



दिल्ली विकास प्राधिकरण
कार्यालय अधिशासी अभियंता,
विद्युत खण्ड 6, वसंत कुञ्ज, ऑफिस काम्प्लेक्स,
नेल्सन मंडेला मार्ग, नई दिल्ली-110070
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NIT No.	:	07/EE/ELD-6/DDA/NIT/2026-27
Name of Work	:	M/O Various colonies under South Zone.
Sub-Head	:	Comprehensive maintenance of 01 no. Elevator and 01 no. Escalator (Schindler make) installed at Nehru Place Market
Estimated Cost	:	Rs. 3,38,460.00
Earnest Money	:	Rs. 6,769.00
Performance Guarantee	:	(a) 5% (Five percent) of the Estimated Cost put to tender or the contract amount whichever is higher (b) Where the tendered amount is less than eighty percent (80%) of the estimated cost put to tender (ECPT), the performance guarantee in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.
Security Deposit	:	2.5% of tendered amount
Time Allowed	:	12 Months

The NIT amounting to **Rs. 3,38,460.00** (Rs. Three Lacs Thirty Eight Thousand Four Hundred Sixty only) is hereby approved.

Certified that this NIT contains Pages 01 to 135 (Pages One Hundred Thirty Five only)

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**NOTICE INVITING TENDER
(E – TENDERING MODE)
(For Specialized Maintenance Works)**

The Executive Engineer (E), Electrical Division No-06, DDA, Vasant Kunj, New Delhi, on behalf of DDA invites online percentage rate tender **IN TWO BID-SYSTEM** from specialized agency M/s Schindler India Pvt. Ltd. (OEM) for the following work.

1.	NIT No.	:	07/EE/ELD-6/DDA/NIT/2026-27
2.	Name of work	:	M/O Various colonies under South Zone.
3.	Sub Head	:	Comprehensive maintenance of 01 no. Elevator and 01 no. Escalator (Schindler make) installed at Nehru Place Market
4.	Estimated Cost	:	Rs. 3,38,460.00
5.	Earnest Money Deposit	:	Rs. 6,769.00
6.	Period of completion	:	12 Months
7.	Date & time of Pre-Bid (if applicable)	:	-
8.	Bid submission start date & time, scanning & uploading UTR of RTGS / NEFT against EMD, proof of payment for processing fee & other documents as mentioned in NIT	:	-
9.	Bid submission end date & time, scanning & uploading UTR of RTGS / NEFT against EMD, proof of payment for processing fee & other documents as mentioned in NIT	:	-
10.	Technical Bid opening date & time	:	-
11.	Time & date of opening of price bid	:	To be notified after qualification of eligible agencies.

1. Eligibility Criteria

The firms /Contractors who fulfill the following eligibility criteria shall be eligible to apply. Joint ventures will not be accepted.

1.1 SOLVENCY CERTIFICATE OR NETWORTH CERTIFICATE

The bidder should have a Solvency of the amount equal to 40 % of the Estimated Cost put to tender (ECPT) certified by his Bankers It should not be more than six months old.

or

The bidder should submit the Net Worth Certificate of minimum 10% of estimated cost put to tender issued by the certified Chartered Accountant (on the format prescribed in form B-1).

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A. TURNOVER

Average annual financial turnover should be **at least 50%** of the **Estimated cost** put to tender during the immediate last 3 consecutive financial years. Financial statement duly signed by registered chartered accountant shall be submitted as a proof. Year in which no turnover is shown would also be considered for working out average.

B. PROFIT / LOSS

Should not have incurred any loss (Profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly certified and audited by the Chartered Accountant. (The balance sheet in case of Pvt. / Public Ltd. Company means its standalone finance statement both).

- 1.2 To become eligible for issue of tender, the tenderers to furnish an affidavit as under:

“I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in DDA in future forever. Also, if such a violation comes to the notice of the Department before the date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of earnest money deposit / performance guarantee.”

2. Agreement shall be drawn with successful bidder on prescribed form No. CPWD 7 which is available on Govt. of India Publication and also available on website www.cpwd.gov.in. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. The time allowed for carrying out the work will be **12 Months** 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 bid documents.

3. List of Documents to be scanned and uploaded within the period of tender submission:

- (i) The proof of unique transaction reference of RTGS / NEFT against EMD
- (ii) Proof of e-tendering fee (annually) deposited with CRB cell of DDA.
- (iii) Certificates of work experience.
- (iv) Certificate of financial turnover for preceding five financial years i.e. FY 2022-23 to FY 2025-26 certified by Chartered Accountant.
- (v) Bank Solvency Certificate (not more than six months old) OR Networth Certificate

Solvency of the amount equal to 40 % of the Estimated cost put to tender (ECPT)

OR

Networth Certificate of minimum 10% of Estimated cost put to tender issued by the certified Chartered Accountant (on the format prescribed in form B-I) up to the financial year FY 2022-23 to FY 2025-26.

Format form B-I for NETWORTH CERTIFICATE

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year..... the Net Worth of M/s..... (Name & Registered Address of individual/firm/company), as on(the relevant date) is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date).” Signature of Chartered Accountant..... Name of Chartered Accountant Membership No. of ICAI..... Date and Seal

- (vi) Proof of GST Registration Certificate. Acknowledgement of latest filed GST return.

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- (vii) Scanned copy of duly filled up and signed tender acceptance letter.
- (viii) Valid Electrical Contractor license.
- (ix) ESIC and EPF registration copy. (Note: An undertaking on ₹50/- non-judicial stamp paper in case not applicable as per prescribed format H & L-1 tenderer will submit original copy in ELD-6/DDA.)
- (x) An undertaking on **Rs.100/- non-judicial stamp paper under Article-4 “Affidavit” mentioning NIT No. & Name of work** that the bidder has not been blacklisted from tendering process by any Govt. organization, PSU etc. (As per prescribed format G) (Note:- One undertaking stamp paper will be used for only one work. Same stamp paper shall not be used in multiple NIT's and if found in multiple NIT the bid shall be summarily rejected).
- (xi) **TDS certificates along with VAT / GST and Service Tax return in case work experience is with private client.**
- (xii) Corrigendum to tender uploaded before opening of tender (if any).
- (xiii) Copy of Cancel Cheque.

4. The site for the work is available.

5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on website www.dda.org.in or central public procurement portal <https://eprocure.gov.in/eprocure/app> free of cost.

Note: Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-II digital signature to submit the bid.

6. 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.

7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

8. **Earnest money shall be deposited through RTGS/NEFT in the account of Senior A.O. CAU South Zone/DDA having S.B. Account No. 16651110000012 with HDFC Bank, G-8, Hauz Khas, New Delhi-110018 Branch (IFSC Code NoHDFC0000467). The unique transaction reference of RTGS / NEFT shall have To be scanned & uploaded by the bidder in the e-tendering system within the period of bid Submission (The Executive Engineer 11will get earnest money verified from CAU based On the unique transaction reference number against each RTGS / NEFT payment before the Bids are opened)**

ii) 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.

iii) Earnest money has to be deposited through RTGS / NEFT mode.

Interested contractor who wish to participate in the tender has also to make following payments.

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Note: -Bidders 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 per Annum
1.	Class-I	Rs. 20,000 + GST @ 18%
2.	Class-II	Rs. 16,000 + GST @ 18%
3.	Class-III	Rs. 14,000 + GST @ 18%
4.	Class-IV	Rs. 10,000 + GST @ 18%
5.	Class-V	Rs. 6,000 + GST @ 18%

The bidders (Contractors/consultants) who are not registered in DDA and wish to bid in DDA tenders are required to pay annual charge of e-tendering to Secretary CRB, DDA in prescribed form as under: -

S. No.	Cost of Work	Amount to be paid per Annum
1.	Up to Rs.15.00 Lac	Rs. 6,000 + GST @ 18%
2.	Above Rs.15.00 Lac to Rs. 20 Crore	Rs. 20,000 + GST @ 18%
3.	Above Rs. 20 Crore	Rs. 50,000 + GST @ 18%

- iv). The unique transaction reference of RTGS / NEFT against EMD shall be uploaded by the tenderer. The same will be confirmed from DDA CAU South Zone. Only after confirmation of EMD deposited in DDA account from CAU, the financial bid will be opened.

Note: - "The bidder will use one UTR for one work only. In case it is found that he has used one UTR number for different bids, the entire bid submitted by him will be rejected and he will be debarred from further bidding in DDA in future."

- v). Online bid documents submitted by intending bidders shall be opened only of those bidders whose documents scanned and uploaded are found in order.

The bid submitted shall be opened at 03:30 pm on

- vi) Pre Bid conference shall be held in the chamber of EE(E) ELD-6 DDA at DDA office Complex Vasant Kunj on at to clear the doubt of intending tenderers, if any

9. The bid submitted shall become invalid if
- The bidder is found ineligible.
 - The bidder does not upload all the documents (including GST registration) as stipulated in the bid documents.
 - If any discrepancy is noticed between the documents as uploaded at the time of submission of the bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
 - If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
10. The contractor, whose bid is accepted, will be required to furnish performance guarantee of 5% (Three 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.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

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State Bank of India in accordance with the prescribed form. **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 letter of commencement will be issued after receiving of PBG. However, the PG deposited by the agency will be got verified from the issuing bank. The Earnest Money deposited along with bid shall be returned only after receiving confirmation from the issuing bank of the aforesaid performance guarantee. In case any discrepancy is found in verification of PBG, the EMD shall be forfeited and the agency will be debarred from further tendering in this Division.**

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme chart (Time and Progress) within the period specified in schedule F.

11. The description of the work is as follows:

Name of Work:- M/O Various colonies under South Zone.

SH:- Comprehensive maintenance of 01 no. Elevator and 01 no. Escalator (Schindler make) installed at Nehru Place Market.

Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids 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 bid. A bidder 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 bidder 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 bid by bidder 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.

12. The competent authority on behalf of DDA does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
14. The competent authority on behalf of DDA reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted
15. The contractor shall not be permitted to bid for works in the DDA Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts in

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which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any gazetted officer in DDA or in the Ministry of Urban development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department

16. No Engineer of Gazetted 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 prior 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 bid or engagement in the contractor's service.
17. The bid for the works shall remain open for acceptance for a period of **Seventy-Five (75)** days from the date of opening of price bid. If any tenderer withdraws his tender the following action can be taken as per merit.

