



दिल्लीविकासप्राधिकरण
कार्यालयअधिशायीअभियंता (वि.),
विद्युतखण्ड-११,प्रेसबिल्डिंग, प्रथमतल,
विकाससदन,नईदिल्ली-११००२३
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NIT No.	:	06/EE/ELD-11/DDA/2026-27
Name of Work	:	M/o Scheme under N/A-II South Zone—Contingency of work
SH	:	Hiring of Office Assistant
Estimated Cost	:	Rs. 14,75,264/-
Earnest Money	:	Rs. 29,505/-
Security Deposit	:	2.5% of tendered amount.
Time Allowed	:	12 Months
Performance Guarantee& Additional PG	:	(a) 5% of tendered value or Estimated Cost put to Tender (ECPT), whichever is higher. (b) Where the tendered amount is less than 80% of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) as mentioned above, shall be increased by an amount equal to the difference between 80% of ECPT and tendered amount.
NIT amount	:	Rs. Fourteen Lacs Seventy-Five Thousand Two Hundred Sixty-Four only.

Certified that this NIT contains Pages 01 to 136 (Pages One to One Hundred Thirty-Six only).

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

- 1). Instructions to the bidders to submit the bids online through the Central PublicProcurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>
- 2). 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.
- 3). Bidder should do the enrolment in the e-procurement site using the "Online bidder enrolment" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration the bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 4). Bidder need to login to the site through their user ID/Password chosen during enrolment/registration.
- 5). Digital signature certificate (Class II or class III certificates with signing key usage) issued by SIFY/TCS/n code/e Mudra or any certifying Authority recognized by CCA India on e-token/smart card, should be registered.
- 6). The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 7). 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.
- 8). After downloading/getting the tender documents/schedules, the bidder should go through them carefully and then submit the documents as asked. Otherwise bid will be rejected.
- 9). **i) Bid can be submitted after depositing E – tendering processing fee, and uploading the mandatory scanned documents.**
 ii) All intending bidders i.e. eligible contractors / specialized agencies who are not registered with DDA, the e-tendering fees structure for one year will be as under— (vide letter no. F4. (8)/72/Misc./Secy./CRB/2017/284 dated 06-06-2017 issued by Secretary (CRB) DDA

Cost of Work	E-tendering fees
a. Upto Rs.15.00 Lacs	Rs.6000/- +GST @18%
b. Above Rs.15.00 Lacs to 20.00 Crores	Rs. 20,000/- +GST @18%
c. Above Rs.20.00 Crores	Rs. 50,000/- +GST @18%

Requisite e-tendering fee as applicable payable to the CRB, DDA shall be in form of Pay order/Bank demand draft payable in Delhi in the name of "PAO, Engineering Wing, DDA, Vikas Minar, New Delhi". A letter on firm's letter head enclosing the demand/pay order and addressed to "The Secretary CRB, 1st Floor, Vikas Minar, DDA, New Delhi shall be submitted to contractor's Registration Board. 1st Floor, Vikas Minar, I.P. estate New Delhi-1100001 in duplicate and acknowledge stamped copy of the letter shall be uploaded in the tender as a proof of registration with the CRB, DDA.

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

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

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

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- 24). 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.
- 25) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 26) 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.
- 27). The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 28). For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send a mail over to – cppp-nic@nic.in.

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**DELHI DEVELOPMENT AUTHORITY
NOTICE INVITING TENDER
(E – TENDER NOTICE)**

Executive Engineer (E), Electrical Division No.-11 on behalf of Delhi Development Authority invites online **percentage rate** bids from eligible contractors OR **Specialized agency** who fulfill the eligibility criteria in **two bid system** for the following work up to 3:00P.M. on as per tender notice. **Joint ventures will not be accepted.**

1.	NIT No.	:	06/EE/ELD-11/DDA/2026-27
2.	Name of work	:	M/O Scheme under N/A-II South Zone—Contingency of work.
3.	Sub Head	:	Hiring of Office Assistant.
4.	Estimated Cost put to bid	:	Rs.14,75,264/-
5.	Earnest Money	:	Rs. 29,505/-
6.	Period of completion	:	12 Months
7.	Publish Date (uploading)	:	
8.	Document download / sale start date	:	
9.	Document download / sale end date	:	
10.	Date & time of Pre-Bid	:	
11.	Bid submission start date & time, scanning & uploading Performa for declaration of Earnest Money, proof of payment for processing fee & other documents	:	
12.	Bid submission end date & time, scanning & uploading Performa for declaration of Earnest Money, proof of payment for processing fee & other documents	:	
13.	Bid opening date & time	:	
14.	Time & date of opening of price bid	:	

1. Eligibility Criteria: -The Specialized contractor/agencies who fulfill the following eligibility criteria shall be eligible to apply. Joint ventures will not be accepted.

