of this workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.
17. **SUBMISSION OF RETURNS**
The contractor shall submit periodical returns as may be specified from time to time.
18. **AMENDMENTS**
The Central Government may from time to time add to or amend the regulations and on any question as to the application/ Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.

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PROFORMA OF REGISTERS

Appendix 'I'

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor -----

Name and location of the work -----

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

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

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

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SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT
ADMISSIBLE TO THE CONTRACTOR'S LABOUR

Name and address of the contractor -----

Name and location of the work -----

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

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LABOUR BOARD

Name and work -----

Name of Contractor -----

Address of Contractor -----

Name and address of Division -----

Name of Labour Officer -----

Address of Labour Officer -----

Name of Labour Enforcement Officer -----

Address of Labour Enforcement Officer -----

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

Weekly holiday -----

Wage period -----

Date of payment of wages -----

Working hours -----

Rest interval -----

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REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer -----

S. No.	Name and surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/designation	Permanent home address of the workman (Village and Tehsil, Taluk and Districts)	Local address	Date of commencement of employment	Signature or thumb impression of the workman	Date of termination of employment	Reasons for terminations	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

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Delhi Development Authority

Appendix 'V'

Form XVI (see Rule 78(2)(a))
MUSTER ROLL

Name and address of contractor -----

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

Nature and location of work-----

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

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

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Form-XVII (see Rule 78(2)(a))
REGISTER OF WAGES

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer -----

Wages Period:----- Monthly/ Fortnightly

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

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WAGE CARD

Name and address of contractor ----- Date of Issue -----
 Name and location of work ----- Designation -----
 Name of workman ----- Month / Fortnight -----
 Rate of Wages -----

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

Received from ----- the sum of Rs. ----- on
 account of my wages

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

Signature

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NIL

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Form-XIX [See rule 78(2) b]
WAGES SLIP

Name and address of contractor -----
Name and Father's/ Husband's name of workman -----
Nature and location of work -----
For the Week/ Fortnight/ Month ending -----
1. No. of days worked -----
2. No. of units worked in case of piece rate workers -----
3. Rate of daily wages/ piece rate -----
4. Amount of overtime wages -----
5. Gross wages payable -----
6. Deduction, if any -----
7. Net amount of wages paid -----

Initials of the Contractor or his representative

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Form-XIV [See rule 76]
EMPLOYMENT CARD

Name and address of contractor -----

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

Name of work and location of work -----

Name and address of Principal Employer -----

1. Name of the workman -----

2. S.No. in the register of workman employed -----

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

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

5. Wage period -----

6. Tenure of employment -----

7. Remarks-----

Signature of Contractor

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Form-XV (See rule 77)

SERVICE CERTIFICATE

Name and address of contractor -----

Name and location of work -----

Name and address of workman -----

Age or date of birth -----

Identification marks -----

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

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

Name and address of Principal Employer -----

S. No.	Total Period for which employed		Nature of Work Done	Rate of wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

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LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. Willful insubordination or disobediences, whether along or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of DDA.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the DDA or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

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

REGISTER OF FINES

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

S. No.	Name of Workman	Father's/ Husband's name	Designation/ nature of employment	Act/ Omission for which fine imposed	Date of Offence	Whether workman showed cause against fine	Name of person in whose presence employ ee's explanation was heard	Wage period and wages payable	Amount of fine imposed	Date of which fine realized	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

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

REGISTER OF DEDUCTION FOR DAMAGE OR LOSS

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

S. No.	Name of Work man	Father's/ Husband's name	Designation/nature of employment	Particulars of damage or loss	Date of damage or loss	Whether work man showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of installments	Date of recovery		Remarks
										First installment	Last installment	
1	2	3	4	5	6	7	8	9	10	11	12	13

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Form-XXII [See rule 78(2)d]
REGISTER OF ADVANCES

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

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

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AE(P)/SMD-5/DDA

Form-XXIII [See rule 78(2) e]

REGISTER OF OVERTIME

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

S. No.	Name of Workman	Father's/ Husband's name	Sex	Designation/ nature of employment	Date on which Overtime worked	Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earnings	Rate on which overtime wages paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

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Appendix 'XV'
(FORM 31)
INDENTURE FOR SECURED ADVANCES
(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of20.....BETWEEN (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the CORPORATION (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part. WHEREAS by an agreement dated..... (hereinafter called the said agreement) the

Contractor has agreed AND WHEREAS the Contractor has applied to the President that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the President has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor onand the President has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....on or before the execution of these presents paid to the Contractor by the President (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the President and declare as follows: -

- (1) That the said sum of Rupeesso advanced by the

President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Chief Engineer/ Superintending Engineer, Corporate Office (hereinafter called the Chief Engineer/ Superintending Engineer) and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the

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Chief Engineer/ Superintending Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Chief Engineer/ Superintending Engineer.

- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Chief Engineer/ Superintending Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Corporation of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Corporation will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Corporation shall immediately on the happening of such default be repayable by the Contractor to the Corporation together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of e-payment and with all costs charges, damages and expenses incurred by the Corporation in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Corporation to repay and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Corporation of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Corporation may at any time thereafter adopt all or any of the following courses as he may deem best :-
 - (a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the Corporation on demand.
 - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Corporation under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

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In witness whereof the saidandby the order and under the

direction of the Corporation have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by..... the said contractor in the presence of

Signature

Witness Name

.....

Address.....

Signed by.....

by the order and direction of the Engineer-in-charge in the presence of

Signature

Witness Name

.....

Address.....

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Appendix-XVI(Refer clause 5)FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement no.
4. Estimated amount put tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in Schedule 'F' previously

	Letter no. and date	Extension granted	
		Months	Days
	(a) 1st extension		
	(b) 2nd extension		
	(c) 3rd extension		
	(d) 4th extension		
	(e) Total extension previously given		

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3).
Submitted to the Authority indicated in Schedule F with copy to the Engineer-in-Charge and Chief Engineer/ Superintending Engineer.

Signature of Contractor
Dated

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APPENDIX XVII
Notice for appointment of Arbitrator
[Refer Clause 25]

To
The Chief Engineer/EM
DDA, _____

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant
(only the person/authority who
signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully, (Signatures)

Copy in duplicate to:

1. The Executive Engineer,
..... Division.

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**Form of Earnest Money Deposit
Bank Guarantee Bond**

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this day of 20... . THE CONDITIONS of this obligation are:

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

(b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

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

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AE(P)/SMD-5/DDA

**Form of Performance Security (Guarantee)
Bank Guarantee Bond-Format - I**

In consideration of the Delhi Development Authority(hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called “the said contractor(s)” for the work of _____ (hereinafter called “The said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs._____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (indicate the name of the bank) (hereinafter referred to as “the Bank) hereby undertake to pay to the Government an amount not exceeding Rs._____ (Rupees _____ only) on demand by the Government.
2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____ (Rupees _____ only).
3. We _____ (indicate the name of the bank) the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. We _____ (indicate the name of the bank) further agree with the Government that the government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by

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Delhi Development Authority

the Government to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated _____ the day of _____ for _____ (Indicate the name of Bank)

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**Form of Performance Security (Guarantee)
Bank Guarantee Bond- Format –II**

In consideration of the President of India (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called “the said Contractor(s)”) for the work..... (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.

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

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

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

5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees)

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SPECIAL CONDITIONS

1. (a) A detailed program in the form of precedence network diagram is to be submitted to the Engineer-in-charge within 15 days of award of work. Any modification suggested by the Engineer-in-charge shall be incorporated in the Bar chart. It will be ensured by the contractor that the time schedule laid down in the aforesaid Bar chart is adhered to. In case of any slippage, the time lost will have to be made good by the contractor by speeding up the activities. In such cases, he shall be bound to follow the revised programme decided by the Engineer-in-charge. The program chart should include the following:
- (i) Descriptive note explaining sequence of various activities.
 - (ii) Network (Bar chart/ precedence network).
 - (iii) Programme for procurement of material by the contractor.
 - (iv) Programme of mobilization of machinery equipment.
 - (v) Cash flow statement.

If the contractor fails to submit the Bar Chart/pert chart a compensation of Rs. 5000/- (Rupees five thousand) shall be levied for per month delay.

PROGRESS OF WORK

2. The contractor shall give the Engineer-in-charge, on the 4th day of each month. progress report of the work during the previous month.
- The progress of work shall be reviewed periodically by the Engineer-in-charge with the contractor and shortfalls, if any sorted out. The contractor shall there upon take such action as may be necessary to brig back his work to schedule without additional cost to the departments by employing overtime operations increasing the no. of shifts, capacity of the equipments or otherwise as directed by the Engineer-in-charge and nothing shall be paid extra on this account.