(i) If the tenderer withdraw his offer within validity period or before issue of letter of acceptance whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department .	The DDA 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 re-tendering process of the work.
(ii) If contractor withdraws his offer After issue of letter of intent or fails to Deposit full performance guarantee.	Earnest money deposited by the contractor shall be forfeit absolutely & disciplinary action as deemed fit shall be taken by department against the contractor.
(iii) If the Contractor withdraw his offer immediately after the award of work.	The Earnest money as well as Performance guarantee deposited by the contractor shall be forfeited absolutely.
(iv) If the Contractor withdraw his offer after taking over possession of site.	It is deemed that the Contractor has entered into Agreement and to penalize the Contractor for not completing the work within the stipulated period will be taken against the Contractor, if he abandons the site after taking over the possession of the site from the Engineer in charge. For taking action under Clause 2 & 3 , the only documentary proof required will be the document showing signature of the Contractor or his authorized representative for taking over the possession of site. It is further clarified that action under Clause 2 & 3 of the Agreement

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	attracted even though the Contractor fails to sign the Agreement on Rs.100/- non-judicial stamp paper but do not start work from the fifteenth day after date on which the order to commence the work is issued to the Contractor. The date of start of the work will be considered as date of taking over the Possession of site. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
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18. This 'Notice Inviting Bid' shall form a part of the contract document. The successful bidders/contractor on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -

(a) The Notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

(b) Standard NIT Form or other Standard form as applicable.

19. **For Composite Bids**

19.1.1. The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.

19.1.2. The bid document will include following three components:

Part A:- NIT Form including schedule A to F for the major component of the work, Standard General Conditions of Contract for DDA as amended / modified up to date.

Part B:- General / specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C:- Schedule A to F for minor component of the work. (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components), General / Specific conditions, specifications and schedule of quantities applicable to minor component (s) of the work.

19.1.3. The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individually.

19.1.4. The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.

19.1.5. After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the DDA. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's in charge of minor components. One such signed set of agreement shall be handed over to EE in charge of minor components (s). EE of major component will operate Part A and Part B of the agreement. EE in charge of minor component (s) shall operate Part C along with Part A of the agreement.

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- 19.1.6. Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 19.1.7. Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.
- 19.1.8. The main contractor has to associate agency (s) for minor component (s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency (s) to Engineer – in – charge of minor component (s) within prescribed time. Name of the agency (s) to be associated shall be approved by Engineer – in – charge of minor component (s).
- 19.1.9. In case the main contractor intends to change any of the above agency / agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 19.1.10. The main contractor has to enter into agreement with contractor (s) associated by him for execution of minor component (s). Copy of such agreement shall be submitted to EE in charge of each minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 19.1.11. Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 19.1.12A. **The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-charge of major component after record of completion certificate of all other components.**
- 19.1.12B. Final bill of whole work shall be finalized and paid by the EE of major component. Engineer (s) in charge of minor component (s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.
20. The bid document will include following two components:
- Part a: - Notice Inviting Bid form, Contract for work form including schedule A to F** for major component of the work, General Conditions of Contract for works.
- Part B: -** General/specific conditions, specifications and schedule of quantities applicable to major component of the work
21. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from bidding and taking works 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.
22. a) 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 bid and if any contractor is not prepared to execute the work at the terms and conditions contained in the bid documents, he is requested not to bid for this work. It may be noted that if any contractor chooses to submit conditional bid in spite of clear direction given above, his bid is liable to be summarily rejected and his full Earnest Money shall stand forfeited. He will also be liable for being debarred from bidding in DDA for a period of six months.
- 23.(a) GST Purchase Tax, Turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and DDA will not entertain any claim whatsoever in respect.

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- (b) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by states, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractors) attributable to delay in execution of work within the control of the contractor
- (c) The contractor must produce certification of registration under Delhi G.S.T. Added Tax Act 2017 and Tax clearance certification from the concerned department(s).
24. **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.
25. Bidders may refer detailed bid notice in e-bidding website for any corrigendum/amendments in the bid.
26. DDA will not be responsible for not getting internet connection/power supply while downloading the Electronic bid sheets/documents or while uploading their bids.
- 27.(a) It will be obligatory on the part of the bidder to sign the bid document for all the components. (The schedule of quantities, conditions and special conditions etc.)
- (b) After the award of work the contractor will enter into separate agreement for civil and electrical work with Nodal Engineer-in-charge to be appointed by the competent authority and thereafter will enter into separate agreement with respective Engineer-in-charge under whose jurisdiction work would be executed.

Executive Engineer (E)
Electrical Division 06, Vasant Kunj
New Delhi - 110070
(For and on behalf of DDA)

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INSTRUCTIONS TO BIDDERS (FOR ONLINE BID SUBMISSION FOR E-TENDERING)

- 1) The intending bidder must read the terms and conditions of Notice Inviting Tender (CPWD-6) carefully. He should only submit his bid if he considered himself eligible and he is in possession of all the documents required.
- 2) Information and instructions for bidders posted on e-tendering portal of e-Wizard shall form part of bid document
- 3) Bidders will submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>
- 4) 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.

- 5) **Bidders 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 per Annum
1.	Class-I	Rs. 20,000+ GST @18%
2.	Class-II	Rs. 16,000+ GST @18%
3.	Class-III	Rs. 14,000+ GST @18%
4.	Class-IV	Rs. 10,000+ GST @18%
5.	Class-V	Rs. 6,000+ GST @18%

The bidders (Contractors/consultants) who are not registered in DDA and wish to bid in DDA tenders are required to pay annual charge of e-tendering to Secretary CRB, DDA in prescribed form as under: -

S. No.	Cost of Work	Amount to be paid per Annum
1.	Up to Rs.15.00 Lac	Rs. 6,000 + GST @ 18%
2.	Above Rs.15.00 Lac to Rs. 20 Crore	Rs. 20,000 + GST @ 18%
3.	Above Rs. 20 Crore	Rs. 50,000 + GST @ 18%

- 6) **Proof of registration (if applicable) and the proof of payment i.e., RTGS / NEFT number and its scanned copy are to be uploaded.**
- 7) Online bid documents submitted by intending bidders shall be opened only of those bidders, who upload the scanned copy CRB DDA e-tendering fee, EMD & other documents as per NIT are found in order.
- 8) The e-tenders shall be submitted under two bid system on e-tendering portal before last time and date of submission of bid as notified - the first electronic bid will be named as Technical Bid and shall contain documents of bidder's satisfying the eligibility conditions and tender document; and second electronic bid shall be named as Financial Bid and shall contain Schedule/Bill of Quantities (BoQ). These bids shall contain one set of the following documents-

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8.1 TECHNICAL BID

List of Documents to be scanned and uploaded within the period of tender submission:

- (i) The proof of unique transaction reference of RTGS / NEFT against EMD
- (ii) Proof of e-tendering fee (annually) deposited with CRB cell of DDA.
- (iii) Certificates of work experience.
- (iv) Certificate of financial turnover for preceding five financial years i.e. FY 2022-23 to FY 2025-26 certified by Chartered Accountant.
- (v) Bank Solvency Certificate (not more than six months old) OR Networth Certificate

Solvency of the amount equal to 40 % of the Estimated cost put to tender (ECPT)

OR

Networth Certificate of minimum 10% of Estimated cost put to tender issued by the certified Chartered Accountant (on the format prescribed in form B-I) up to the financial year 2025-26.

Format form B-I for NETWORTH CERTIFICATE

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year..... the Net Worth of M/s..... (Name & Registered Address of individual/firm/company), as on(the relevant date) is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date).” Signature of Chartered Accountant..... Name of Chartered Accountant Membership No. of ICAI..... Date and Seal

- (vi) Proof of GST Registration Certificate. Acknowledgement of latest filed GST return.
- (vii) Scanned copy of duly filled up and signed tender acceptance letter.
- (viii) Valid Electrical Contractor license.
- (ix) ESIC and EPF registration copy. (Note: An undertaking on ₹50/- non-judicial stamp paper in case not applicable as per prescribed format H & L-1 tenderer will submit original copy in ELD-6/DDA.)
- (x) An undertaking on **Rs.100/- non-judicial stamp paper under Article-4 “Affidavit” mentioning NIT No. & Name of work** that the bidder has not been blacklisted from tendering process by any Govt. organization, PSU etc. (As per prescribed format G) (Note:- One undertaking stamp paper will be used for only one work. Same stamp paper shall not be used in multiple NIT’s and if found in multiple NIT the bid shall be summarily rejected).
- (xi) **TDS certificates along with VAT / GST and Service Tax return in case work experience is with private client.**
- (xii) Corrigendum to tender uploaded before opening of tender (if any).
- (xiii) Copy of Cancel Cheque.

8.2 Financial bid shall contain:

Schedule/Bill of Quantities in MS Excel format .xlsx file duly filled & digitally signed without changing the name of file.

- 9) The technical bid shall be opened first on due date and time. Subsequently the financial bid of contractors qualifying the technical bid shall be opened either at the due date and time specified or at such date and time communicated to them at later date.
- 10) The contractor shall submit list of works which are in hand (progress) in the following form:

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Name of work	Name of particulars of Divn. where work is being executed	Value of work	Position of works in progress	Remarks
1.	2.	3.	4.	5.

- 11) 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 email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 12) Bidder need to login to the site through their user ID/password chosen during enrolment/registration.
- 13) Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered by the bidder.
- 14) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 15) 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.
- 16) After downloading / getting the tender documents/schedules, the Bidders should go through them carefully and then submit the documents as asked; otherwise bid will be liable to be rejected.
- 17) Bidder then should login to the site through the secured login by giving the user id/ password chosen during enrolment /registration and then by giving the password of the e-Token/Smartcard to access DSC.
- 18) Bidder should select the tender which he/she is interested in by using the search option & then move it to the ‘my tenders’ folder.
- 19) From my tender folder, bidder will select the tender to view all the details indicated.
- 20) 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 liable to be rejected.
- 21) 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 should be less than 2 MB. If any document is more than 2MB, it can be reduced through ‘RAR’ and the same can be uploaded, if permitted. However, if the file size is less than 1 MB, the transaction uploading time will be very fast.
- 22) If there are any clarifications, these may be obtained through the site or through contacts or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time or pre-bid meetings, if any.
- 23) 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.
- 24) Bidder should submit the Tender Fee / EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the specified time on

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- demand by tender opening authority. Scanned copy of the instrument should be uploaded as part of the offer.
- 25) While submitting the bids online, the bidder should read the terms & conditions and will accept the same to proceed further to submit the bid packets.
 - 26) 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.
 - 27) The bidder has to 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.
 - 28) 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 liable to be rejected.
 - 29) If the price bid format is provided in a spread sheet file like BOQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder, else the bid submitted is liable to be rejected for this tender and disciplinary action may be initiated against such bidder for tampering the documents.
 - 30) 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 be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
 - 31) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, 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 and will also act as an entry pass to participate in the bid opening date.
 - 32) 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 submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
 - 33) 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.
 - 34) 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 symmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - 35) 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.
 - 36) 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) exist option in the browser.
 - 37) 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: 1800-233-7315 or send a mail over to – cppp-nic@nic.in.