- a) **Experience Certificate**-The specialized firms/agencies shall submit the experience certificate of specialized works satisfactorily completed during the last 7 (seven) years ending last date of the month previous to the one in which tenders are invited.

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Three Similar completed works each of value not less than 40% of the estimated cost put up to tender. OR
Two Similar completed works each of value not less than 60% of the estimated cost put up to tender. OR
One Similar completed work of value not less than 80% of the estimated cost put up to tender.

NOTE: All amounts rounded off to a nearest convenient full figure.

- i. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to last date of receipt of submission for bid.
- ii. Completion certificates should be issued by the officer not below the rank of Executive Engineer or equivalent will have to be furnished along with the application. The completion certificate must clearly indicate: -
 - a. Estimated cost of work.
 - b. Date of start of work.
 - c. Date of actual completion of work.
 - d. Nature and scope of work with item description.
 - e. That the work has been completed satisfactorily without levy.
 - f. Total Cost of work done.

Note:- In case of works executed for the private clients, cost of such works shall be supported by TDS certificates along with VAT / GST and Service Tax return. Self-certification of experience shall not be considered.

Similar Work shall mean “Hiring of Computer Operators/Operations of data entry system.” Completed work shall mean the works which have been completed in all respect. Completed work shall mean the works which have been completed in all respect.

iii. **Solvency Certificate or Net Worth Certificate: -**

The bidder should have a Bank Solvency of the amount equal to 40% of the Estimated Cost put to the Tender (ECPT) issued by the Scheduled Bank. This solvency certificate should not be more than Six months old. Or Net Worth Certificate of minimum 10% of the Estimated Cost put to Tender (ECPT) issued by certified Chartered Accountant (On the format prescribed in Form B or B-1).

iv. **Financial Information: -**

The bidder should have average **annual financial turnover** of work equal to at least 50% estimated cost put to the tender (ECPT) during last Five consecutive financial years ending **31st March 2025** (Duly audited by chartered accountant) (in (Form- “A”). Year in which no turnover is shown would also be considered for working out the average.

The bidder should not have incurred any loss (Profit after tax should be Positive) in more than Two Years during available last Five consecutive years ending **31st march 2025**.

2 To become eligible for issue of bid, the bidders shall have **to furnish an affidavit on Rs. 100/- Non judicial Stamp paper 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 bidding in DDA in future forever. Also, if such a violation comes to the notice of the Department before date of start of work, the Engineer-in-charge shall be free

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to forfeit the entire amount of earnest money deposit/ performance guarantee.” (Scanned copy to be uploaded at the time of submission of bid).

3. 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.
4. 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.
5. The site for the work is available.
6. 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.

7. 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.
8. i) Earnest money shall be deposited through RTGS/NEFT in the account of Senior A.O. CAU(South Zone), DDA having **Account No. 16651110000012 with HDFC Bank, G-8, Hauz Khas, New Delhi-110018 (IFSC Code HDFC 0000467)**. 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 concerned will 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. In such case, minimum 50% of earnest money or **Rs.20 Lac**, whichever is less, shall have to be deposited through RTGS / NEFT mode. If the amount of E.M is more than Rs.20.00 Lac, then the amount of E.M. beyond Rs.20.00 Lac can be deposited in the form of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders to the e- tendering bidding website within the period of bid submission.

Note: -

1. 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/- + 18%GST
2.	Class-II	Rs.16,000/- + 18%GST
3.	Class-III	Rs.14,000/- + 18%GST
4.	Class-IV	Rs.10,000/- + 18%GST
5.	Class-V	Rs.6,000/- + 18%GST

2. The bidders 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	E-tendering fees
1.	Up to Rs.15.00 lakh	Rs.6,000/- + 18%GST
2.	Above Rs.15.00 lakh to 20.00 Crores	Rs.20,000/- + 18%GST
3.	Above Rs.20.00 Crore	Rs.50,000/- + 18%GST

Proof of payment of tendered fee to CRB/DDA through RTGS / NEFT /DD to be uploaded.