NIGHT WORK

3. For completing the work in time, the contractor might be required to work in two or more shifts (including night work) and no claims what so ever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay the labours and other staff engaged directly or indirectly on the work according to the provisions of the Labour regulations and the arrangement entered upon and/or extra amounts for any other reasons. None of the permanent works shall however be carried out during night or on authorized public holidays, without the permission in writing of the Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life, property or work in which case the contractors shall immediately advise the Engineer-in-charge accordingly, provided always that the provisions of this conditions shall not be applicable in the case of any work which is customary to carry out by rotation or double shift. However the decision of the Engineer-in-charge to allow such work or not shall be final and binding and no extra claim shall be entertained. Necessary lighting and other arrangements will be the responsibility of the contractor without any claim.
- Equivalent Indian rupees on satisfactory completion of the Project or supplies of stores and spares in case of operation items.

- 3.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of obligations under the contract.
- 3.4 Failure to furnish correct and detailed information as called for in paragraph above will render the concerned tender liable to rejection or in the event of a contract materializing the same liable to

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termination by DDA. Besides this there would be a penalty of banning business dealing with DDA or damage or payment of a named sum.

SAFETY DURING CONSTRUCTION:

4. (a) The contractor shall provide and maintain C.G.I., sheet barricading not less than 2.5m in height from ground level duly painted in white and green as required according to the rules of PWD/MCD or any other relevant authority for the work. Whenever compound wall/fencing exist this provision will not be insisted upon. Nothing extra shall be paid for the same.
- (b) The contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades including signs, marking, flags, lights and flagman as necessary, at either end of the excavation/ embankment and at such intermediate points, as directed by the Engineer-in-charge for the proper identification of the construction area. He shall be responsible for all damages and accidents caused due to negligence on his part. These provisions are in additing to the safety measures already mentioned in PWD-8
- (c) All arrangements for traffic diversion during construction including maintenance of diversions roads or construction new diversion road if any shall be considered as incidental to the work shall be the contractor's responsibility. Nothing shall be payable to him in this regard.
- (d) Contractor shall provide one signboard of size 3m x 5m, displaying name of the department, and the project, architects, consultants and main contract, as approved by the Engineer-in-charge. Nothing extra be paid on this account.
- (e) Some restrictions may be imposed by the security staff/ Delhi Police on the working and for movement of labour, material etc.
- (i) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by the competent authority.
- (ii) The contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.
- (iii) No claim whatsoever will be entertained by the department on account of any restrictions (including temporary suspension of work) imposed by the security agencies in execution of work.

(f) SAFETY OF WORKERS

In respect of all labors directly or indirectly employed in the work for the performance of the contractor part of this agreement, the contractor shall at his expense arrange for the safety provisions as per the latest edition of Indian standard Safety Codes shown below and shall at his own expense provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, he shall be liable to pay penalty prescribed under relevant clauses of these tender document for each default and in addition the Engineer-in-charge shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost incurred in on that behalf from the contractor and no claims shall be entertained.

- (i) I.S. 3006 Part I Safety code for scaffolds and ladders.
- (ii) I.S. 3696 Part II Safety code for scaffolds and ladders Part-II ladders.
- (iii) I.S. 76 Safety code for excavation work.
- (iv) I.S. 4031 Safety code for blasting and drilling operations.

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- (v) I.S. 4138 Safety code for working in compressed air.
- (vi) I.S. 5121 Safety code for pilling and other deep foundation.
- (vii) I.S. 5916 Safety code for construction involving use of bituminous material
- (viii) I.S. 7293 Safety code for working construction machinery.
- (ix) I.S. 7969 Safety code for storage and handling of building material.
- (x) Any other code as per direction of Engineer-in-charge.

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

5. DIFFERENCE IN OPINION

In the event of any difference of opinion among site representative in carrying out the item of work in accordance with the agreement, the Engineer-in-charge shall decide the issue and his decision shall be final and binding on the contractor, and the contractor shall be bound to carry out the instruction to complete work in time. At no point of time the contractor shall stop execution of the work on any ground whatsoever.

6. QUALITY ASSURANCE/ QUALITY CONTROL

6.1 All construction work shall be supervised by the contractor including his duly authorized engineer/representative. Contractor shall provide materials and workmanship to the best of their representative kind and shall be fully responsible for executing the work as per prescribed specification, latest BIS code of practices and drawings. The contractor will be fully responsible for all acts of omissions on the part of his employee or representative committed during execution of work by them. He will have to own full responsibility, even if his representative/ employee leave his firm during currency of contract and afterwards also.

6.2 The contractor shall get the source of various raw materials namely aggregate cement, sand, water etc. to be used on the work approved from the Engineer-in-charge and trail mixed for controlled concrete shall be done using the approved materials. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-charge for which tests etc. shall be done by the contractor at his own cost.

6.3 Contractor shall be fully responsible for the quality of work be executed as per described specification, relevant BIS codes and drawings, all work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspections and supervision of the Quality Control Wings/ Vigilance of DDA & CTE. Contractor shall be required to uncover the hidden items whenever it is required by CE(QC) or CTE for checking measurements, quality of work and specifications etc.

6.4 The divisional officer, (Civil and elect.) of DDA will also examine the works executed from the point of view of scope of work, inventory of, fittings and fixtures and specifications for the various item before the work is finalized, if in the opinion of the CE (QC) CTE, any of the work has been executed with improper material or defective workmanship, failure to do so will make him liable for penalty and other actions under clause 14 of PWD 8 of agreement.

6.5 If during any of visit, use of sub-standard material or improper workmanship is noted by the divisional officer or his superior or CE (QC) or any of the authorized representative or his supervisors, the same also be promptly rectified on getting a written notice to do so.

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7. **SAMPLES OF MATERIAL**

- (a) The contractor shall submit to the Engineer-in-charge samples of all materials to be used in the work for approval before bringing bulk supplies and before commencing the work. These approved samples shall be preserved and retained in the custody of the Engineer-in-charge as standards of materials and workmanship till the completion of the work. The cost of such samples shall be borne by the contractor and nothing shall be payable on this account. Preference shall be given to those articles which bear ISI certification mark are not available, the quality of samples brought by the contractor shall be judged by the standard laid down in the relevant ISI specification. All material 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.
- (b) Coarse Sand (Badarpur) will be used after washing in case silt contents is beyond permissible limit.

8. **SUB STANDARD MATERIAL/ WORK:**

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

9. **INSTRUMENT AND EQUIPMENT:**

- (a) 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 tapes, stop watch platform type weighing machine of 200 Kgs. Capacity steel balance with weight spring balance, slump cone with tamping rod. 15 cm cube moulds-24 Nos. Plumb bob. Spirit level. Vernier Calipers/ Micrometer, Calibrated cylinders, hammers, thermometers and standard compression testing machine for concrete cubes.
- (b) The layout alignment and the orientation of the different members of the structural works should be carried out after thoroughly checking the drawings and obtaining clarifications, if any, from the engineer-in-charge. The setting out the work should be carried out by the precision surveying instruments and got approved from the Engineer-in-charge, the contractor shall arrange the necessary equipments and instrument.

10. **TESTING OF MATERIALS**

The entire work shall be done as per CPWD specification 2009 (Vol. 1&2) with correction slip till the date of opening of the tender. However in case of any discrepancy in the description of any item as given in schedule of quantities appended with the tender and the specifications relating to the relevant item that shall be sorted out as per CPWD specification 2009 (Vol. 1&2) with up to date correction slip shall prevail over, if the specifications for any discrepancy not available in the CPWD specifications referred above, relevant B.I.S. specifications shall be followed. In case B.I.S. specifications are also not available, the decision of the Engineer-in-charge shall be final. Whenever any reference to any Indian standard, specifications occur in the documents relating to the contract the same shall be inclusive of all the amendments issued there to or revisions thereof if any, up to the date of receipt of tender.

- (a) All material to be incorporate in the work shall be in accordance with the specification laid down.

The bidder shall use the material bearing ISI/BIS certification mark unless otherwise specified or allowed in writing by the Engineer-in-charge. Any material banned/ rejected by the department shall not be used in the work.