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PERCENTAGE RATE TENDER AND CONTRACT FORM

Name of work	:	M/O Various colonies under South Zone.
Sub-Head	:	Comprehensive maintenance of 01 no. Elevator and 01 no. Escalator (Schindler make) installed at Nehru Place Market

- i) To be submitted through E-Tendering up to 3:00 pm to Executive Engineer, Division no. 06
- ii) To be opened through E-Tendering at 3:30 pm by the Executive Engineer, Division no. 06

TENDER

I/ We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of 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, drawing 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 of accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Seventy-five (75) days** from the date of opening of price bid in case tenders are invited on price bid / envelope system for specialized work and not to make any modifications in its terms & conditions.

A sum of **Rs. 6,769.00** deposited in the account of Sr. A.O (CAU)/SZ is hereby forwarded in form of UTR of RTGS / NEFT /Bank Guarantee beyond 20 Lacs issued by a scheduled bank as earnest money. A copy of earnest money in the form of UTR of RTGS / NEFT /Bank Guarantee is scanned and uploaded. 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 performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form Further, I/We agree that in case of forfeiture of **earnest money or Performance Guarantee as aforesaid**, I/We shall be debarred for participation in the re tendering process of the work.

I/we undertake and confirm that eligible similar work(s) has/have not got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in DDA in future forever. Also, if such a violation comes to the notice of the Department before the date of start of work the Engineer-in-charge shall be free to forfeit the entire amount of earnest money deposit /performance guarantee."

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

Signature of witness

Signature of contactor

Name:

Name:

Address:

Postal Address:

Occupation:

A C C E P T A N C E

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 ₹ _____ (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 (Electrical)
Electrical Division – 06 DDA

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GENERAL RULES AND DIRECTIONS

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places & signed by the officer inviting tender or by publication in News paper 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 along with tender, the Performance Guarantee to be deposited by the successful agency / contractor and the amount of security deposit 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.

2. In the event of the 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, 1932**.
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.

- 4A. Any person who submits a tender 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 is willing to execute / undertake the work. The tender submitted shall be treated as invalid if :-

1. The contractor does not quote percentage above / below on the total amount of tender or any section / sub head of the tender.
2. 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.
3. The percentage quoted above / below is different in figures & words on the total amount of tender or any section / sub head of the tender.

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. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

- 4B. In case the lowest tendered amount (estimate cost +/- amount worked out on the basis of percentage above / below of two or more contractors is same, then such lowest contractors may 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 / below on tender cost or on each sub-section / sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

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If the revised tendered amount of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, EE(s) in – charge of major & minor components (s) (also DDH in case of Horticulture work is also included in the tender), EE (P) or EE (HQ) of the circle and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor refuses to submit revised offer then it shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised percentage than their respective original percentage quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

5. The officer inviting tender or his duly authorized representatives will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the all tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall be thereupon be given to the contractor who shall thereupon for the purpose of identification of signed copies of the specifications and other documents mentioned in Rule-1 In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
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.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
8. Not applicable in percentage rate tender.
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.
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.
- 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 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 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 and the earnest money deposited at the time of the tenders, will be treated as part of the security deposit. The security deposit will also be accepted in cash or in

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the shape of government securities. Fixed deposit receipt of a Scheduled bank or State Bank of India will also be accepted for this purpose provided conformity 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 DDA 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. Not applicable
16. The contractor shall submit list of works which are in hand (progress) in the following form:

Name of work	Name of particulars of Divn. where work is being executed	Value of work	Position of works in progress	Remarks
1.	2.	3.	4.	5.

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CONDITIONS OF CONTRACT

DEFINITIONS

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.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - 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.
 - ii) The **Site** shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work, is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - 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.
 - iv) Deleted.
 - v) Deleted
 - vi) The **Engineer-in-Charge** means the Divisional Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of DDA as mentioned in Schedule 'F' hereunder.
 - vii) Deleted.
 - viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
 - 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.
 - 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.

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.

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Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.

- xi) Department means DDA/Delhi Development Authority
- xii) Deleted.
- xiii) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- 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 phasing if any, as indicated in the tender document.
- xv) ***GST shall mean Goods and Service Tax – Central, State and Inter State.***

3. Scope and Performance

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.

- 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.
- 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 papers. None of these documents shall be used for any purpose other than that of this contract.
- 6. Works to be carried out

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, 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 labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

7. Sufficiency of Tender

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.

8. Discrepancies and Adjustment of Errors

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

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- 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:
- i) Description of schedule of quantities.
 - ii) Particular specification and Special Condition, if any.
 - iii) Drawings.
 - iv) CPWD Specifications.
 - v) Indian Standard Specifications of B.I.S
- 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.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

9. **Signing of Contract**

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:

- 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.
- ii) Standard CPWD form as mentioned in Schedule 'F' consisting of:
 - a) Various Standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.
 - b) Safety Code
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed by DDA or its contractors.
 - d) Contractors labour regulations.
 - e) List of Acts and omissions for which fines can be imposed.
 - f) ***Corrigendum to tender uploaded before opening of tender (if any).***
- iii) No payment for work done will be made unless contract is signed by the contractor.

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CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

- 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 reasons for delay 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 Rs10,000/-) or Deposit at call receipt of any scheduled bank or banker 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.
- ii) The Performance Guarantee shall be initially valid up to the **stipulated date of completion plus 60 days beyond that**. In case the time for completion of 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.**
- iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the DDA is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay DDA any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- 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 DDA.
- 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.

This provisional completion certificate shall be recorded by the concerned Engineer in-charge with the approval of Project Manager/Chief Project Manager/Superintending Engineer. After recording of the provisional Completion Certificate for the work by the competent authority, the 80% of

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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 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional completion certificate.

CLAUSE 1A

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit DDA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of **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 the form 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.

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 DDA, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

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

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.

Note-1: Government papers tendered as security will be taken at 5% (five percent) 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.

Note-2: Government Securities will include all forms of Securities mentioned in rule No.274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A.

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Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or **justified** extended date of completion **as per Schedule F**, 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 **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.

Compensation for delay of work

- (i) **With maximum rate @ 1% (one 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 one year.**
- (ii) **With maximum 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 up to one year.**
- (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.**

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.

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.

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 the determination of contract, shall be decided after of determination of contract.

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

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milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 2A

For Maintenance Works estimated cost upto Rs. 25 Lacs (Modified OM No. DG/CON/307 dt. 19.11.2019)

Compensation for Delay

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.

- I. If there is no hinderance, compensation shall be levied if work is incomplete.
- II. If site is not available there will be no compensation.
- III. If there is partial hinderance then engineer-in-charge will compare the 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.

Compensation for delay of work

- (i) **With maximum rate @ 1% (one 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 one year.**
- (ii) **With maximum 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 up to one year.**
- (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.**

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.

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.

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 the determination of contract, shall be decided after of determination of contract.

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.

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CLAUSE 3**When Contract can be Determined**

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

- i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor 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.
- 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.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him behalf by the Engineer-in-Charge.
- v) If the contractor shall offer or give or agree to give to any person in DDA service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for DDA.
- vi) If the contractor shall enter into a contract with DDA in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge.
- vii) If the contractor 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.
- viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made adjust him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for 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.
- 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

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or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- 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. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the DDA shall have powers:
 - (a) To determine the contract as aforesaid **so far as performance of work by the Contractor is concerned** (of which **determination** notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government
 - (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. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract **by giving notice to the other party stating the reasons**. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

- (i) If the Tendered value of work is up to Rs. 45 lacs : 15 days.
- (ii) If the Tendered value of work is more than 45 lacs and up to Rs. 2.5 Crore : 21 days.
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 30 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

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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. **However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter.** 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.

- 5.1 (i) As soon as possible but within 7 (seven) days of award of work and in consideration of
- a) Schedule of handing over of site as specified in the Schedule 'F'
- b) Schedule of issue of drawings if applicable as specified in the Schedule 'F'

The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7(seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents. (ii) In case of non-submission of construction programme by the contractor the program approved by the Engineer-in-Charge shall be deemed to be final.

(iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

5.2 If the work(s) be delayed by:

- i) force majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in

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- executing work not forming part of the Contract, or
- vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.
- then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.
- 5.3 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, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.
- 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 delays 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 no damages.
- 5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. **Form of application by the contractor for seeking rescheduling of milestones (Appendix-XVI) or Form of application by the contractor for seeking extension of time (Appendix -XVII) respectively** to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request **the period by which rescheduling of milestone/s or extension of time** is desired.
- With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.**
- 5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. 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 days** of the date of receipt of such request **from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.**
- 5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

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For Maintenance Works estimated cost upto Rs. 25 Lacs (Modified OM No. DG/CON/307 dt. 19.11.2019)

Time is the essence of the contract

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.

CLAUSE 6

Measurements of Work Done

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

All measurements of all items having financial value shall be entered in Measurement book and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by Engineer-in-charge or his authorized representative and by the contractor or his authorized representative from time to time, during the progress of the work and such measurements shall be signed and dated by Engineer-in-charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurement is suspended by the Engineer-in-charge or his representative, the Engineer-in-charge and the department shall not entertain any claim from contractor for any loss or damage on his account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative have been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-charge or his representative shall be deemed to be accepted by the contractor.

The contractor shall without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

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, the a mutually agreed method shall be followed.