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Note: -

“The bidder will use one UTR for one work only for EMD/Tender fee. 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.”

9. 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.
10. The intending bidder must have valid class-II digital signature to submit the bid.
11. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
12. Contractor can upload documents in the form of JPG format and PDF format.
13. Certificate of financial turnover: At the time of submission of bid contractor may upload affidavit / certificate from CA mentioning financial turnover of last 3 years or for the period as specified in the bid documents and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
14. Contractor must ensure to quote percentage rate. If a tenderer does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender shall be treated as invalid and will not be considered as lowest tenderer.
15. The eligibility and / or technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
16. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many tenders are received satisfying the laid down criterion.

➤ **List of self-attested documents for tenderer/agency to be scanned and uploaded within the period of tender submission: -**

It is mandatory to upload scanned copies of all the documents including GST Registration, if documents are not uploaded then bid will become invalid & shall summarily be rejected.

- i) The unique transaction reference No. of RTGS/NEFT against EMD.
- ii) Work experience(s) certificates as applicable.
- iii) Scanned copy of payment of e- registration fee paid in CRB of DDA i.e. tender fee.
- iv) Certificate of Registration for GST and acknowledgement of upto date filled return, if required.
- v) Letter of transmittal on letter head of bidder (As per prescribed format).
- vi) An undertaking on Rs. 100/- Non- judicial stamp paper that bidder has not been blacklisted from tendering process by any Govt. organization, PSU etc. (Form attached E).
- vii) Net worth Certificate or Solvency Certificate (form attached B, B-1). It should not be more than six months old as per format given.
- viii) Certificate of financial turnover issued from CA for immediate last 5 consecutive financial years including profit/ loss statement for last 5 years (Form attached A).
- ix) Affidavit on Rs. 100/- Non- judicial stamp paper regarding similar nature of work (as per prescribed format).
- x) TDS certificate along with VAT/GST and Service Tax return in case the work experience is with private firm/client.
- xi) Scanned copy of Tender Acceptance Letter, as per attached format.
- xii) Corrigendum to tender uploaded before opening of tender (if any).

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17. Financial Bid: -

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

18. Care in submission of tenders

- i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the all the provisions of the standard/General Conditions/Clauses of contract/bid documents for the completion of works to the entire satisfaction of the Engineer.
- ii) Tenderer will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/Integral Goods and Services Tax Act, 2017 (IGST)/Union Territory Goods and Services Tax Act, 2017 (UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DDA immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to be concerned authority.
- iv) Every tenderer/bidder is required to be registered compulsory himself under CGST/IGST/UTGST/SGST Act.
- v) TDS under the provision GST law shall be deducted from the bills and /or payment of advances as and when made applicable under the Act
- vi) Provisions of GST Act 2017 shall have the superseding effect over the all-earlier taxes like VAT/WCT/Service Tax/other like taxes etc., as contemplated in the Act. Accordingly, the terms VAT/WCT/Service Tax etc. appearing anywhere in the bid document may be read as the applicable tax under the GST Act -2017.

Executive Engineer (E)
Electrical Division No.11/DDA

Notice Inviting Bid

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(E-Tendering Mode)

Executive Engineer (E), Electrical Division No.-11 on behalf of Delhi Development Authority invites online **percentage rate** bids from eligible contractors OR **Specialized agency** who fulfill the eligibility criteria in **two bid system** for the following work up to 3:00P.M. on as per tender notice. **Joint ventures will not be accepted.**

Name of work	:	M/o Scheme under N/A-II South Zone—Contingency of work.
Sub-Head	:	Hiring of Office Assistant

The work is estimated to cost **Rs. 14,75,264/-**. This estimate, however, is given merely as rough guide.

1. Eligibility Criteria: - The Specialized contractor/agencies who fulfill the following eligibility criteria shall be eligible to apply. Joint ventures will not be accepted.

a) Experience Certificate- The specialized firms/agencies shall submit the experience certificate of specialized works satisfactorily completed during the last 7 (seven) years ending last date of the month previous to the one in which tenders are invited.