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- (b) The contractor shall submit to the Engineer-in-charge samples of all material for approval. Such samples of materials which affects aesthetics of the work shall also be got approved from the senior architect of the project in addition to the approval of engineer-in-charge before procuring bulk supplies. These approved samples shall be prescribed and retained in the custody of the Engineer-in-charge as standards of the materials till the completion of the work. The cost of such samples shall be borne by the contractor and nothing extra shall be payable on this account.
- (c) The contractor shall be required to get necessary tests carried out on materials/ work from an approved laboratory as per the directions of the Engineer-in-charge.
- (d) In case any material/ work is found substandard the same shall be rejected by the Engineer-in-charge and the same be removed from the site of work within 48 hours failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor without giving any further notice and time.
- (e) In order to ensure quality of work during its execution the Engineer-in-charge may require samples for mandatory or outline testing of materials. All cost of these samples, their packing, conveyance from the site to the testing laboratory and return shall be borne by the contractor.
- (f) Even ISI marked material may be subjected to quality test at the discretion of the Engineer-in-charge. Whenever ISI marked material are brought to the site of work the contractor shall, if required by the Engineer-in-charge furnish, manufacture test certificate or test certificates from approved testing laboratory to establish that the material produced by the contractor, satisfy the provision of relevant IS codes. In case the material fails to conform to IS specification testing charges shall be borne by the contractor. However cement/steel will be necessarily tested before start of work and will not be used till test certificates are obtained and approved by Engineer-in-charge.
- (g) The Contractor shall arrange to carry out all tests (other than referred elsewhere) as required under the Agreement from the laboratories as approved by the Engineer-in-Charge. Contractor shall bear all charges in connection with the cost of samples, packing, transportation, loading & unloading. The cost of tests shall be borne by the contractor.
However, no testing charges will be payable by the Contractor for the tests conducted in DDA laboratories.
Establishing the laboratory at site shall not absolve the Contractor from fulfilling the criteria of getting the test done in independent lab. The decision of the Engineer-in-Charge for allowing any test in the site laboratory or any other laboratory shall be final.

11. INSIDE & OUTSIDE TESTING OF MATERIALS

	1) Test for which no facilities available in DDA labs like testing for cement, lime, steel, timber, water proofing compound, admixtures, aluminium Section pipes etc.	i) 75% of the tests to be got conducted in Govt. labs like PWD/ CPWD/ NTH/HT/CRRI/CERI/NCCB/RTC/FRI Dehradun ii) 25% in other labs approved by DDA.
	2) Tests for which facilities are available in QAC/Zonal Lab	i) 75% Tests in field/zonal lab. ii) 15% in QC lab of DDA iii) 10% in other labs preferably in Govt lab like PWD/CPWD

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3) Where field test only could suffice: like Bulking of sand, field density test, Moisture content (field method etc).	i) 100% at site/Zonal labs however random samples can/shall be collected and sent to QC lab for testing for confirmatory test at the Discretion of SE.
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12. LIST OF EMPANELLED PRIVATE LABORATORIES:-

Sl. No.	Name & Address	Contact No.
1.	M/s K.C. India Test Laboratories Ltd., 12/54, Site-VI, Sahibabad, Indl. Area, Ghaziabad (U.P.)-201010	0120-2772011, 9599880267
2.	The Research Institute of Material Sciences, 22 & 23, Ranaji Enclave, Nangli Sakrawati, Main Najafgarh Road, Opp. Metro Pillar No. 68, New Delhi-110043.	011-25324233, 9599983620
3.	M/s National Testing Laboratory Pvt. Ltd., Plot No. 83/14, Street No. 1, Opp. Metro Pillar No. 557, Udyog Nagar, Mundka Indl. Area, New Delhi-110041	011-28343761 9910596777
4.	M/s Sophisticated Indl. Materials Analytic Labs Pvt. Ltd., A-3/7, Mayapuri Indl. Area, Phase-II, New Delhi-64 RZ-E 220-221, Gali No. 9, Nihal Vihar, Nangloi, Delhi	011-43854300 9811083813
5.	M/s Hi Physix Laboratory, K-12, Sec-2, D.S.I.D.C. Indl. Area, Bawana, New Delhi	011-27761801 8588880199
6.	M/s ACE Test House, KH No. 1048/1088, Pepsi Wali Gali, Near Laxmi Narayan Mandir, Vill. Bhalswa, Delhi-110033	011-27642203 7042858882
7.	M/s Micro Engg. & Testing Laboratory, Plot No. 43, HSIDC, Indl Estate, Rai Sonapat (Haryana-131029)	011-6451132, 9215515650, 9215515652
8.	M/s Arbro Pharmaceuticals Private Limited, 4/9 Kirti Nagar, Indl. Area, New Delhi-110015	011-45754575, 9873507302
9.	M/s Delhi Test House, A-62/3, G.T. Karnal Road Indl. Area, Opp. Hans Cinema, Azadpur, Delhi-110033	011-47075655
10.	M/s Raieon Labs Pvt. Ltd., G-18, Aradhna Bhawan, Commercial Complex, Azadpur, Delhi-110033 Plot No. 140, HSIIDC Rai Indl. Area, Sonapat (Haryana)-131029	011-27672405, 0130-2366144, 9215793344
11.	M/s ARC Testing Laboratory, KH. No. 42/9/4, Village Badli., Near Astha Hospital, New Delhi-110042	011-64642265, 9818555221, 9599221236
12.	M/s Stella Test House, G-68, Sector-63, Noida	0120-4277668, 0120-4277669, 8130190099
13.	M/s Spectro Analytical Labs Ltd. E-41, Okhla Indl. Area, Ph-II, New Delhi-110020	011-40503150, 011-40522000, 9873001515
14.	M/s Arihant Analytical Laboratory Pvt. Ltd., 272, Phase-IV, Sector-57, HSIDC Kundli Distt. Sonapat (Haryana)-131029	9266628850, 9250014551, 9868812232
15.	M/s Alpha Test House, M-577, Guru Harkishan Nagar, Paschim Vihar, New Delhi-110087	011-45768766, 8527763108, 8527799406
16.	M/s Enkay Testing Technologies Ltd. Plot No. 549-I, Pace City-II, Udyog Vihar, Ph-VI, Sector 37, Gurgaon (Haryana)-122001	0124-4108832

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17.	M/s EON Testing Labs, J-12, 1 st Floor, Udyog Nagar, Rohtak Road, Delhi-110041.	011-25471311, 011-25471312, 9911125572
18.	M/s EKO PRO Engineers Pvt. Ltd. 32/41, South Side of G.T. Road, UPSIDC Indl. Area, Ghaziabad-201009(UP)	9711159210, 9711159427
19.	M/s Spectro Analytical Labs Ltd., S-1, GNEPIP, Suraj Indl. Area, Ph-V, Kasna, Greater Noida - 201308	011-40503150, 011-40522000, 98730001515

NOTE:- In addition to the above mentioned laboratories, if there is any addition or deletion from time to time then QAC may be contacted.

- 13) Any cement slurry added over base surface for continuation of concreting for better bond is considered to have been included in the item (unless otherwise specifically stated) and nothing extra shall be payable on this account.
- 14) The earth obtained from the excavation of foundation shall be used for filling in plinth sides, under the floors, courtyards and low lying areas etc. within the premises as per the direction of Engineer-in-charge. The contractor if decided by the Engineer-in-charge in writing shall dispose the surplus earth outside the premises at the specified location for which extra payment shall be made as per terms and conditions of contract.
- 15) The contractor shall maintain registers for cement, reinforcement bars, paints lead material etc. testing and other registers as required by the Engineer-in-charge as per format. These registers shall be signed by the contractor/or by his authorized representative and the Junior Engineer & Assistant Engineer-in-charge of the work.
- 16) The contractor shall furnish the name of the brand of water proofing compound proposed to be used in the water proofing work.
- 17) Factory made materials shall be procured only from reputed and approved manufacturers or their authorized/dealers. List of such approved manufacture is available at page-136. For the item/material not appearing in the list, the decision of Engineer-in-charge shall be final and binding.
- 18) Wherever work is specialized to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer-in-charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, contractor should negotiate with concerned specialized agencies and send their names for approval to Engineer-in-charge. Any material procured without prior for approval to Engineer-in-charge in writing is liable to be rejected. Engineer-in-charge reserves his right to get the material tested in laboratories of his choice before final acceptance. Non standard material shall not be accepted.
- 19 (a) Contractor shall also submit the names of water proofing specialized agencies along with information about their technical capabilities and list of similar work executed by the of specialized agency in the past for the approval of Engineer-in-charge within 30 days from the date of award of work. The approval of specialized agency for the work of water proofing will have to execute the guarantee bond in prescribed performa enclosed at ANNEXURE-II for removing any defect for at least 10 years. Guarantee bond shall be signed by both the specialized agencies as approved by the Engineer-in-charge and the contractor to meet their liability under the guarantee bond. However, the sole responsibility about the efficiency of water proofing treatment shall rest with the contractor.

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- 20)(b) 10% of the cost of water proofing work shall be retained as additional security deposit and the amount so withheld would be released after ten years from the date of completion of the entire work under the agreement. If the performance of the work done is found unsatisfactory and any defects noticed during the guarantee period, they shall be rectified by the contractor within seven days of receipt of intimation of defects in the work. If the defects pointed out are not attended to within the specified period, the same will be got done from another agency at the risk and cost of the contractor.
- 21) The bidder shall indicate the names of at least 3 specialized agencies with whom they are likely to be associated for sanitary, water supply and electric works. The Engineer-in-charge reserves the right to select anyone to whom the work could be assigned.
- 22) The contractor shall necessarily use the surface vibrator for compaction of concrete in floors slab etc. for placement of concrete at various levels lower crane of appropriate size, capacity and boom length or concrete pump shall necessarily be developed by the contractor. However, mechanical hoist can be used by the contractor for lifting other construction materials.
23. The term machine batched machine mixed and machine vibrated design mix concrete used anywhere in agreement shall mean the concrete produced in automatic concrete batching & mixing plant and if necessary transported by transit concrete mixers, placed in position by the concrete pumps and vibrated by surface vibrator/plate vibrator, as the case may be, to achieve required strength and durability.