The contractor shall give, not less than seven days' notice to the Engineer-in-charge or his authorized representative in charge of work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement any work without consent in writing of the Engineer-in-charge or his authorized representative in charge of work who shall within the aforesaid

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period of seven days inspect the work , and if any work shall be covered up or placed beyond the reach of 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 contractors expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-charge or his authorized representative may cause either themselves or through another officer of the department to check the measurement recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurement or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/ or its payment in the interim on account or 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.

CLAUSE 6 A

Computerized Measurement Book

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all the items having financial value shall be entered by the contractor and compiled in the shape of the computerized Measurement Book having pages of A-4 size as per format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-charge or his authorized representative as per interval or program fixed in consultation with Engineering- Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and resubmission to Engineer-in charge for the dated signature by the Engineer-in-charge and the Contractor or their representative in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked / test checked from the Engineer-in-Charge and / or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks / test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and / or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks / test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two

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spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall without any extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurement / levels by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general 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.

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

'Engineer-in-charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurement or levels.

It is also a term of this contract that checking and / or test checking the measurements of any item of the work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurements or defects noticed till completion of the defects liability period.

CLAUSE 7

Payment on Intermediate Certificate to be Regarded as Advances.

No payment shall be made for work, estimated to cost Rs. **One 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. **One lac**, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together

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with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be extended to fifteen working days.

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

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

The Engineer-in-Charge in his sole discretion on the basis of a certificate from 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 bill **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% per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.**

Payments in Composite Contracts:

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 components shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

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 the case may be.

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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

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:

- a) The contractor gives an authority letter addressed to the engineer-in-charge on a non-judicial stamp paper of Rs.100 in the format given below:

I authorize the Executive Engineer Electrical Division 6 DDA, Vasant Kunj, ND to pay directly on my / our behalf to (name of third party) an amount of Rs..... (Rupees.....in words) for the above 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 provisions of agreement no.

Signature of Contractor

- b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.
- c) Full reasons for proposing such third party payment shall be recorded and prior written approval of the next higher authority shall be obtained before making such payment.

CLAUSE 8**Completion Certificate**

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, door, 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 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.

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CLAUSE 8A**Contractor to keep Site Clean**

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, color 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 wither departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

CLAUSE 8B**Completion Plans to be submitted by the Contractor**

The contractor shall submit completion plans as required vide General specifications for Electrical work (Part-I internal) 2013 and (Part-II External) 1994 as applicable within thirty days of the completion of work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of **0.1 % of Tendered Value or limit prescribed in Schedule F whichever is more** as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.

The contractor shall submit completion plans **for Internal and External Civil, Electrical and Mechanical Services** within thirty days of the completion of the work, **provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.**

CLAUSE 8C**Supplementary Agreement**

Notwithstanding the provisions contained in other clauses, the Engineer-in-Charge may decide to draw a Supplementary Agreement to the main Agreement with the Original Contractor with whom the main Agreement had been executed, at the fag end of the Contract for subsequent execution of the finishing items as given in Schedule 'A-1' of the Schedule of items.

1. The items contained in Schedule 'A-1' may be executed separately under the Supplementary Agreement with the Contractor of the main work, in the eventuality of Engineer-in-Charge deciding to opt for the same once the Work/obligations under Schedule 'A' are completed. If so decided, the Contractor will execute the work covered by Schedule 'A-1' under a Supplementary Agreement as per terms and conditions contained therein.
2. In the event of drawing up of the Supplementary Agreement, the main Contract in respect of Schedule 'A' of the items shall be independently finalized by the Engineer-in-Charge as per the terms and conditions of the Main Agreement whereas the final bill, in respect of Schedule 'A-1' of the items shall be prepared after the completion of the work as per terms and conditions of the Supplementary Agreement.
3. Security Deposit for Main Agreement may be released retaining an amount equivalent to 50% of Security Deposit or 10% of the Tendered Cost of work to be executed under the Supplementary Agreement, whichever is more as Security Deposit till the completion of work covered by Supplementary Agreement and maintenance period thereafter.

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4. During the operation of the Supplementary Agreement, the Watch and ward of the entire work including that completed under the Main Agreement (as per Schedule – A) shall continue to remain the responsibility of the Contractor notwithstanding the fact that the main Agreement work has been finalized. The Contractor shall be paid extra on this account @ Rs. 6,600/- (Rupees Six Thousand Six Hundred only) per month. However, nothing extra will be paid for T&P and sundries required for watch and ward operation. This clause shall, however, be operative only after completing all obligations under Main Agreement irrespective of the Specific provision contained in Schedule ‘A-1’ of the Schedule of items
5. During the operation of the Supplementary Agreement as well as the maintenance period thereafter, the Contractor shall be liable to make good, any loss, or damage to the work executed under both the main as well as the Supplementary Agreement, for which nothing extra shall be payable to the Contractor.
6. The supplementary Agreement shall be as per the enclosed Draft, the terms of which are acceptable to the parties.
7. All other provisions of the Main Agreement, until and unless specifically mentioned otherwise in the Supplementary Agreement, shall be applicable during the operation of the Supplementary Agreement also.

CLAUSE 9

Payment of Final Bill

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

- i) **If the Tendered value of work is up to Rs. 45 lacs: 2 months of receipt of final bill.**
- ii) **If the Tendered value of work is more than 45 lacs: 3 months of receipt of final bill.**
and up to Rs. 2.5 Crore
- iii) **If the Tendered value of work exceeds Rs. 2.5 Crore: 6 months of receipt of final bill.**

~~If the final bill is submitted by the contractor within the period specified above and delay in 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 which will be compounded on yearly basis, provided the final bill submitted by the contractor is found to be in order. If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has been given a notice in writing three(3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurement recorded in his absence by the Engineer in Charge or his representative shall be deemed to be accepted by the contractor. If for any reason the Contractor or his authorized representative is not available and the work of recording measurement is suspended by the Engineer in Charge or his representative, the Engineer in Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account.~~

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CLAUSE 9A**Payment of Contractor's Bills to Banks**

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

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

CLAUSE 10A**Materials to be provided by the Contractor**

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

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

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

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times

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have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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

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.

CLAUSE 10B (NOT applicable / DELETED)

i) ~~Secured Advance on Non-perishable Materials~~

~~The contractor, on signing an indenture in the form in Annexure XVIII 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 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 brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.~~

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

CLAUSE 10C (NOT applicable / DELETED)

Payment on Account of Increase in Prices/Wages due to Statutory Order(s)

If after submission of the tender, if the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) 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 rates 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.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) 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 rates in GST, Government shall in respect of materials incorporated in the works

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(excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and / or labour engaged on the execution of the work after the date of coming into force of such law or 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 material and / or wages as prevailing at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of material 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.

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. 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.

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 or 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 10CC except the amount of full accessed value of secured advance.

No GST shall be paid alongwith the payment of 10C.

CLAUSE 10CA (NOT applicable / DELETED)

Payment due to variation in prices of materials after receipt of tender.

~~If after submission of the tender, the prices of materials specified in Schedule 'F' increase/decreases beyond the price(s) prevailing at that time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of contract including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2.~~

~~However, for work done/ during the justified period extended as above, it will be limited to indices prevailing at the time of **updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis as cost of extra work X stipulated period / tendered cost).**~~

~~The increase/decrease in prices of cement, steel reinforcement and structural steel and POL shall be determined by the Price Indices issued by the Director General (Works), CPWD. For other items provided in the Schedule F, this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor To Govt. of India, Ministry of Commerce and Industry and base price for cement, steel reinforcement and structural steel and POL as issued under the authority of Director General CPWD applicable for Delhi as issued under the authority of zonal Chief engineer, DDA and base price of other materials issued by concerned zonal engineer as indicated in Schedule F as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule F shall be followed.~~

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The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material.

Adjustment for component of individual material

$$V = P \times Q \times \frac{CI - Clo}{Clo}$$

Where;

V : Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

P : Base Price of material as issued under the authority of DG(W), CPWD or concerned Zonal Chief Engineer as indicated in Schedule F valid at the time of the last stipulated date of receipts of tender including extensions, if any.

For Projects and Original Works

Q : Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra / substituted item, paid / to be paid at rates derived on the basis of market rate under clause 12.2.

For Maintenance Works

Q = Quantity of material brought at site for bonafide use in the works since previous bill including any such quantity consumed in the deviated quantity of items beyond deviation limit paid at agreement rate and extra / substituted item, being scheduled items, but excluding non-schedule extra / substituted item paid / to be paid at market rate under clause 12.2.

Note:-

- i) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.
- ii) If built up steel item are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item / finished product is brought at site.

Clo : Price Index for cement, steel reinforcement bars and structural steel and POL as issued by the DG(W), CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any. For other items, if any, provided in Schedule F, All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.

CI : Price Index for cement, steel reinforcement bars and structural steel and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule F, All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

NOTE:-

- i) 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 pro-rata basis only as cost of extra work x stipulated period / tendered cost) shall be considered.

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~~Provided always that provisions of the preceding clause 10C shall not be applicable in respect of Materials covered in this Clause.~~

- ~~ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.~~
- ~~iii) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any.~~
- ~~iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.~~
- ~~v) If built up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item / finished is brought at site.~~

~~GST @ 18% / 12% as applicable shall be paid along with the payment under clause 10CA if base prices of the material adopted in the NIT is without GST. In the case when base price is including GST adopted in NIT, then nothing shall be added on account of GST.~~

CLAUSE 10CC (NOT applicable / DELETED)

Payment due to Increase/Decrease in Prices/Wages (excluding materials covered clause 10CA) after Receipt of Tender for Works.