Three Similar completed works each of value not less than 40% of the estimated cost put up to tender. OR
Two Similar completed works each of value not less than 60% of the estimated cost put up to tender. OR
One Similar completed work of value not less than 80% of the estimated cost put up to tender.

- i. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to last date of receipt of submission for bid.
- ii. Completion certificates should be issued by the officer not below the rank of Executive Engineer or equivalent will have to be furnished along with the application. The completion certificate must clearly indicate: -
 - a. Estimated cost of work.
 - b. Date of start of work.
 - c. Date of actual completion of work.
 - d. Nature and scope of work with item description.
 - e. That the work has been completed satisfactorily without levy.
 - f. Total Cost of work done.

Note:- In case of works executed for the private clients, cost of such works shall be supported by TDS certificates along with VAT / GST and Service Tax return. Self-certification of experience shall not be considered.

iii) **Solvency Certificate or Net Worth Certificate:-**

The bidder should have a Bank Solvency of the amount equal to 40% of the Estimated Cost put to the Tender (ECPT) issued by the Scheduled Bank. This solvency certificate should not be more than Six months old. Or Net Worth Certificate of minimum 10% of the Estimated Cost put to Tender (ECPT) issued by certified Chartered Accountant (On the format prescribed in Form B or B-1).

iv) **Financial Information: -**

The bidder should have average **annual financial turnover** of work equal to at least 50% estimated cost put to the tender (ECPT) during last Five consecutive financial years ending **31st March 2025**

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(Duly audited by chartered accountant) (in (Form- “A”). Year in which no turnover is shown would also be considered for working out the average.

The bidder should not have incurred any loss (Profit after tax should be Positive) in more than Two Years during available last Five consecutive years ending **31st march 2025**.

1. To become eligible for issue of bid, the bidders shall have **to furnish an affidavit on Rs. 100/- Non judicial Stamp paper 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 bidding in DDA in future forever. Also, if such a violation comes to the notice of the Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of earnest money deposit/ performance guarantee.” (Scanned copy to be uploaded at the time of submission of bid).

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.
3. 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.
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/e-procure/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. i) Earnest money shall be deposited through RTGS/NEFT in the account of Senior A.O. CAU(South Zone), DDA having **Account No. 16651110000012 with HDFC Bank, G-8, Hauz Khas, New Delhi-110018 (IFSC Code HDFC 0000467)**. 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 concerned will 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. In such case, minimum 50% of earnest money or **Rs. 20 Lac**, whichever is less, shall have to be deposited through RTGS / NEFT mode. If the amount of E.M is more than Rs.20.00 Lac, then the amount of E.M. beyond Rs.20.00 Lac can be deposited in the form of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders to the e- tendering bidding website within the period of bid submission.

Note: -

1. 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/- + 18% GST

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2.	Class-II	Rs.16,000/- + 18% GST
3.	Class-III	Rs.14,000/- + 18% GST
4.	Class-IV	Rs.10,000/- + 18% GST
5.	Class-V	Rs.6,000/- + 18% GST

2. The bidders 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	E-tendering fees
1.	Up to Rs.15.00 lakh	Rs.6,000/- + 18% GST
2.	Above Rs.15.00 lakh to 20.00 Crores	Rs.20,000/- + 18% GST
3.	Above Rs.20.00 Crore	Rs.50,000/- + 18% GST

Proof of payment to CRB/DDA through RTGS / NEFT / DD to be uploaded.

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.”

8. The bid submitted shall become invalid and e-tender processing fee shall not be refunded if
- 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 bidder in the office of tender opening authority.
 - The bidder does not deposit physically EMD within a week of opening of bid.
 - 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 tenderer.
9. The contractor, whose bid is accepted, will be required to **furnish Performance Guarantee in accordance with the modification in Para 5.2 for CPWD Works Manual 2024**, 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 State Bank of India in accordance with the prescribed form.

Note – As per modification in Para 5.2 for CPWD Works Manual 2024, the provisions for submitting performance guarantee are as follow:-

- The bidder will submit performance guarantee of 5%(i.e. Standard PG), if the quoted bid amount is upto 80% of Estimated cost put to tender (ECPT).
- A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender. In this case the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be 0.8A – 0.7A).
- The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.