The design mix and testing of trail mixes shall be done in any of the laboratories listed below for the approval of Engineer-in-charge.

- a) National Council of Cement and Building Material, Ballabhgarh.
- b) CRRI, New Delhi.
- c) IIT, Delhi.

- 24) The bidder will indicate the system of centering and shuttering, he proposed to adopt for easy erection and de shuttering. Based on this system, the type of material to be used in shuttering will be determined.
- 25) The contractor shall carry out disc test on all sewer drainage lines and satisfy the Engineer-in-charge that the lines are absolutely clear. Any obstruction shall be removed by the contractor without any claim for extras. Decision of the Engineer-in-charge with regard to disc test and cleaning of the lines shall be final.
- 26) **CONDITION OF CEMENT**
- (a) The contractor shall procure 43 grade (conforming to IS 8112) ordinary Portland cement as required in the work from reputed manufacturers of cement, having production capacity of 1 million tones or more per annum, such as ACC, JP, Shri Ram, Birla Uttam, JK shree and ultratech as approved by Ministry of Industry, Government of India, and holding license to use ISI certificate mark for their product. Supply of cement shall be taken in 50 Kg. Bags bearing manufacture name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case test result 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 from the site by the contractor at his own cost within a weeks time of written order from the Engineer-in-charge.
- (b) The cement shall be brought at site in bulk supply of approximately 50 tones.

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- (c) The two cement godowns one for the untested and other one for cement that has been tested & approved capacity to store a minimum 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of cement godowns. The keys of the one lock shall remain with Engineer-in-charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for watch and ward a safety of the cement godowns and no extra payment shall be paid for the same. The contractor shall facilities the inspection of the cement godowns by the Engineer-in-charge or his authorized representative at any time.
- (d) The cement shall be got tested by the Engineer-in-charge and shall be used on work only after test results have been received. The contractor shall supply free of charge the cement required for testing. The costs of tests shall be paid/borne by the contractor.
- (e) Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.
- (f) Damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within three days of receipt of such notice, the Engineer-in-charge shall get it removed at the risk and cost of the contractor.
- (g) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical, consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. No payment for excess consumption of cement will be allowed. However the lesser consumption beyond permissible theoretical variation recovery shall be made in accordance with conditions of contract without prejudice to action for acceptance of work/item at reduced rate or rejection as the case may be.
- (h) For non-schedule items, the decision of the superintending Engineer regarding theoretical quantity of cement which should have been actually used, shall be final and binding on the contractor.

27. **CONDITIONS OF STEEL**

- 1)(a) The contractor shall procure IS marked TMT bars of various grads from the steel manufacturers of their authorized dealers (as per following selection criteria) having valid BIS license for IS: 1786-2008 (Amendment 1 November 2012)

The procured steel should have following qualities.

- i) Excellent ductility, bend ability and elongation of finished product due to possible refining technology.
- ii) Consumption steel should be accurate as per design.
- iii) Steel should have no brittleness problem in finished product.
- iv) Steel should carry the quality of corrosion and earthquake resistance.
- v) Quality steel with achievement of proper level of sulphur and phosphorus as per IS:1786-2008.

(b) Selection Criteria of Steel Manufacturers

The supply of reinforcement steel for all DDA works should have following selection criteria of steel manufacturers.

- i) DRI-EAF=Direct Reduced iron – Electric arc furnace.
or
- ii) BF-BOF=Blast Furnace – Basic oxygen furnace.
or

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- iii) COREX-BOF=COREX- Basic oxygen furnace.
For production of liquid steel to finish product at single / multiple locations with NABL or any other similarly placed accrediting Government body which operates in accordance with ISO/IEC 17011 and accredits labs as per ISO/IEC 17025 conforming to IS: 1786-2008 (Amendment-1 November 2012).

LIST OF REPUTATED STEEL PRODUCERS IS ATTACHED HEREWITH IN THE NIT

- (2) The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
- (3) Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test result indicate that the steel arranged by the contractor does not conform to the specifications, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time or written orders from the Engineer-in-Charge to do so.
- (4) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more, or as decided by the Engineer-in-Charge.
- (5) The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- (6) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

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

- (7) The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractors.
- (8) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.
- (9) The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

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ANNEXURE – 1

SPECIAL CONDITION FOR STEEL (REFERENCE PARA 27.2 OF CPWD WORKS MANUAL)

S. No.	Item	Checkpoint	Remarks
1	Steel producer having manufacturing facilities at plant	a) Factory address and Registration no	
		b) Certificate of manufacturing process	
		c) Refining process of steel producer	
		c.1 BF - BOF route	
		c.2 Corex – BOF route	
		c.3 DRI – EAF route	
		With documentary evidence either for BOF or EAF	
		d) Steel plant having infrastructure for producing sponge iron, billete and TMT Rebars	
		e) Production and Quality Flow Chart	
		f) Plant Evaluation an Process Verification	
	g) List of plant & machinery		
2	Established	Document verification for:	
		a) Govt. /PSU Approvals	
		b) Supply orders of TMT Re-barsin Govt. Projects (Minimum-5 Years)	
		c) Verification of direct supply orders to any state/central govt. Department	
		d) User Certificate issued by any Govt. Department directly	
3	Indigenous	Documentary evidence like;	
		a) Certificate of Incorporation	
		b) Memorandum of Articles of Association	
		c) Credit rating of the company from CARE/CRISIL/ICRA should not be C/D grade) minimum last 3 years)	
4	Reliable	a) Test result from Govt./NABL accredited laboratories	
		b) In-house testing facility for physical/Chemical tests (NABL accredited)	
		c) Calibration Certificates	
		d) List of Lab Equipments	
		1. Spectrometer	
		2. Computerized UTM	
5	Use of Iron-Ore/Processes Iron are as basic raw materials	Verification of Iron-Ore/Processes iron ore invoices	
6	In-house rolling facility	Plant verification to identify in-house rolling facility, production of liquid steel & crude steel	

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7	Licences & Certificates	a) ISO 9001:2008 Certification	
		b) ISO 14001:2004 Certification	
		c) OHSAS 18001:2007 Certification	
		d) IS 1786:2008 (TMT Re-bars)	
		e) IS 2830:1992 (Billets)	
8	Product Range	TMT Re-bars FE 415/415D/500/500D/500/550D	
		CRS (Corrosion Resistant) & EQR (Earthquake Resistant) TMT Re-bars Size 8 to 36 mm dia	

Note:-

DRI-EAF- Direct Reduce Iron – Electric ARC Furnace

BF – BOF- Blast Furnace – Basic Oxygen Furnace

COREX-BOF- COREX Furnace – Basic Oxygen Furnace

28.0 **CONDITION FOR WATER:**

- 28.1 The contractor shall make his own arrangement for providing water for construction and drinking purpose. Water charges shall not be recovered on account of it. Contractor shall get the water tested from any laboratory approved by the Engineer-in-charge at regular interval as per QAC Circular of DDA and CPWD Specifications. All expense towards collection of samples, packing transportation and testing charges etc. shall be borne by the Contractor.
- 28.2 If the tube well water is not suitable, the contractor shall arrange suitable water from municipal or any other source at his own cost and nothing extra shall be paid to the contractor on this account. The water shall be got tested frequently specified in latest BIS code/CPWD specifications.
- 29) The contractor shall be responsible for any activity, authorized or unauthorized, going on within the site area handed over to him by the department for construction development/ maintenance or for any other purpose. The contractor shall also be responsible for informing the Engineer-in-charge, in writing whenever their supervision is essential. Further this shall not be ground for seeking the extension in completion of work and/or for claiming any loss and/or damage by the contractor, if at all this cause prolongation in completion of work.
30. (a) The above site will be given on temporary basis. After the completion/ stoppage/ recession of the work, clear site shall have to be handed over to the Engineer-in-charge, similarly the site for labour camp given to the agency shall be returned after the completion/ stoppage/ recessions of the work free from the al occupation.
- (b) All the above land handed over only for the execution of above mentioned work. An agreement with regard to handing over land for above mentioned use only is to be made by the agency as per undertaking performa.
- (c) If the agency delayed the vacation of occupied area of land after the completion recorded/stoppage/recession of the work, he will be charged at the rate of Rs. 150,000/- per month per hectare. The decision by the SE will be binding and final. I/we hereby undertake that.
1. Full site free from any encroachment has been handed over to me/us on

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2. The labour huts..... in nos. pitches/ constructed by me/us at site as shown on the site plan and duly signed by we/us belong to me/us.
3. 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 any risk and cost.
4. The contract shall not be finalized till the Engineer-in-charge gives a certificate that the area occupied by the labour of the contractor has been cleared/ vacated by the contractor.