~~If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work 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 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:—~~

- ~~(i) The base date for working out such escalation shall be the last stipulated date of receipt of tender including extension, if any~~
- ~~(ii) The cost of work on which the escalation will be payable shall be reckoned as Below:~~
 - ~~(a) Gross value of work done up to this quarter : (A)~~
 - ~~(b) Gross value of work done up to the last quarter : (B)~~
 - ~~(c) Gross value of work done since previous quarter (A-B) : (C)~~
 - ~~(d) Full assessed value of secured advance (excluding materials covered under clause 10CA) fresh paid in this quarter : (D)~~
 - ~~(e) Full assessed value of secured advance (excluding materials covered under clause 10CA) recovered in this quarter : (E)~~
 - ~~(f) Full assessed value of secured advance for which escalation is payable in this quarter (D-E) : (F)~~
 - ~~(g) Advance payment made during this quarter : (G)~~

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(h) ~~Advance payment recovered during this quarter~~ : ~~(H)~~

(i) ~~Advance payment for which escalation is payable in this quarter (G-H) :~~ ~~(I)~~

(j) ~~Extra items paid/deviated quantities of items as per Clause 12 based on prevailing market rates during this quarter~~ : ~~(J)~~ Then, $M = C + F + I - J$

~~$N = 0.85 M$~~

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

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

~~cost of work for which escalation is applicable~~

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

(iii) ~~Components for materials (except cement, reinforcement bars, structural steel, POL or other material covered under clause (10CA), Labour, POL 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 Engineer in charge in working out such percentage shall be binding on the contractors.~~

(iv) ~~The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel, POL or other materials covered under clause 10CA) and P.O.L. shall be per the formula given below.~~

~~Adjustment for civil component (except cement, structural steel, reinforcement bars, POL and other materials cover under clause 10CA)/electrical component of construction 'materials'~~

$$V_m = W \times \frac{X_m}{100} \times \frac{M_I - M_{I_0}}{M_{I_0}}$$

~~V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered. **No GST shall be paid along with the payment of 10CC.**~~

~~W = Cost of work done worked out as indicated in sub Para (ii) of clause 10CC.~~

~~X_m = Component of materials (except cement, structural steel, reinforcement bars, POL and other materials covered under clause 10CA) expressed as percent of the total Value of work.~~

~~M_I = 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 Economy Advisor to Govt. of India, Ministry of Industry and 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 pro-rata 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.~~

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~~Mlo = All India whole sale price Index for civil component/electrical component* of construction material as worked out on the basis of All India Whole Sale 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 Government of India, Ministry of Industry & Commerce and applying weight ages 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) in which the tender was accepted and thereafter at three months intervals. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.~~

~~(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to the 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 month falling within that period.~~

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

$$\text{VL} = \frac{W \times Y}{100} \times \frac{(LI - Llo)}{Llo}$$

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

~~No GST shall be paid alongwith the payment of 10CC.~~

~~W = Value of work done, worked out as indicated in sub-Para(ii) above.~~

~~Y = Component of labour expressed as percentage of the total value of work~~

~~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 justified period, extended under the provisions of clause 5 of the contract without any action under clause 2, the Index 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 pro rata basis only as cost of extra work x stipulated period / tendered cost).~~

~~Llo = 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.~~

~~(vii) The following principle will be followed while working out the compensation as per sub Para (vi) above.~~

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- (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.~~
- (b) ~~The escalation for labour shall also be paid at the same quarterly interval when escalation due to increase in cost of materials and/or POL is paid under this clause. If such, revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.~~
- (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.~~
- (viii) ~~In the event of the price of the material and/or wages of labour required for execution of the work decrease/s, there shall be downward adjustment of the cost of the work so that such price of the materials and/or wages of labour shall be deductible from the cost of work under this Contract and in this regard the formula herein stated under this clause 10 CC shall mutatis mutandis apply, provided that:~~
- (a) ~~No such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in a case of Contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.~~
- (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.~~
- (ix) ~~Provided always that~~
- (a) ~~Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.~~
- (b) ~~Where provisions of Clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.~~
- ~~**Note: Updated stipulated date of completion (period for completion plus extra time for extra work) for compensation under Clause 10C, 10CA & 10CC**~~
- ~~The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra work shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, Clause 10CA and Clause 10CC.~~

CLAUSE 10D

Dismantled Material a DDA Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as DDA property and such materials shall be disposed off to the best advantage of 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.

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

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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.

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

CLAUSE 12

Deviations / Variations Extent and Pricing

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

The completion cost of any agreement for maintenance works including works of upgradation, aesthetic, special repair, addition/alteration should not exceed two times of contract amount. Deviation upto 1.25 times of contract amount shall be approved by engineer-in-charge with recorded reasons. Deviation beyond 1.25 times and upto 1.5 times of tendered amount shall be approved by SE/CE (as applicable) with recorded reasons in schedule 'F' with recorded reason and in exceptional case, EM, DDA shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

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

12.2 Deviation, Extra Items and Pricing

Extra items are those which are not available in the contract.

For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below quoted on estimated cost put to tender.

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For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender.

In the case of extra item(s) which are not available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

12.3 Deviation, Deviated Quantities, pricing

All the deviated quantities shall be paid at agreement rates.

12.4 DELETED

- 12.5 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations

CLAUSE 13

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

If at any time after acceptance of the tender **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. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii) DDA shall have to option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, DDA shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by DDA, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost

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shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

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

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

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

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 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.

CLAUSE 14

Carrying out part work at risk & cost of contractor

If Contractor:

- (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 days in this respect from the Engineer-in-Charge : or
- (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 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 specific in the notice given in writing in that behalf by Engineer-in-Charge.

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 Government,

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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:

- (a) Take possession of the site and any materials, constructional plant, implements, stores etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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.

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. 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.

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 suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or as per 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.

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 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.

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 work or the performance of the contract.

CLAUSE 15

Suspension of Work

- i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - a) On account of any default on the part of the contractor or;

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- b) For proper execution of the works or part thereof for reasons other than the default of the contractor;
or
- c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

- ii) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above:
 - a) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor, provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
- iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-Para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by DDA or where it affects whole of the works, as an abandonment of the works by DDA, shall within ten days of expiry of such period of 15 days given notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by DDA, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 16

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, Officers from Quality Assurance Cell of DDA or any organization engaged by the DDA 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

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duly accredited in writing, present for that purpose. 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.

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 organization engaged by the department for Quality Assurance or to 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 case of work costing Rs 10 lakhs 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.

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.

CLAUSE 17

Contractor Liable for Damages, defects during defect liability period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lakhs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of works costing 10 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.

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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.

CLAUSE 18

Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools and 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 there for 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 a sufficient portions thereof.

CLAUSE 18A

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, DDA is obliged to pay compensation to a workman employed by the contractor, in execution of the works, DDA will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the DDA under 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) 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.

CLAUSE 18B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, DDA is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by DDA & its 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

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21, of the said Act, except on the written request of the contractor and upon his giving to the DDA full security for all costs for which DDA might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Contractor

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

The contractor shall also 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.

Special condition: The contractor shall ensure the registration of all the eligible workers (inclusive of those of sub-contractors and petty contractors) with Delhi Building & other Construction Workers Welfare Board.

CLAUSE 19A

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

CLAUSE 19B

Payment of Wages

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions un-authorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

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- (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.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

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

CLAUSE 19C

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

CLAUSE 19D

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

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

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

CLAUSE 19E

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

CLAUSE 19F

Leave and pay during leave shall be regulated as follows:

1. Leave:
 - i) in the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
 - ii) in the case of miscarriage – up to 3 weeks from the date of miscarriage.
2. Pay:
 - 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.
 - 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.
3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix-I and II, and the same shall be kept at the place of work.

CLAUSE 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the, 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 and 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 not exceeding Rs.200/- 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 Rs.200/- 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.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the 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

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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 remodeled 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 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 19H

The contractor(s) shall at his/their own cost provide his/their cost arrange appropriate accommodation for his / their labour employed which should have proper doors, windows, ventilation, water supply, drainage, & sanitary installation etc.

CLAUSE 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance / repair of 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 center, 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 and body un-authorized 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 up to 5% of tendered value of work may be imposed by the SE 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/semiskilled 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 mangled/ 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

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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. Failures 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 of Rs.100 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 Rs50 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 tradesman.

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 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 tradesman. The cost of such training as stated above shall be borne by the Government. The necessary space and workers shall be provided by the contractor and no claim whatsoever shall be entertained.

CLAUSE 19L

Contribution of EPF & ESI

The ESI & 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 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 insolvency

The contractor shall not assign or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet this contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public office or person in the employ of Govt. 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.

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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 three months after issue of notice by Engineer-in- Charge.

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

CLAUSE 25**Settlement of Disputes & Arbitration**

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

i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge **or if the Engineer in Charge considers any act or decision of the contractor** on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, **such party** shall promptly within 15 days **of the arising of the disputes** request the **Chief Engineer or where there is no Chief Engineer, the Engineer Member (CE/EM) who shall refer the disputes to** Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days **extendable by 30 days by consent of both the parties** from the receipt of **reference from CE/EM**. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) **or expiry of time limit given above**, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to **the Chief Engineer, DDA, in charge of the work or if there be no Chief Engineer, the Engineer Member of the concerned region of DDA or if there be no Engineer Member,**

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the VC DDA (CE/EM/DDA) for appointment of arbitrator on prescribed proforma as per Appendix XV under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims / disputes prior to invoking arbitration.

The CE/EM/VC/DDA shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/EM/VC for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

- a. A party fails to appoint the second Arbitrator, or
- b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then

The EM, DDA shall appoint the second or Presiding Arbitrator as the case may be.

ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is less than Rs.20 Crore or less. Where claimed value is more than Rs.20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC.

It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

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

SUM IN DISPUTE	MODEL FEE
Up to Rs 5.0 lacs	Rs.45,000/-

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Above Rs 5 lacs & up to Rs 20 lacs	Rs.45,000/- plus 3.5% of the claim amount over & above Rs 5.0 lacs
Above Rs 20 lacs & up to Rs 1 crore	Rs.97,500/- plus 3% of the claim amount over and above Rs 20 lacs
Above Rs 1 crore & up to Rs 10 crore	Rs.3,37,000/- plus 1% of the claim amount over and above Rs 1 crore
Above Rs 10 crore & up to Rs 20 crore	Rs 12,37,000/- plus 0.75% of the claim amount over and above Rs 10 crore
Above Rs.20 crore	Rs 19,87,000/- plus 0.50% of the claim amount above Rs 20 crores with a ceiling of Rs 30 lacs

- (A) The Decision of the Superintending Engineer regarding the quantum of reduction as well as justification thereof in respect of rates for substandard work which may be decided to be accepted will be final and could not be open to Arbitration.
- (B) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any pre- reference period, pendent-lite till the date on which the award is made.

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

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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 manufacturer's 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

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

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

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

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

Provided that the DDA shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment or 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 Executive Engineer.

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CLAUSE 29A**Lien in respect of claims in other Contracts**

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

It is an agreed term of the contract that the sum of money so withheld or retained under 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.