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In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and Program chart (Time and Progress) within the period specified in Schedule F.

10. 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.
11. 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.
12. 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.
13. 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 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.
14. 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.
15. The bids for the work shall remain open for acceptance for a period of **30 (thirty)** days from the date of opening of bids in case of Single-Bid System and **75 (Seventy-Five)** days from the date of opening of technical bids in case bids are invited in 2 or 3 Bid System. Further
 - (i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty of forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - (ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to

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forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued of not.

- (iii) In case of forfeiture of earnest money as prescribed in Para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.

(i) 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.
(ii) 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 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.

16. 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: -
- 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.
 - Standard NIT Form or other Standard form as applicable.
17. In case any discrepancy is noticed between the document as uploaded at the time of submission of the bid online and then the bid submitted shall become invalid and 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 retendering process of the work.
18. (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 tender and if any contractor is not prepared to execute the work at the terms and conditions contained in the tender documents, he is requested not to tender for this work. It may be noted that if any contractor chooses to submit conditional tender in spite of clear direction given above, his tender is liable to be summarily rejected and his full Earnest Money shall stand forfeited. He will also be liable for being debarred from tendering in DDA for a period of six months.
- (b) Monthly payment to the contractor will be made when gross amount of the work done during the previous months is not less than 10% of tendered value (as per schedule "F")
19. (a) **GST, purchase tax, turnover tax or any other tax in respect of the contract shall be payable by the contractor and DDA will not entertain any claim whatsoever in this respect.**

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- (b) (i) 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.
- (ii) The Contractor must produce certificate of registration of GST under Delhi GST Act 2017 and tax clearance certificate thereof from the concerned department (s).
20. Tenderers may refer Press Tender Notice/detailed tender notice in e-tendering website for any corrigendum/amendments in the tender.
21. 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
22. 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.
23. 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.
b) Monthly payment to the contractor will be made when gross amount of the work done during the previous month is not less than Rs.5 lac.
24. (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 of the same.
 (b) Contractor must produce certificate of registration of CGST/IGST/UTGST/SGST under GST Act-2017 and tax clearance certificate
25. **Labour Cess:** Cess under the provisions of the buildings and other constructions workers (RE&CS) Act-1996 and the building and other construction workers welfare cess Act 1996 @ 1% of the constructions/ projects 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.
26. Bidders may refer Press Bid Notice/detailed bid notice in e-bidding website for any corrigendum/amendments in the bid.
27. DDA will not be responsible for not getting internet connection/power supply while downloading the electronic bid sheets/documents or while uploading their bids.

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28. (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 terms & 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
 Electrical Division - 11
 For and on behalf of DDA, New Delhi
 Dated

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INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING

General:

- 1.1 Letter of transmittal and forms for deciding eligibility.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.
- 1.3 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.4 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called by the Employer.

2.0 Definitions:

- i) In this document the following words and expressions have the meaning hereby assigned to them.
- ii) Employer: Means the DDA, acting through the Executive Engineer (E), ELD - 11, D.D.A.
- iii) Bidder: Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- iv) "Year" means "Financial Year" unless stated otherwise.

3.0 Method of application:

- a) If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- (ii) If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- iii) If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

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- iv) If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4.0 Final decision making authority.

The employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

5.0 Site visit

The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

4.0 LETTER OF TRANSMITTAL

The bidder should submit the letter of transmittal attached with the document.

5.0 Opening of Financial bid

After evaluation of applications, a list of short listed agencies will be prepared. Thereafter the financial bids of only the qualified and **technically** acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives. The bids shall remain valid for 75 days from date of opening of Technical bid.

6.0 AWARD CRITERIA

- 7.0 The employer reserves the right, without being liable for any damages or obligation to inform the applicant, to :

- (a) Amend the scope and value of contract to the applicant.
- (b) Reject any or all of the applications without assigning any reason.

- 7.1 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

8.0. Care in Submission of Tenders:

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PERCENTAGE RATE TENDER AND CONTRACT FORM

Name of work& Sub-Head	:	M/oScheme under N/A-II South Zone—Contingency of work Hiring of Office Assistant
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- i) To be submitted through E-Tendering up to 3.00 pm on to Executive Engineer, Division no. -11
- ii) To be opened through E-Tendering at 3.30 pm on by the Executive Engineer, Division no. –11

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.