Signature of Contractor

- 31) During construction for the creation of street light poles, suitable arrangement such as base plates, brackets, conduits, pipes & duct etc. including bolts and nuts as per the requirement shall be provided/ embedded in the structure by the contractor.
- 32) No payment will be made to the contractor for damage caused by rains, floods, earthquake, fire, storm or other natural calamities or accidents, during the execution of works and no such claim on this account will be entertained, not with-standing any other provision elsewhere in the tender documents.
- 33) From the commencement of the work to the completion of the same the area is to be under the contractor charge. The contractor is to be held responsible for and to make good all injuries, damage and repairs for the same caused by fire storm, traffic, floods or other cause and Engineer-in-charge shall not be held responsible of any claim for injuries to person or for structural damage to property happening from any neglect, default want to proper care or misconduct on the part of the contractor of any one of his authorized representative in his employment during the execution of work. The compensation, if any, shall be paid directly to the authorities concerned by the contractor at his own cost.
- 34) **EXISTING SERVICES:**
Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected against the damage by the contractor at his own expense. The contractor shall not store material or otherwise occupancy any part of the site in manner likely to hinder the operation of such services.
- 35) Before tendering, the bidder shall inspect the site of work and shall fully acquaint him about the condition with regard to site, nature of soil availability of material, extent of leads and lifts involved in the work. (Over the entire duration of contract) including local conditions, traffics restrictions, obstructions and other conditions for satisfactory execution of the work. He should take into consideration all such factors and contingencies, while quoting his rates. No claim whatsoever shall entertained by the Department on this account.
- 36) Periphery of works area shall be the area shown in the lay out plan of the scheme.
- 37) The contractor must study the specifications and condition carefully before tendering and drawing referred in the tendered documents are available for inspection of in tendering bidders in the office of the Executive Engineer. Bidder shall inspect the same and acquaint themselves with the work to be executed. Bidder who shall desirous to have these drawing can obtain them by making payment as decided by the Engineer-in-charge. The contractor shall have no claim with reference to these drawings in respect of any of the rates after acceptance of the tender.

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- 38) The architectural, structural and other services drawing for the work shall at all time be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
- 39) The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and material as well as inspection of works by the Engineer-in-charge. Nothing extra shall be paid on this account.
- 40) The building work shall be carried out in the manner so as to comply in the respects with the requirement of relevant bye-laws of the local body under the jurisdiction of which he work is to be executed. The work of water supply & internal sanitary installation, external water supply & drainage and electrical work shall be carried out as per bye-laws of the local body and the contractor shall produce necessary completion certificate whenever required from such authority after completion of work. Nothing extra shall be paid on this account. The contractor shall associate specialized agencies for sanitary and water supply. The work is to be carried out through licensed plumber and sanitary installation agency. For electrical work special condition for electrical work may be seen.
- 41) The work shall be carried out in such a manner so as not to interference or effect or disturb other works, being executed by other agencies, if any. He shall arrange his work with that of the other in an acceptable and coordinated manner and shall perform it, in proper sequence to the complete satisfaction of the Engineer-in-charge. Any damage done by the contractor to any existing work shall be made good by him at his own cost. Otherwise the same shall be got done at his risk and cost.
- 42) The contractor or his authorized representative should always be available at the site of work to take instruction from departmental officers, and ensure proper execution of work.
- 43) No work shall commence in the absence of contractors engineer and they shall certify in writing about the correctness of layout, alignment of structures and shall ensure stability of all structural and other building items.
- 44) All work and material brought and left upon the ground by the contractor or by his order for the purpose of forming part of the work are to be considered to be the property of the DDA and the same are not to be removed or taken away by the contractor or any other person without consent in writing of the Engineer-in-charge but the 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 material either by the same being lost or damaged by weather or otherwise.
- 45) Royalty at the prevalent rates and all other incidental expenditures shall have to be paid by the contractor on all the boulders metal, earth, sand, bajri etc. collected by him for execution of work of the state or Central Government. His rates are deemed to include all such expenditure and nothing extra shall be paid.
- 46) The contractor shall be responsible for the protection of sanitary, water supply and drainage fittings and other fittings and fixtures against pilferages and breakage during the period of installation and thereafter until the building is handed over.
- 47) Water tanks, taps, pipes, fittings and accessories should conform to bye-laws and specification of the Municipal body/ corporation. The contractor should engage licensed plumbers in addition to associated specialized agencies/ consultant of sanitary and water supply as mentioned in Para of special conditions, for the work and get the materials (fixtures, fitting) tested by the Municipal body/corporation authorities, wherever required at his own cost and nothing extra will be payable.

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- 48) The contractor shall take all necessary precautions to prevent any nuisance or in convinces to the owner, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams, and waterways. He shall make good at his cost and to the satisfaction of the Engineer-in-charge, any damage to roads, paths, cross-drainage works or public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. Almost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/ users of adjoining buildings.
- 49) The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawing etc. (FPS units wherever indicated are for guidance only).
- 50) One flat as directed by the Engineer-in-charge will be selected as sample flat in which samples of all items taken in schedule of quantities shall be executed by the contractor and got it approved by the Engineer-in-charge before such items are executed on the project. However he shall complete one sample unit within six months from the date of start of the work.
- 51) The Engineer-in-charge shall not be Precluded or stopped for taking any measurements and framing of estimates or detaining any certification made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed and material furnished by the contractor and from showing that any such measurements, estimates or certificates in nature are incorrectly made, such that the Engineer-in-charge shall not be precluded or stopped from recovering from the contractor such damage as it may be sustained by reason of his failure to comply with the terms and conditions of the contract.
- 52) Neither the acceptance by the Engineer-in-charge nor any payment for or acceptance of the whole or any part of the work nor any extension of time nor any possession taken by the Engineer-in-charge shall operate as wavier of any portion of the contract or any power herein reserved or of any right to damage. A wavier or any breach of the contract shall not be held to be waiver of any other or subsequent breach.
- 53) Engineer-in-charge shall have full powers to send workmen employed on the premises to execute fittings and other work not included n the contract for whose operations the contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such manner as not to hinder the progress of the work included in the contract.
- 54) The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contracts or piece meal workers or by the Engineer-in-charge and shall as far as possible arrange his work, shall place an dispose off the materials being used or removed, so as not to interfere with the operations of the other contractor, piece meal workers, or of DDA or other Departments. He shall arrange his work with that of the others in an acceptable manner and shall perform it in proper sequence to complete satisfaction of others.
- 55) Any permission, if required from police authorities or other department for closing or cutting of the road will be obtained by the contractor of his own. He will have no claim for any financial loss or extension of time on this account.

56) **SHOPS**

Restaurants, Tea Shops or kiosks shall not be allowed to put up by the contractor in the work area or in the labour tents area. Temporary kiosks put up by the Engineer-in-charge shall be taken by the contractor on lease which is to be determined on the date of completion or termination of contract whichever is earlier and the rate of Rs. 500.00 per kiosk per month shall be recovered from the

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contractor from the bills paid. On date of completion of the work termination of contract whichever is earlier, the kiosks 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 delayed involved.

- 57) Construction of labour tents near the work sites shall be avoided as far as possible. Whenever labour tents are pitched, the contractor shall prepare a plan of the allotted area by the Engineer-in-charge for this purpose to be occupied by the labour of the construction agency reflecting thereon, the number of tents to be constructed. The final bill shall not be paid unless all the tents are to be cleared from the site.
- 58) In the event of any difference of opinion among site representative in carrying out the item of work in accordance with the agreement, the Engineer-in-charge shall decide the issue and his decision shall be final and binding on the contractor and shall be bound to carry out the instruction to complete work in time. At no point of time the contractor shall stop execution of the work on any ground whatsoever.
- 59) Unless stated otherwise, rates quoted by the contractor shall hold good for work at all height and depths. The contractor shall not be paid anything extra for maintaining the good condition of works executed till completion of the entire work; nor on account of damage to the works caused by rains or other natural phenomenon during the execution of works.
- 60) 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.
- 61) Payment for work in different floors, extra for items for RCC, brick work above different floors level shall be made at rates provided for these items. For operations of these rates, the floor level shall be considered as the top of main structural RCC slab in that floor viz. top RCC slab in main room and not the top of any sunken or depressed floor for lavatory slabs.
- 62) The rate shall be inclusive of working under water and adverse conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods, and sub-soil water level being high or any cause whatsoever.
- 63) Lowest rate of the item shall be paid in case the item appears in more than one schedule of quantities of the same contract.
- 64) Cutting of holes in walls, floors, chajjas, RCC slabs etc. the tendered rates shall include the cost of cutting holes wherever required and making good the same nothing extra shall be paid for this.
- 65) **LEVY OF TAXES:**
The contractor shall keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of DDA and further he shall furnish such other information / documents as the Engineer-in-charge may require.
- 66) Steel windows shall be obtained from approved factories after approval of Engineer-in-charge.
- 67) The hinges of door shutter shall be welded to iron frames at full length of contact area each eyes and hooks shall be provided to such frames as per requirement. Nothing extra shall be paid for this work so for providing padding for fixing the fitting to suit iron frames.