CLAUSE 30**Unfiltered water supply**

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

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

CLAUSE 30A**Departmental water supply, if available**

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

- i) The water charges @ 1% shall be recovered on gross amount of the work done.
- ii) The contractor(s) shall make his / their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the DDA water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 30B**Alternate water arrangements**

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

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

CLAUSE 30 C

Return of Surplus materials

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

CLAUSE 31

Hire of Plant & Machinery

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (herein after referred as T & P) required for execution of the work.

CLAUSE 32

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

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

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

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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 measurement/ 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.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill / final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment 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.

CLAUSE 33

Levy/Taxes payable by Contractor

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- 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 Government shall not entertain any claim whatsoever in this **respect except as provided under clause 38.**
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the 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.

CLAUSE 34

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

- 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.

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.

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.

- 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.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further 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.

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 Divisional Officer on behalf of the DDA shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 36

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

The contractor shall not be permitted to tender for works in the DDA circle (Division in case of Contractors of Horticulture/Nursery Categories) responsible for award and execution of contracts in which his near

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relative is posted as Divisional Accountant or as an officer any capacity between the grades of superintending Engineer and Junior Engineer(both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the DDA or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in DDA for any breach of this condition.

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

CLAUSE 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 conception of Material

(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:-

(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.

(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.

(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.

(d) For any other material as per actual requirements.

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.

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

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

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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 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.

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.

Clause 40

Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the 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.

CLAUSE 41

Release of Security deposit after labour clearance

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.

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INTEGRITY PACT

To,

.....

Sub:

Dear Sir,

It is here by declared that DDA is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the integrity Agreement on behalf of the DDA.

Yours faithfully

Executive Engineer

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INTEGRITY PACT

To,

Executive Engineer(E)
Electrical Division-6
DDA office Complex
Nelson Mandela Marg
Vasant Kunj, New Delhi-110070

Sub: Submission of Tender for the work of

NOW:-

SH:-

Dear Sir,

I / We acknowledge that DDA is committed to follow the principles there of a enumerated in the integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by DDA I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 to the enclosed Integrity Agreement.

I / We acknowledge that in the event of my/our failure to sing and accept the Integrity Agreement, while submitting the tender/bid, DDA shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of DDA.

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INTEGRITY AGREEMENT

This Integrity Agreement is made at on this Day of 20

BETWEEN

Chairman DDA represented through Executive Engineer,

.....

(Name of Division)

DDA, ... (Hereinafter referred as the

(Address of Division)

‘Principal / Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
.....

(Name and Address of the Individual / firm / Company)

through (Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder / Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as “Tender / Bid”) and intends to award, under laid down organizational procedure, contract for

.....
.....

(Name of Work)

Hereinafter referred to as the “Contract”.

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender / Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

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Article 1: Commitment of the Principal / Owner

- (1) The Principal / Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal / Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal / Owner will, during the Tender process, treat all Bidder(s) with equality and reason. The Principal / Owner will, in particular, before and during and Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biases nature.
- (2) If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: commitment of the Bidder(s) / Contractor(s)

- (1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s) / Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in Tender process and during the Contract execution.
 - (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s) / Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents / representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both.

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Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel tender for the same item.

- (e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s) / Contractors(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interest.
- (5) The Bidder(s) / Contractors(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

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Article3: Consequences of Breach

Without prejudice to any rights that may be available to the principal / Owner under law or the Contract or its established policies and laid down procedures, the principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s) / Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal / Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s) / Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal / Owner.
2. Forfeiture of EMD / Performance Guarantee / Security Deposit: If the Principal / Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated / determined the Contract or has accrued the right to terminate / determine the Contract according to Article 3(1), the Principal / Owner apart from exercising any legal rights that may have accrued to the Principal / Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / contractor.
3. Criminal Liability: If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal / Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State government or any other Central / State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings / holiday listing of the Bidder / Contractor as deemed fit by the Principal / Owner.
- (3) If the Bidder / Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal / Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Subcontractors/sub / vendors.

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- (2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and contractors.
- (3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions any stage of the Tender process, from the tender process.

Article 6 - Duration of the Pact

This pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged determined by the Competent Authority, DDA.

Article 7 – Other Provisions

- (1) This pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal / Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner / Principal in accordance with this Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.

Article 8 - LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal / Owner)

.....
(For and ob behalf of Bidder / Contractor)

WITNESSES:

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1.
(Signature, name and address)

2.
(Signature, name and address)

Place:
Dated:

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SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra 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 ladders, 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 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges 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 safety 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;

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- 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;
 - 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 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 officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

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- 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. Proper 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.
- 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 vapour 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 ready made paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

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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 containing 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 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 each 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.

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.

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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 dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/ Government of India.
 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
- vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained 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.

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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.
- 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.

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- 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 Ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. **CANTEENS**

- i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more is ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- ii) The canteen shall be maintained by the contractor in an efficient manner.
- iii) The canteen shall consist of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils.

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- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.
Provided that the inside walls of the kitchen shall be line-washed every four months.
- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sq. ft.) per diner to be accommodated as prescribed in sub-Rule 9.
- xi (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
- (b) Washing places for women shall be separate and screened to secure privacy.
- xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- xiii)
 - a(1) There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
 - a(2) The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
 - b(1) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
 - b(2) A service counter, if provided, shall have top of smooth and impervious material.
 - b(3) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No losses and shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:
 - a) The rent of land and building
 - b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - d) The water charges and other charges incurred for lighting and ventilation.

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- e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. **ANTI-MALARIAL PRECAUTIONS**

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

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

12. **AMENDMENTS**

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

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CONTRACTOR'S LABOUR REGULATIONS

1. **SHORT TITLE**

These regulations may be called the Contractors Labour Regulations.

2. **DEFINITIONS**

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

- 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 mensem 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.

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

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

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

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

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

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.

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

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

5. **PAYMENT OF WAGES**

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

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- 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-X.

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

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- 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.

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**

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 his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. **PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

- 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.

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

16. **INSPECTION OF BOOKS AND SLIPS**

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

17. **SUBMISSIONS 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.

APPENDIX I TO XV

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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Appendix 'II'

**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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Appendix 'III'

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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Appendix 'IV'

Form-XIII (See rule 75)

REGISTER OF WORKMEN EMPLOYED BY CONTRACTORName 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.N o.	Name and surna me of work man	A ge an d Se x	Father 's/ Husba nd's name	Nature of employ ment/ designat ion	Perma nent home addres s of the workm an (Villag e and Tehsil, Taluk and Distric t)	Loca l addr ess	Date of commenc ement of employme nt	Signat ure or thumb impres sion of the workm an	Date of terminat ion of employ ment	Reasons for terminat ions	Rema rks
1	2	3	4	5	6	7	8	9	10	11	12

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Appendix 'V'

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

Sl. No.	Name of Workman	Sex	Father's/ Husband's name	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

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Appendix 'VI'

Form-XVII
Register of Wages

Name and address of the 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/
 Fortnight

Sl. No.	Name of Workman	Serial No. in the register of workman	Designation/nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate	Amount of wages earned					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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Appendix 'VII'

Wage Card No. -----

(Obverse)

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	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	3	3		
									0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1

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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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Appendix 'VII'
(Reverse)

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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Appendix 'VIII'

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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Appendix 'IX'

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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Appendix 'X'

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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Appendix 'XI'

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

REGISTER OF FINESName 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. N o.	Name of Workman	Father 's/ Husba nd's name	Design ation/ nature of employ ment	Act/ Omis sion for whic h fine impo sed	Date of Offe nce	Whet her work man show ed cause again st fine	Name of person in whose presen ce emplo yee's explan ation was heard	Wag e perio d and wage s paya ble	Amo unt of fine impo sed	Date of whic h fine reali zed	Rem arks
1	2	3	4	5	6	7	8	9	10	11	12

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Appendix 'XII'

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

REGISTER OF DEDUCTION FOR DAMAGE OR LOSSName 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	Particulars of damage or loss	Date of damage or loss	Whether workman 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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Appendix 'XIII'

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 . N o .	Name of Workman	Father's/ Husband's name	Designa tion/ nature of employ ment	Wage period and wages payabl e	Date and amoun t of advan ce given	Purpos e(s) for which advanc e made	Numbe r of installm ents by which advanc e to be repaid	Date and amoun t of each install ment repaid	Date and which last install ment was repaid	Remar ks
1	2	3	4	5	6	7	8	9	10	11

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Appendix 'XIV'

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

REGISTER OF OVERTIMEName 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.N o.	Name of Work man	Father's / Husban d's name	Se x	Designati on/ nature of employm ent	Date on which Overti me worke d	Total overtim e worked or product ion in case of piece rated	Norm al rate of wage s	Overti me rate of wages	Overti me earnin gs	Rate on which overti me wages paid	Remar ks
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 of 20..... 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
 DDA 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 DDA 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 DDA 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 on and the DDA has reserved to itself
 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 DDA (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 DDA and declare as follows: -

- (1) That the said sum of Rupees so advanced by the
 DDA 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 Divisional Officer Division (hereinafter called the Divisional
 Officer) 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 Divisional Officer or any officer
 authorised 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 Divisional Officer.

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(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 Divisional Officer or an officer authorised by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the President 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 President 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 President shall immediately on the happening of such default be repayable by the Contractor to the President 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 repayment and with all costs charges, damages and expenses incurred by the DDA 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 President 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 DDA of the said sum of Rupees and 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 President 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 President 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 President 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.

In witness whereof the said and by the order and under the direction of the President 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

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Signed by.....
by the order and direction of the DDA in the presence of
Signature
Witness Name
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APPENDIX – XVI (Refer Clause 5)**FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING OF
MILESTONE/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 if 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 Sub Divisional Officer

Signature of Contractor
Dated

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APPENDIX – XV

NOTICE FOR APPOINTMENT OF ARBITRATOR
(Refer Clause 25)

To

The EM

.....

.....

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 dispute mentioned below:

- i) Name of applicant
- ii) Whether applicant is individual/Prop.Firm/Partnership Firm/Ltd. Co.
- iii) Full address of applicant.
- iv) Name of the work and contract number in which arbitration sought
- v) Name of the Division which entered into contract
- vi) Contract amount in the work
- vii) Date of Contract
- viii) Date of initiation of work
- ix) Stipulated date of completion of work
- x) Actual date of completion of work (if completed)
- xi) total number of claims made
- xii) Total amount claimed
- xiii) Date of intimation of final bill (if work is completed)
- xiv) Date of payment of final bill (if work is completed)
- xv) Amount of final bill (if work is completed)
- xvi) Date of request made to SE for decision
- xvii) Date of receipt of SE's decision.
- xviii) Date of appeal to you
- xix) Date of receipt of your decision.