The bids for the work shall remain open for acceptance for a period of **30 (Thirty) days** from the date of opening of bids in case of Single-Bid System and **75 (Seventy-five) days** from the date of opening of technical bids in case bids are invited in 2 or 3-Bid System.

A sum of **Rs. 29,505/-** deposited in the account of Sr. A.O (CAU) 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 receipt treasury challan/deposit at call receipt of a scheduled bank / fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/ bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be.) 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

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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."

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.

I/we hereby tender for the execution of above work and quote my rates at % above/ below on the schedule amount

Signature of witness

Signature of contactor

Name:

Name:

Address:

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 Rs. _____*
(Rupees _____*)

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

- i)
- ii)
- iii)

For & on behalf of Delhi Development Authority

Signature _____

Designation: Executive Engineer

Division : ELD-11/DDA

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General Rule 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 Newspaper 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, 1952.
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. In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if: -
 - i. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
 - ii. The percentage above /below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
 - iii. The percentage quoted above /below is different in figures & words on the total amount of tender or any section/sub head of the tender.

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.
- 4B. In case the lowest tendered amount (estimated cost $\pm$ amount worked on the basis of percentage above/below of two or more contractors is same , such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentages above/below on estimated cost of tender including all sub sections/sub heads as the case may be , but the revised percentage quoted above /below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.
In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

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

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

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of Any Intending contractors who may be present at the time.
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. 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 actually filled figures and words, so that there is no discrepancy.
9. 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. 2.2.25P and in case of words the word `Rupees` should precede and the word `Paissa` should be written at the end.
10. (i). **The contractor whose tender is accepted will be required to furnish the performance Guarantee as mentioned in 'Schedule E' and within the period specified scheduled F.** This guarantee shall be in the form of cash (in case guarantee amount is less than Rs 10,000/-) or deposit at call received of any scheduled bank/Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/pay order of any scheduled any bank (in case guarantee amount than Rs 1, 00,000/-) or Govt. securities fixed deposit receipts or guarantee bonds of any scheduled bank or the state Bank of India in accordance with the prescribed form.
 (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 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 accept in cash or in 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.
11. 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.

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12. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
13. The contractor shall give a list of both Gazetted and non-Gazetted DDA employees related to him.
14. The tender for composite work includes, in addition to building work, all other works such as Sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths etc.
15. The contractor shall submit list of works which are in hand (progress) in the following form: -

Name of Work	Name and particulars of Division where work is being executed	Value of work	Position of Work 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 Siteshall 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 Contractorshall 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 assigns 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

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shall be payable on the parts of work assigned to other agency(s) by the contractor as per terms of the contract.

Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents 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 labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

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**

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.

- 1.1 In the case of discrepancy between the schedule of Quantities, the Specification and / or Drawing , the following order of preference shall be observed:-

- i. Description of Schedule of Quantities.

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- ii. Particular Specification and Special Condition, if any.
- iii. Drawings.
- iv. CPWD Specifications.
- v. Indian Standard and Specifications or B.I.S.

1.2 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.

9. **Signing of Contract**

The successful bidder/ 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 letter 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 tender document as mentioned in Schedule 'F' consisting of:
 - a) Various Standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
 - b) Safety Code
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed by DDA or its contractors.
 - d) Contractors labour regulations.
 - e) List of Acts and omissions for which fines can be imposed.
- 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 at specified percentage of tendered amount or estimated cost put to tender, whichever is higher as mentioned in 'Schedule E'**, 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.

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

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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CLAUSE 2**Compensation for Delay**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause-5 (excluding any extension under clause-5.5) as well as any extension granted under clauses-12 & 15, he shall, without prejudice to any other right or remedy available under the law to the DDA on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Authority specified in Schedule F (whose decision in writing shall be final & binding) 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 work on per day basis 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 remain incomplete on final justified extended date of completion. If the Engineer in Charge decided 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. 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 DDA. In case, the contractor 13 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 amount on failure to achieve a milestone, shall be automatic without any notice to

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the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 2A : NOT APPLICABLE

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 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

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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 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 DDA shall have powers:
 - xii) (a) To determine the contract as aforesaid so far as performance of work by the contractor is concerned (of which termination 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 DDA.
 - (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 purchases 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 given notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 15 days Neither Party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

CLAUSE 4

Contractor liable to pay Compensation even if action not taken under Clause 3

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not

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constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Schedule 'F' or from the date of handing over of the site, noticed by the Engineer – in- Charge whichever is later. However, the handing over the site by the Engineer in charge, in full or in part (if so provided in contract), shall be completed within 2 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 DDA without prejudice to any other right or remedying available in law.