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- 68) Rate for steel window shall be deemed to exclude the cost of providing M.S. stays and windows fastener of approved type. The rates of M.S. Grills shall cover all work provided. No distinction shall be made between plain and ornament grills for payment. The grills should be welded along with the full length of the structure with MS frames of doors & windows.
- 69) The contractor shall leave recesses, holes, opening etc. as may be required for the electric, air conditioning and other related works (for which inserts, sleeves, brackets, conduits, based plates, clamps etc. shall be supplied free of cost by the contractor unless otherwise specifically mentioned) and the contractor shall fix the same at the time of casting of concrete, stone work and brick works if required and nothing extra shall be payable on this account unless otherwise mentioned in the item/contract.
- 70) The contractor shall submit drawings of staging and shuttering arrangement, electrical and fire fighting works for approval of Engineer-in-charge. The contractor shall also submit bar bending schedule for approval of Engineer-in-charge before execution.
- 71) The contractor through his engineer shall ensure quality construction in a planned and time bound manner. Any sub standard material/ work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-charge.
- 72) The contractor shall make his own arrangements for obtaining electric connection, if required and make necessary payments directly to the department concerned. The department will however make all reasonable recommendations to the authority concerned in this regard.
- 73) No foreign exchange shall be made available by the department for the purpose of procurement of equipment, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.
- 74) The work of electrification and other internal and external services may be carried out simultaneously by other agencies with the work being tendered for against the enclosed contract documents. The contractor shall afford necessary facilities for the same.
- 75) 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.
- 76) The contractor shall give a performance tests such as smoke tests pressure test of the entire installation as per standard specification before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
- 77) Contractor may be required to execute the work under foul position.
- 78) No payment will be made to the contractor for damage caused by rains, or other natural calamity during the execution of the works and no such claim on this account will be entertained unless specified otherwise.
- 79) The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-charge. No heating of bitumen in drums for any purpose whatsoever shall be allowed.
- 80) The removal of mabla/garbage/from the site shall be disposed off by the contractor at any suitable place as directed by the Engineer-in-charge.

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- 81) The surplus soil/ earth shall be disposed off as per directions of Engineer-in-charge. The field staff shall keep the record of initial levels and final levels of all such low lying area.
- 82) All material which are specified to be tested at the manufacturers workshop satisfactorily passes the test in presence of authorized representatives of Engineer-in-charge before being used in the work. In case all requites testing facilities are not available at the manufacturers premises, such testing shall be conducted at laboratory approved by the Engineer-in-charge.
- 83) The item of external finishing shall be taken after getting the approval of the Engineer-in-charge. The item of external finishing if got execute from another agency may need a close co-ordination between the items of external finishing for which the contractor shall have to work in close liaison with second agency as per direction of Engineer-in-charge
- 84) Barricading of excavated trenches on both side of the trenches to the height of 1.60 meters with galvanized steel plain sheet of 1.00mm thick (class-I) fixed on 100mm dia Sal ballies 3m a part with nails etc. will also provide red strips on sheet with aluminum paint 75mm wide alternatively on outside of sheets vertically and no extra payments will be made on this account.
- 85) Welding wherever required in the structure like grill, railing and frames shall be done in full length along the contact area of the member, tuck, welding is not allowed, unless otherwise specified.
- 86) The weep holes, expansion joints wherever require in SW drains any be provided at suitable intervals as per specification and nothing extra shall be paid out on this account.
- 87) Engagement of apprentices by the contractor under Apprentices Act, 1961 shall be fully observed and no claim on this account shall be entertained.
- 88) The contractor shall during the currency of contract when called upon by the Engineer-in-charge and also ensure engagement of sub contractors and other employed by the contractor in connection with the works apprentices for such periods as may be required by the Engineer-in-charge. The contractor shall then retain them as required under the Apprentices Act. 1961 and the rules made there under and shall be responsible for all obligations of the employer under the said Act, including the liability to make payments to apprentices as required under the Act.
- 89) **SEWERAGE WORK:**
- 89.1 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.
- 89.2 No payment shall be made for the excavation for RCC pipes lines for the portions covered by the excavation for construction of manholes.
- 89.3 Earth excavated from trenches shall be stacked at a distance from the top edge of excavation, equal to depth of the trench below ground level or equal to 1.5m whichever is greater.
- 89.4 SFRC Covers should be engraved with date of manufacturing, name of manufacture and ISI mark and DDA.
- 90) Where ever necessary the SCI pipes and GI pipes shall be fixed in RCC Columns, beams etc. with scrub plugs and nothing extra shall be paid for it.

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- 91) The rates for all items cover the cost of all materials. Labours, tools, machinery, plant, pumps, explosive, and scaffolding. Staging, shores, props, bamboo, ropes, templates, pegs and all appliances and operations whatsoever necessary for efficient and proper execution of the work in accordance with the specifications.
- 92) The contractor is to provide, at all items 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.
- 93) The following specialized works shall be carried out by specialist persons or manufacture with the 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 basement roof, terrace or balconies, sunken portions of toilets in all floors, water tank etc.
- 94) Where the contractor is required to provide materials of certain sizes or weight which may have gone out of market due to change over to metric standard, substitute conforming to the nearest equivalent on the higher side, as approved by the Engineer-in-charge shall be used no claim of any payment shall be entertained on this account.
- 95) The contractor shall make the following available readily and in a working condition at site to ensure proper quality of work. The dumpy level with staff, steel tapes, stops watch, platform type weighing machine of 200 kgs. Capacity, steel balance with weights, spring balance, slump cone "with tamping rod, 15 cm moulds, 24 Nos. Plumb Bob, spirit level, Vernier/ Micrometer, calibrated cylinder, Hammers, thermometers.
- 96) 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 clarifications, if any from the Engineer-in-charge. The setting out work should be carried out by the precision surveying instruments and got approved from the Engineer-in-charge. The contractor shall arrange the necessary equipment and instruments.
- 97) The Engineer-in-charge shall require (where he deems so necessary) to provide grooves of approved pattern between various surfaces such as timber/ plaster, exposed plaster/ concrete/ exposed concrete/ brick work, ceiling/ walls/ skirting plaster between various concerting 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 contractors rate for various items are deemed to include the cost of all labour, tools and materials required for making such grooves.
- 98) Large seized details shall take precedence over small sized drawings. The contractor shall verify all dimensions at site.
- 99) Where directed by the Engineer-in-charge, the contractor shall provide permanent bench marks. Likewise, any other level 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.

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- 100) Whenever directed by the Engineer-in-charge with a view of obtain exposed face concrete by itself form work shall 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 same shall be got approved before the work is started. Due care shall be taken while removing the form work. The time allowed for such shuttering shall be as per decision of Engineer-in-charge. On removal of form work, the surface shall be rubbed with carborandum stone, so as to give a smooth finish and to watch the surrounding surface. No patching up with cement plaster or otherwise shall be allowed if however any honey combs, broken edges, or ugly offsets 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 swan surfaces or as approved by the Engineer-in-charge.
- 101) 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.
- 102) The work shall be done in conformably with the plans and within the requirements of the general Architectural, Air conditioning, electrical and structure plans. This work shall be properly co-ordinate with the work of the other trades. Hangers and sleeves, structural opening shall be furnished in time for their installation as other work proceeds.
- 103) **Special Conditions to comply directives of Hon'ble National Green Tribunal Dated 04/12/2014 & 10/04/2015 and EIA Guidance Manual issued in February 2010. The same are summarized as under:-**
- i. The contractor shall not store/dump construction material or debris on metalled road.
 - ii. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensure by the contractor that no accidents occur on account of such permissible storage.
 - iii. The contractor shall take appropriate protection measures like raising wind breakers of appropriate heights on all sides of the plot/area using CGI sheets or plastic and / or other similar material to ensure that no construction material dust fly outside the plot area.
 - iv. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
 - v. The contractor shall provide mask to every worker working on the contraction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
 - vi. The contractor shall provided all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
 - vii. The Contractor shall ensure that C&D waste is transported to the C&D Waste site only and due record shall be maintained by the contractor.
 - viii. The contractor shall compulsory use of wet jet in grinding and stone cutting.
 - ix. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
 - x. The contractor shall carry out on-Road-Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
 - xi. The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
 - xii. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used

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to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.

- xiii. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to polluted air quality as a result of such storage.
- xiv. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects.