Specimen signature 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.

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 the 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 to 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 substantiates 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 to 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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FORM OF PERFORMANCE SECURITY (GUARANTEE)

BANK GUARANTEE BOND – FROMAT - 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 a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and 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

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of the Government or any indulgence by 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 DDA (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. (Rupees only)
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 thereunder 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 to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee isrestricted to Rs. (Rupees)

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PROFORMA OF SCHEDULES

(Separate Performa for civil, Elect. & Hort. Works in case of Composite Tenders)

SCHEDULE 'A'

Schedule of quantities, enclosed on separate sheets (as per PWD-....)

SCHEDULE 'D'	
Extra schedule for specific requirements / documents for the work, if any	NIL

SCHEDULE 'E'	
Reference to General Conditions of contract	
Name of work:	M/O Various colonies under South Zone.
Sub Head :	SH:- Comprehensive maintenance of 01 no. Elevator and 01 no. Escalator (Schindler make) installed at Nehru Place Market
Estimated cost of work:-	Rs. 338460.00
(i) Earnest money:-	Rs. 6769.00
(ii) Performance Guarantee:-	(a) 5% (Five percent) of the Estimated Cost put to tender or the contract amount whichever is higher (b) Where the tendered amount is less than eighty percent (80%) of the estimated cost put to tender (ECPT), the performance guarantee in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.
(iii) Security deposit:-	2.5% of tendered value

SCHEDULE 'F'		
General Rules & Directions		
Officer inviting tender:		Ex. Engineer (E) / Electrical Division No.- 6 DDA
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3		See below
Definitions:		
2 (v)	Engineer-in-Charge	Ex. Engineer (E) / Electrical Division No.- 6 DDA
2 (viii)	Accepting Authority	As per DDA officers financial powers
2 (x)	Percentage on cost of materials and labour to cover all overheads and profits.	15%
2 (xi)	Standard schedule of Rates	Market Rates / DSR (E & M) 2018/ DSR (Civil) 2018
2 (xii)	Department	DDA
9 (ii)	Standard CPWD contract form GCC2019	CPWD form 7 (Percentage rate) as modified and corrected up to date.

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Clause 1	
(i) Time allowed for submission of Performance Guarantee, programme chart (Time & 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.	7 days
(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above.	5 days
Clause 2	
Authority for fixing compensation under Clause- 2	Superintending Engineer (E) South Zone DDA
Clause 2A	
Whether Clause 2A shall be applicable	No
Clause 5	
Number of days from the date of issue of letter of acceptance for reckoning date of start	10 days after the date of issue of letter of intent of work.
Table of milestone	Attached
Time allowed for execution of work	12 Months
Authority to decide:	
i) Extension of time	(Engineer in Charge or Engineer in Charge of major component in case of composite contracts, as the case may be)
ii) Rescheduling of milestones	(Superintending Engineer(E) South Zone)
iii) Shifting of date of start in case of delay in handing over of site	(Superintending Engineer(E) South Zone)

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Applicable clause 5 / Clasue 5A
(Modified OM No. DG/CON/307 dt. 19.11.2019)

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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.	As per CPWD works Manual 2019 amendment upto date
Clause 7 A Whether Clause 7A shall be applicable.	Yes

Clause 10A			
List of testing equipment to be provided by the contractor at site lab.		As per direction of Engineer-in-charge.	
Clause 10-B(ii)		NO	
Whether Clause 10 B (ii) shall be applicable			
Clause 10C		Not Applicable	
Component of Labour expressed as percent of value of work		15%	
Clause 10CA		Not Applicable	
S. No.	Materials covered under this clause:	Nearest Materials (other than cement*, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Index to be followed:	Base Price and its corresponding period of all the Materials covered under clause 10 CA**
1			
2			
3			
4			
* includes Cement component used in RMC brought at site from outside approved RMC plants, if any.			
** Base price and its corresponding period of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.			

Clause 10CC (Applicable/ Not Applicable)	
Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	(Not applicable in this case)
Schedule of component of other materials, Labour etc. for price escalation.	Xm.....% Not applicable

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Component of civil (Except materials covered under clause 10 CA) / Electrical construction materials expressed as percent of total value of work.		
Component of labour - expressed as percent of total value of work.	Y..... %	
Note: Xm ... % should be equal to (100) – (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour).		

Clause 11 Specifications to be followed for execution of work	As given in additional terms & conditions & CPWD specifications
Clause 12 Type of work *** _____ *** To be filled by NIT approving authority either project and original work or maintenance works including works of upgradation, aesthetic, special repair, addition / alteration in buildings. The items related to road work like upgradation / improvement of footpath & central verge, improvement of carriage way by patch repair or annual / periodical repairs of roads surface and A / R & M / O works pertaining to road shall be treated as maintenance work. New road construction works and the strengthening of road surface shall be considered as original works.	MAINTENANCE WORK
Authority to decide deviation upto 1.5 times of tendered amount	Superintending Engineer(E) / Chief Engineer(E)
Clause 12.2 & 12.3	
Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	50%
12.5 (i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work sub head in DSR and related items. (ii) Deviation limit for items mentioned in earth work sub head of DSR and related items.	NA
Clause 16	

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Competent Authority for deciding reduced rates.	Superintending Engineer (E).
Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site.	As per work requirement
Clause 25 Constitution of Dispute Redressal Committee (DRC) (i) Chairman (ii) Member (i) Member	i) Chairman: CE (other than under whose jurisdiction work falls) (ii) Member: Director (Works) (iii) Member: SE (other than under whose jurisdiction work falls) (iv) Member: SE in-charge of work for presenting the case before DRC and shall not be part of decision making.
Clause 32 Requirement of Technical Representative (s) and Recovery Rates	Table attached

Clause 38		
(i)	(a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates..... printed by CPWD.	N.A.
(ii)	Variations permissible on theoretical quantities:	
a)	Cement For works with estimated cost put to tender not more than Rs. 5 lakhs	N.A.
	For works with estimated cost put to tender more than Rs 5 lakh	N.A.
b)	Bitumen for all works.	N.A.
c)	Steel Reinforcement and structural steel sections for each diameter, section and category.	N.A.
d)	All other materials.	Nil

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Annexure - I**REQUIREMENT OF TECHNICAL STAFF**
for work in compliance of clause 36 (i)

Cost of Work (Rs. in Crore)	Requirement of Technical staff		Minimum experience (Years)	Designation of technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i).
	Qualification	Number (of Major + Minor Component)			
More than 50 to 100	Graduate Engineer	1	20 (and having experience of one similar nature of work)	Project manager	Rs. 60,000/- per month
	Graduate Engineer	1 + 1	12 (and having experience of one similar nature of work)	Deputy Project manager	Rs. 40,000/- per month per person
	Graduate or Diploma Engineer	1 + 1	5 or 10 respectively	Project / Site Engineer	Rs. 25,000/- per month per person
	Graduate Engineer	1 + 1	8	Quality Engineer	Rs. 25,000/- per month
	Diploma Engineer	1	8	Surveyor	Rs. 15,000/- per month
	Graduate Engineer	1 + 1	6	Project Planning / billing Engineer	Rs. 20,000/- per month per person
More than 20 to 50	Graduate Engineer	1	20 (and having experience of one similar nature of work)	Project manager	Rs. 60,000/- per month
	Graduate Engineer	1	12 (and having experience of one similar nature of work)	Deputy Project manager	Rs. 40,000/- per month
	Graduate or Diploma Engineer	1 + 1	5 or 10 respectively	Project / Site Engineer	Rs. 25,000/- per month per person
	Graduate or Diploma Engineer	1 + 1	2 or 5 respectively	Project Planning / quality / billing Engineer	Rs. 15,000/- per month per person

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More than 10 to 20	Graduate Engineer	1	10 (and having experience of one similar nature of work)	Project Manager	Rs. 30,000/- per month
	Graduate or Diploma Engineer	1	5 or 10 respectively	Project / Site Engineer	Rs. 25,000/- per month per person
	Graduate or Diploma Engineer	1 + 1	2 or 5 respectively	Project Planning / quality / billing Engineer	Rs. 15,000/- per month per person
More than 5 to 10	Graduate Engineer	1	5 (and having experience of one similar nature of work)	Project Manager	Rs. 25,000/- per month
	Graduate or Diploma Engineer	1 + 1	2 or 5 respectively	Project Planning / quality / site / billing Engineer	Rs. 15,000/- per month per person
More than 1.5 to 5	Graduate or Diploma Engineer	1 + 1	2 or 5 respectively	Project manager cum Planning / quality / site / billing Engineer	Rs. 15,000/- per month per person
More than 15 lac to 1.5 /crore	Graduate or Diploma Engineer	1 of major component	2 or 5 respectively	Project Manager cum Planning / quality / site / billing Engineer	Rs. 15,000/- per month per person

Note :

1. Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 year 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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TABLE OF MILESTONE(S)**For new works of execution**

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, 1% of the Tendered Value of work will be withheld from the running payment 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	

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SPECIAL CONDITION ON GUIDELINES ISSUED BY NGT

Following guidelines are being made part of NIT as special conditions and agreement items. The same are summarized as under: -

1. The contractor shall not store / dump construction material or debris on metalled road.
2. 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 ensured by the contractor that no accidents occur on account of such permissible storage.
3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height 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.
4. 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.
5. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
6. The contractor shall provide 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.
7. 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.
8. The contractor shall compulsory use of wet jet in grinding and stone cutting.
9. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
10. The contractor shall carry out on-Road – Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
11. The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
12. 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 to ensure speed reduction. In case where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.

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13. 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 pollute air quality as a result of such storage.
14. 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. The NIT approving authority shall carry out cost benefit ratio analysis of the same.

Conditions to be included as Agreement item.

1. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height 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.
The NIT approving authority shall take such item in the schedule of quantity to ensure that the construction activity does not cause any air pollution during course of construction and / or storage of material or construction activity.
2. 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. The NIT approving authority shall carry out cost benefit ratio analysis of the same.
Based on the cost benefit ratio analysis, the NIT approving authority shall include the item of paving of path in schedule of item which can be utilized as a permanent path for client after construction of project.
3. **The NIT approving authority shall take lead of C & D waste from construction site to C & D waste site in the scheduled of item.**

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ADDITIONAL CONDITION FOR THE CONTROL OF AIR POLLUTION AT CONSTRUCTION SITES

The contractor, will follow the directions of Hon'ble Green Tribunal issued from time to time and specifically the one issued vide its orders dated 4.12.2014 and 10.4.2015 for the control of air pollution from dust resulting from demolition and construction activity at site.

- a) Directions issued vide order dt. 4.12.2014:
 - i) No contractor would be permitted to store/dump construction material or debris on metalled road.
 - ii) Beyond the metalled road the area where such construction material or debris can be stored shall be physically demarcated by (the concerned) ensuring that it would not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured that no accidents occur on account of such permissible storage.
 - iii) Every contractor shall ensure that the construction material is covered by tarpaulin and all other precaution should be taken to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
 - iv) It shall also be ensured that appropriate protection measures are taken by raising wind breakers of appropriate height on all sides of the plot/area using plastic, and/or other similar material to ensure that no construction material dust fly outside the plot area and it will be the contractor responsibility to ensure that their activity does not cause any air pollution during course of construction and/or storage of material or construction activity. This condition shall be strictly adhered to by every contractor, in the event of default they shall be prosecuted under the law in force, as well as for causing environmental pollution and will be liable to pay compensation which would be determined by Tribunal in accordance with law.
 - v) 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 should be fully covered. The vehicles should be properly cleaned, should be dust free and every necessary precautions is to be taken to ensure that enroute their destination, the dust, sand or any other particles are not permitted to be released in air/ contaminate air. Any truck not complying with the above directions would not be permitted to enter NCR Delhi.
- b) Directions vide order dt. 10.04.2015
 - 1) Every contractor shall put tarpaulin on scaffolding around the area of construction and the building. No contractor can be permitted to store any construction material particularly sand on any part of the street, roads in any colony.
 - 2) The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the air in any form.
 - 3) All the construction material and debris shall be carried in the trucks or other vehicles which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere, in any form whatsoever.
 - 4) The dust emissions from the construction site should be completely controlled and all precautions taken in that behalf.
 - 5) The vehicles carrying construction material and construction debris of any kind should be cleaned before it is permitted to ply on the road after unloading of such material.
 - 6) Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with mask to prevent inhalation of dust particles.

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- 7) Every contractor shall be under obligation to provide all medical help, investigation and treatment in the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
- 8) It shall be the responsibility of every contractor to transport construction material and debris waste to construction site, dumping site or any other place in accordance with rules and in terms of this order.
- 9) All to take appropriate measures and to ensure that the terms and conditions of the earlier order and these orders should strictly comply with by fixing sprinklers, creations of green air barriers.
- 10) Compulsory use of wet jet in grinding and stone cutting.
- 11) Wind breaking walls around construction site.
- 12) All contractors shall ensure that C&D waste is transported in terms of this order to the C&D waste site only and due record in that behalf shall be maintained by the contractors, transporters and NCR of Delhi.
- 13) If any contractor is found to be violating any of the conditions stated in this order and or for their non-compliance such contractor shall be liable to pay compensation of Rs. 50,000/ per default in relation to construction activity at its site and Rs. 5,000/- for each violation during carriage and transportation of construction material, debris through trucks or other vehicles, in terms of Section 15 of the NGT Act on the Principle of Polluter Pay. Such action would be addition not in derogation to the other action that the authority may take against such contractor and transporter under the laws in force.

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AE(P)/ELD-6

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

To,

Date:

The Executive Engineer(E)
 Electrical Division-6
 DDA office Complex
 Nelson Mandela Marg
 Vasant Kunj, New Delhi – 110070

Sub: Acceptance of Terms & Conditions of Tender.

NIT No:

Name of Tender / Work:

Dear Sir,

1. I / we have downloaded / obtained the tender document(s) for the above mentioned 'Tender / Work' form the web site(s) namely:

_____www.eprocure.gov.in_____

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 (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 / organization till last date and time of submission of tender 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 provision of this tender is 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.
6. Notwithstanding any other practice in existence, or any prior agreement or written negotiations having taken place, or any tender condition, 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.

Your Faithfully
 (Signature of the Bidder, with Official Seal)

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Form-G**UNDERTAKING (on Rs. 100/- non judicial stamp paper)****NIT NO.****NOW:-****SH:-**

We, M/s. _____ hereby declare that we have not been blacklisted/ debarred/ suspended/ demoted in any state/ central government/ semi government organization and any other private bodies to any reasons.

Whatever information and documents submitted for this tender namely “_____” is true and correct as per my knowledge. We take full responsibility regarding genuineness of documents submitted by me.

For _____

Authorized Signatory

Date:

Place:

Form-H**UNDERTAKING (on Rs. 50/- non judicial stamp paper)****NIT NO.****NOW:-****SH:-**

- 1) That I _____ Prop. of M/s _____ which is situated at _____
- 2) That there are working less than 10 workers in my above noted fir/company Viz M/s _____, situated at _____
- 3) That now I am not covering in the category for providing ESIC/EPF(Provident funds etc.) to the workers.
- 4) That we are working only on small scale.

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ADDITIONAL CONDITIONS FOR COMPREHENSIVE MAINTENANCE OF LIFT

1. The firm shall depute trained and competent technical persons directly employed & supervised by them. All technicians shall be qualified to keep the equipment properly adjusted time to time to original conditions. The firm will use all reasonable care to maintain the Equipment's in efficient, reliable and safe operating conditions. Technicians will regularly examine, lubricate and adjust the equipment components as periodically as per manual.
2. The agency will take all responsibility to maintain lifts in comprehensive manner with reasonable care and precaution in seeing that elevators are covering full safe parameters for use and are in good operating conditions.
3. The agency during normal working hours shall send at regular intervals and or frequently but at least once in month, a technician to inspect, adjust and lubricate the parts of elevator necessary to maintain the elevator in satisfactory working condition. The agency will supply all lubricants necessary for the purpose with in quoted rates.
4. After receiving intimation from the department/ site operation staff of a break down or failure of the elevator, the agency shall send as soon as possible (maximum within 6 hours) technician to carry out necessary repairs in order to restore the elevator to satisfactory working condition.
5. The firm shall submit the annual preventive maintenance schedule and shall carry out the work accordingly. On any break down call, the Agency's technician shall carryout repair and side by side fill up job card /log sheet and sign for safe operation of lift to be authenticated by the concerned AE(E)/ Engineer In charge and shall supply copies of challan/invoice/Maintenance report for replacement of parts
6. In performing the services as mentioned above, the firm will replace or rectify identical or equivalent item any interchangeable component of the elevator rendered defective (with the approval of engineer in charge) due to normal wear and tear and arising out of ordinary and reasonable use of elevator except for such items as mentioned below.
 - i) Incoming electrical wiring up to main switch in the machine room.
 - ii) Main switches in the machine room.
7. The agency has to provide all safety measures working intact, technical assistance and help for safe operation to the department and shall implement and suggest improvement /modernization as and when required to the department within the scope of comprehensive maintenance as per site conditions
8. The agency has to ensure protection for overvoltage/ under voltage, surge single phasing, phase sequence reversal etc. to avoid breakdown Any damage to Equipments/ parts due to these shall be borne by the agency. Nothing extra shall be paid in the account.
9. All repair work has to be attended during normal working hours of the normal Working days with department representatives not below the rank of junior Engineer present at the time of repair or the replacement of the required parts.

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10. Any mishap to the service staff of the company during course of work shall be responsibility of the agency and DDA shall not be liable for any compensation in this regard.
11. The agency shall clearly exhibit / use Caution sign boards, DON'T & DON'Ts whenever required during course of repair of lift as per maintenance procedures and shall display Lifts nos. and Toll-free Tele phone Nos. of Maintenance Cell.
12. The agency shall help to get the license of the lifts, renewed from the license Authority periodically i.e. from Electrical LIFTS Inspectors of GNCTD during the contract period. Agency shall remove all defects as pointed out in Lift by inspector. However, required annual fee of GNCTD shall be paid by DDA
13. The A.M.C can be terminated at any time after giving 15 days' notice.
14. In case of breakdown following schedule is to be followed:

S.No.	Nature of Complaints	Response time (Maximum.)	Resolution time limit (Maximum.)
1.	Minor complaint / lift breakdown	Same Day	Same Day
2.	Minor repair / part failure (replacement / adjustments of landing, car door components, Air cords / adjustment).	Same Day	2 Days
3.	Major repairs for which specialized team is required (replacement of belts / ropes & sheave, car guide shoes, motor rewinding).	2 Days	7 Days
4.	Replacement of main drive / PCB's, critical problems (specialized team required).	2 Days	15 Days

15. In case of delay beyond resolution time limit, penalty @ Rs. 1000/- per day per lift (minimum) for the lift which are faulty subject to a maximum of 10% of AMC quoted amount per lift for entire contract period.
16. In case of any loose fastener / bracket, the same shall be rectified / repaired by providing chemical fastener i/c associated civil work within quoted rates. No extra payment on this account shall therefore be applicable.

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INVENTORY

DETAILS OF INSTALLATION AT NEHRU PLACE		
S.No.	Description	Qty. / Make
1.	Elevator	01 No.(Schindler)
2.	Escalator	01 No. (Schindler)

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Schedule of Work

Name of work:- M/O Various colonies under South Zone.					
SH:- Comprehensive maintenance of 01 no. Elevator and 01 no. Escalator (Schindler make) installed at Nehru Place Market					
S.No	Description of Item	Quantity	Rate	Unit	Amount
1	Comprehensive maintenance of 01 no. Elevator and 01 no. Escalator (Schindler make)(Schindler) which include routine, preventive and breakdown maintenance for a period of 12 months including repair / replacement of worn out items with minimum down time and warrantee & guarantee of expired / replaced items. Details of Installation are given in Annexure-A & Routine & Preventive Maintenance Schedule is given in Annexure-B & C.				
1.1	11656879(Escalator)	12	18559.00	Per Month	222708.00
1.2	20084885(Elevator)	12	9646.00	Per Month	115752.00
				Total	338460.00

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Signature Not Verified
Digitally signed by SANTOSH KUMAR
Date: 2026.05.08 20:04:50 IST
Location: eProcure-EPROC