104) **SPECIAL CONDITIONS TO COMPLY DIRECTIONS OF CHIEF ENGINEER (QAC), DDA ISSUED VIDE F. NO. 73(192)2015//CIRCULAR/CE/QAC/DDA/170 DATED 12/06/2018, REGARDING DUMPING OF ALL THE C&D WASTE IN THE MCD APPROVED DUMPING GROUND FOR PROCESSING. THE SAME ARE SUMMARIZED AS UNDER:-**

1. DDA, an autonomous Central Government Body, being a waste generator agency is bound to dump all the C&D waste in the MCD approved dumping ground for processing.
2. With a view to ensure maximum utilization of C&D waste in the construction activities and to make Delhi pollution free and eco friendly it is decided that dumping of all malba/debris/building rubbish/C&D waste etc. is required to be done in the MCD approved dumping ground. No payment shall be released to any agency until they produce the receipt from the approved MCD dumping ground / plants.
3. The above instructions shall be strictly followed by all the agencies / contractors executing DDA works and payment be made after getting proof of receipt from the approved MCD dumping ground / plants by the agencies / contractors.

105) **LIST OF MATERIALS AND MAKE**

<u>S.No.</u>	<u>Materials</u>	<u>Brand / Make</u>
1	Grey Cement (Portland cement)	Ultratech, Birla (Vikram), ACC, J.K., Shree, J.P. Cement, Century Cement, Gujarat Ambuja or from any other reputed cement manufacturer having a production capacity not less than 1 million tons per annum as approved by Engineer Member.
2	Bitumen Emulsion	I.O.C.L, B.P.C.L., H.P.C.L.
3	Cement Paint, Paint, Distemper, Primer	Akzo Nobel, ICI India Ltd., Spectrum, Nerolac, Asian Paint Ltd., Berger, Jenson and Nicholson India Ltd., Befer Paint Ltd., Good Loss Nerolac Pain, Shalimar Paint Ltd. Snowcem India Ltd.
4	Water Proofing cement paint.	Super Snocem. Aquacem, Asian.
5	Chequered precast cement concrete tiles	Ultra, K.K, Unistone, Nitco prefab, Terrafarma
6	White Cement	Birla White, J.K. white or equivalent
7	Steel (T.M.T. Bars)	RINL, SAIL, TATA STEEL Ltd., JSW STEEL, JINDAL STEEL, POWER Ltd. and SHYAM STEEL INDUSTRIAL Ltd.
8	Structural steel	Tisco, Sail, Jindal, RINL, ISCO
9	Flush door, Ply Board & Ply	Duroboard, Jwala, Jyoti, Swastik

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10	PVC Pipes & fittings	Prakash, Supreme, Finolex
11	Float Glass Sheets	Float Glass India, Modi Float Glass, Saint Gobain.
12	Aluminium fittings	Adarsh, Argent, Classic, Arkay
13	R.M.C.	RMC, ACC. Ultra tech, NDCON constructions, RCC, Birla, L&T, Lafarge, Shri Ram RMC Pvt. Ltd. and other manufacturer of RMC subjected to approval of Engineer-in-charge, contractor's own plant with minimum capacity 15 cm/hr. The contractor shall submit the RMC plant list for approval.
14	Sanitary Chinaware Fittings	Neycer, Parryware, Cera, Hindware.
15	Looking Mirror on float Glass	Atul, Gold Glass, Saint Gobain
16	Plastic WC seat cover	Commander, Diplomat, Bestolite
17	Glazed tiles	Johnson, Nitco, Somani, Kajaria
18	G.I. Pipes Medium Grade	Jindal (Hissar), TATA, GST
19	G.I. Fittings	Unik, R-Brand, Zoloto-M.
20	C.P. Fittings	GEM, Jaquar, & parko
21	Sand cast Iron Soil & waste pipe & fitting	RIF, SRIF
22	Brass Stop Cock & Bib Cock	Leader, GPA, Sant, Zoloto
23	C.I. Sluice Valve/Non Return valve	Kirloskar, Venus, IVC
24	SFRC Manhole Cover	K.K., Bee-Key, NITCO, NIMCO
25	Paving Tiles / Interlocking Paver blocks	CC, CCC, TERRAFIRMA, UNISTONE, Krishna PRE-FEB, Sushma Enterprises, K.K., Bee-Key, NITCO, NIMCO, Ultra DALAL tiles.
26	RCC Pipes	Indian Hume Pipe, Laxmi (ISI marked)
27	Water proofing Compound	Tapcrete, CICO by structural water proofing Co. FOSROC by Fosroc Ltd. IMPERMO by Snocem India, Cheseal by Overseas water proofing compound, PIFILITE, Acco proof. Pidilite, SWC, SIKA
28	Tile Adhesive	CICO, Pidilite,
29	M.S. Pipe	TATA, G.S.T., Jindal (Hissar)
30	UPVC Pipes	Supreme, Prakash, Finolex
31	EPDA. Neoprene	HANUIND/BOHRA/ROOP
32	Aluminium Sections	Jindal/Hindalco/Century
33	Spider Fittings	Soliver/Dorma/GEZE
34	Patch Fittings	DORMA-PSTEIES/GEZE-PT SERIES
35	F.R.C. Tile	ULTRA Tile or Equivalent.
36	Autoclaved aerated cement blocks	Shree AAC block, Built teck conforming to IS:2185 part-(III) 1984. as approved by the Engineer-in-Charge.
37	Steel fire rated doors and fitting	As per IS:3614 and as approved by the Engineer-in-Charge.
38	Pre-stressing System	FPCC, BBR, VSL
39	TMT Fe500	TISCON, ISCON, RINL SAIL & secondary producer RATHI and BARNALA make
40	Kerb Stone	CC S&S, KK, CLCO, NITCO, TERRAFIRMA & UNISTONE, Krishna, DALAL
41	RCC Slab	CC S&S, HPL, KK, NITCO, TERRAFIRMA &

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		UNISTONE
42	Thermoplastic Paint	Asian, Berger CBM, CMS, Reliance Thermoplast, SN industries, OSCAR Thermoplast and any other approved by Engineer-in-charge having monthly production capacity of 1000 MT and registered with Directorates of industries of India within house quality assurance facility.
43	Synthetic Enamel Paints	Berger (Lusol gold), Asian (Apcolite), ICI dulex (Gloss), Nerolac full gloss and hard drying,
44	Admixture for concrete	CICO, Sika, Pidilite, Asian FOSROC & MBT
45	Bitumen	IOCL, BPCL, HPCL
46	Admixtures	FOSROC, SIKA, MBL, Asian Laboratories, Dura Build Care, CICO, Technologies Ltd.
47	Release Agent	FOSROC, MBT, Dura Build Care, CICO
48	Cationic Polymer Modified Bitumen emulsion (for micro-surfacing)	Hindustan Colas (HPCL), Tiki Tar, A.R. Thermosets
49	PVC Water Stops	Foxopan, Maruti, Rubber
50.	Geotextile & Geogrids	AIMIL, Z-Tech, Netlon (India Garware, Wall Ropes Ltd. Maccaferri
51	Void Former	Spiral Tubes Pvt. Ltd. (Spiro), Steel Auto industries
52	Non Shrink Grout	Fosroc Chemicals, Sika, Dura Build Car
53	Terrazo Tiles (Present)	NITCO, GEM, MODERN, HINDUSTAN
54	Chequered Tiles	NITCO, GEM, MODERN, HINDUSTAN
55	Mild Steel Tubes	TATA, SAIL, ISCO
56	Welding Electrodes	ESAB, Advani-orlikon, Weld Alloy
57	Ploymerised Modified Bitumen	Usha Lubes, Ooms Polymers, Tiki Tar.
58	Bitumen 85/25	As approved by Engineer-in-Charge.

* Raw material source to be approved by the Engineer-in-charge.

** If any other make is to be used, the same shall be got approved from the NIT approving authority.

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PROFORMA OF SCHEDULES “A to F”

SCHEDULE “A”

Schedule of quantities attached

SCHEDULE “B” – Deleted

SCHEDULE “C” – Deleted

SCHEDULE “D” – Deleted

SCHEDULE “E”

Reference to General Conditions of contract:- Reference to General Conditions of Contract (GCC EPC projects 20221 / GCC Maintenance Works 2023/ GCC Construction Works 2023).

Applicable GCC is as modified & corrected upto previous day of the last date of submission of the tender. (NIT approving authority to mention one GCC in the s ace provided above).

Name of Work	M/o Various colonies under South Zone.
Sub. Head	Repair & maintenance of Staff Qtrs such as distempering, painting, plastering, plumbing/ sanitary work and other miscellaneous works at C-7 & Usha Niketan, SDA.
Estimated Cost	Rs. 17,31,128.00
Earnest Money	Rs. 34,623.00
Time allowed	120 days.
Performance Guarantee	5 % of tendered value.
Security Deposit	2.50% of tendered value.

SCHEDULE “F”

General Rules & Directions

Officer inviting tender.	Executive Engineer (SMD-5).
Definition: Engineer-in-Charge. Accepting Authority. Percentage on cost of material and labour to cover all overheads and profits. Standard Schedule of Rates. Department. Standard CPWD contract Form.	Executive Engineer (SMD-5). Executive Engineer (SMD-5). 15% Delhi schedule of rates-2023 with up to date correction slips and A/R. Delhi Development Authority/DDA. Percentage rate contract form (CPWD-7).

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<p>Clause 1 (i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance.</p> <p>(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above.</p>	<p>8 Days</p> <p>7 Days</p>
<p>Clause 2 Authority for fixing compensation under clause-2.</p>	<p>Superintending Engineer-in-charge</p>
<p>Clause 2A Whether Clause 2A shall be applicable.</p>	<p>No</p>
<p>Clause 5 Number of days from the date of issue of letter of acceptance for reckoning date of start.</p> <p>Mile Stone (s). Time allowed for execution of work.</p>	<p>10 Days</p> <p>As per table attached 120 days.</p>
<p>Authority to Decide: (i) Authority to convey the decision of shifting of milestone and extension of time (Engineer-in-Charge or Engineer-in-Charge of Major Component in case of Composite Contracts, as the case may be). (ii) Authority to decide rescheduling of milestone and extension of time. (iii) Shifting of date of start in case of delay in handing over of site</p>	<p>Superintending Engineer-in-charge</p> <p>Superintending Engineer-in-charge</p> <p>Superintending Engineer-in-charge</p>
<p>Clause 7 Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.</p>	<p>Rs. 4,00,000/-</p>
<p>Clause 7A Whether Clause-7A shall be applicable?</p>	<p>Yes</p>
<p>Clause 10A List of testing equipment to be provided by the contractor at site</p>	<p>As per requirement of items/woks and as per direction of Engineer-in-charge.</p>
<p>Clause 10B (ii) Whether Clause 10B (ii) Shall be applicable.</p>	<p>No</p>
<p>Clause 10 C Component of labour expressed as percent of value of work.</p>	<p>Not Applicable</p>
<p>Clause 10 CA</p>	<p>Deleted</p>

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Clause 10 CC	Deleted
Clause 11 Specifications to be followed for execution of work.	CPWD Specifications 2019 (Vol. 1&2) with up to date Correction Slips issued till last date of submission of tender.
Clause 12 Authority to decide deviation upto 1.50 times of tendered amount 12.3 Deviation, deviated Quantities, Pricing	<i>Competent authority (As per clause – 12 of NIT).</i> <i>All deviated qty. will be paid on Agreement Rates.</i>
Clause 16 Competent Authority for deciding reduced rates.	<i>Superintending Engineer-in-charge</i>
Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site.	<i>As per requirement of items/works and as per direction of Engineer-in-charge.</i>
Clause 32 Requirement of Technical Representative(s) and recovery Rate.	<i>As per Annexure Attached</i>

Milestone(s) as per table given below:

S. No.	Financial Progress	Time Allowed (From Date of Start)	Amount to be withheld in case of non-achievement of Milestone
1	1/8 th (of the whole work)	1/4 th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payment, 1.25% of the Tended 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	

Requirement of Technical staff and recovery rate for work in compliance of clause 32

Sl. No.	Cost of work (Rs. in lakhs)	Requirement of Technical staff		Minimum Experience (Years)	Designation
		Qualification	Number		
1	More than 1000	i. Project manager with degree	1	10	Principal Technical Representative
		ii. Graduate Engineer	1	5	Technical Representative
		iii. Graduate Engineer or Diploma Engineer	2	Nil	Technical Representative
2	500 to 1000	i. Graduate Engineer	1	5	Principal Technical Representative
		ii. Graduate Engineer or Diploma Engineer	2	Nil	Technical Representative

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3	200 to 500	i. Graduate Engineer	1	5	Principal Technical Representative
		ii. Graduate Engineer or Diploma Engineer	1	Nil	Technical Representative
4	50 to 200	Graduate Engineer	1	5	Principal Technical Representative
5	10 to 50	Graduate Engineer or Diploma Engineer	1 1	Nil 5	Principal Technical Representative

S. No.	Qualification	Experience (years)	Rate of recovery
1.	Project Manager with Degree	10	Rs. 20,000/- pm
2.	Graduate Engineer	5	Rs. 15,000/- pm
3.	Graduate Engineer	Nil	Rs. 10,000/-pm
4.	Diploma Engineer	5	Rs. 10,000/-pm

Recovery Rates for quantities beyond permissible Variation

Note:-

1. 'Cost of work', in table above, means the agreement amount of the work.
2. Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.
3. Diploma holder with minimum 10 years relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

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TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc. ..), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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SCHEDULE OF QUANTITIES

Name of Work :- M/o Various colonies under South Zone.
Sub Head :- Repair & maintenance of Staff Qtrs such as distemping, painting, plastering, plumbing/ sanitary work and other miscellaneous works at C-7 & Usha Niketan, SDA.

S. No.	Description of item	Quantity	Unit	Rate	Amount
1	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc. (a) 15 mm nominal dia Pipes.	150.00	metre	497.80	74,670.00
2	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. External work 20 mm nominal dia Pipes.	360.00	metre	274.30	98,748.00
3	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 : 15 mm nominal bore.	40.00	each	506.80	20,272.00
4	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931 15 mm nominal bore.	40.00	each	574.30	22,972.00

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5	Providing and fixing C.P. Brass extension nipple (size 15mmx50mm) of approved make and quality as per direction of Engineer-in-charge.	40.00	each	74.80	2,992.00
6	Providing and fixing PTMT Ball cock of approved quality, colour and make complete with Epoxy coated aluminium rod with L.P./ H.P.H.D. plastic ball. (a) 20 mm nominal bore, 120 mm long, weighing not less than 198 gms.	25.00	each	257.60	6,440.00
7	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required : W.C. pan with ISI marked white solid plastic seat and lid.	5.00	each	6515.55	32,577.75
8	Providing and fixing Ist quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	132.00	sqm	1267.95	167,369.40

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9	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), Jointing with grey cement slurry @ 3.3 kg/sgm including pointing the joints with white cement and matching pigment etc., complete.	28.00	sqm	1096.55	30,703.40
10	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm.	200.00	sqm	1553.45	310,690.00
11	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	1268.00	sqm	25.15	31,890.20
12	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	1268.00	sqm	156.05	197,871.40
13	Distempering with 1st quality acrylic distemper (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade : Old work (one or more coats).	1268.00	sqm	62.70	79,503.60

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14	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : (a) One or more coats on old work.	1230.00	sqm	102.80	126,444.00
15	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part 1) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters: 30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws.	44.00	sqm	2172.10	95,572.40
16	Providing and fixing ISI marked oxidised M.S. sliding door bolts with nuts and screws etc. complete (Copper oxidised as per IS 1378) (a). 300x16 mm.	50.00	each	193.70	9,685.00
17	Providing and fixing ISI marked oxidised M.S. tower bolt black finish, (Barrel type) with necessary screws etc. complete (Copper oxidised as per IS 1378) (a). 200x10 mm.	25.00	each	69.40	1,735.00
18	Providing and fixing ISI marked oxidised M.S. handles conforming to IS:4992 with necessary screws etc. complete (Copper oxidised as per IS 1378) 9.66.1 125 mm.	50.00	each	39.95	1,997.50
19	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	140.00	sqm	226.25	31,675.00
20	Taking out doors, windows and clerestory window shutters (steel or wood) including stacking within 50 metres lead : Of area 3 sq. metres and below.	40.00	each	143.50	5,740.00

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21	Renewing glass panes, with putty and nails wherever necessary including racking out the old putty: Float glass panes.	28.00	sqm	1090.65	30,538.20
22	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately). Kiln seasoned and chemically treated hollock wood.	2.00	cum	83378.0 5	166,756.10
23	Providing and fixing fly proof galvanized M.S. wire gauge to windows and clerestory windows using wire gauge with average width of aperture 1.4 mm in both directions with wire of dia 0.63 mm all complete. With 12 mm mild steel U beading.	28.00	sqm	939.20	26,297.60
24	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	376.00	kg	172.60	64,897.60
25	Welding by gas or electric plant including transportation of plant at site etc. complete.	5000.0 0	cm	3.70	18,500.00
26	Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	10.00	each	1607.95	16,079.50
27	Cleaning and desilting of gully trap chamber, including removal of rubbish mixed with earth etc. and disposal of same, all as per the direction of Engineer-in-charge.	20.00	each	108.30	2,166.00

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28	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge. With cement mortar 1:4 (1 cement : 4 fine sand).	74.00	sqm	547.40	40,507.60
29	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	60.00	cum	263.95	15,837.00
				Total	₹ 1,731,128.00

The NIT amounting to **Rs. 17,31,128.00 (Rupees Seventeen Lac Thirty One Thousand One Hundred and Twenty One Only)** is hereby approved.

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