5.1i) As soon as possible but within 7(seven) working 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 designs 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 30 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 decision 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.

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iii) The approved 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 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 for entry in the hindrance register (physical or web-based as prescribed in schedule 'F') but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer in charge to proceed with the work.

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 for any reason/event, for which the Department is responsible, the contractor 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

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 milestones 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

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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 milestones. Such extension or rescheduling of milestones shall be communicated to the Contractor by the authority as indicated in schedule 'F' in writing, within 30 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 Engineer in charge 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 extension dated; 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 of delay of such extension of time.

CLAUSE 6 : DELETED

CLAUSE 6 A

Measurement of Work done through Mobile APP. (E-Measurement)

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 items having financial value shall be entered in E measurement book on DDA App. And/or level field book by the contractor as per procedure laid down by DDA through circular/guidelines issued from time to time. Contractor will not be entitled for any additional payment for doing measurements on E measurement book. The contractor will be responsible for submitting the measurements in the E measurement book App. This will be checked by the Junior Engineer/Asstt. Engineer/Executive Engineer concerned on the App. Itself.

However, all levels shall be taken jointly by Engineering-in-charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of 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 this 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 and shall be binding upon him.

The contractor shall without extra charge, provide all assistance with every appliance, labour and other things necessary for measurement 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

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accordance with the relevant standard method of measurement issued by the Bureau of India 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 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 any work without consent in writing of the Engineer-in-charge or his authorized representative in charge of 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 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 there of 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 measurement 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 notice till completion of the defects liability period. E-measurement shall also be put in public domain.

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. TwoLac, 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 Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payments/adjustment of advances for the material collected, if any, since the last payment is less than the amount specified in schedule 'F', in which case the interim bill shall be prepared on the appointment 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 what so ever 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 some to which the contractor is considered entitled by way of interim payment as 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 bill by the Contractor to the Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the department, or dismantled materials, if any. In case of works outside the headquarters of Engineer-in-charge, the period of 10 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

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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 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 foundation, 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: Not Applicable.

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.

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 or sub-contractor of engaged to the Engineer-in-Charge.

CLAUSE 8

Completion Certificate and Completion Plans

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

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the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 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 9

Payment of Final Bill

The final bills shall be submitted by 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 recorded 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 three months the period specified here in under, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge or his authorized Asstt. Engineer/Junior Engineer, complete with account of materials issued by Department and dismantled materials if any.

- | | |
|--|----------|
| a) If the tendered value of work is up to Rs. 45 lac : | 2 months |
| b) If the tendered value of work is more than Rs. 45 lac and upto Rs. 2.5 crore: | 3 months |
| c) If the tendered value of work exceeds Rs. 2.5 crore: | 6 months |

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 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 department shall not entertain any claim from contractor for any loss or damages on this account.

CLAUSE 9A

Payment of Contractor's Bills to Banks

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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 favor 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 have access to the works and to all workshops and places where work is being prepared or from where materials,

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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

Secured Advance on Materials

- i) 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.
- ii) 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 :

Payment on account of increase in prices/wages due to statutory order(s)

If after submission of tender, if the price of any material incorporated in the work and/ or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Government shall in respect of materials incorporated in the works

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and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

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 and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.

CLAUSE 10CC:Not applicable.

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. No escalation shall be paid for the work executed in extended contract period even if extension of time is granted without any action Clause 2 and no such compensation shall be payable for a work for which the stipulated period of completion is 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)

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- (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)
- (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, $M = C + F + I - J$
 $N = 0.85 M$

$$W = N$$

(iii) Components for materials(except cement, reinforcement bars, structural steel 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 "E". 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 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 and other materials cover under clause 10CA)/electrical component of construction 'materials'

$$V_m = \frac{W \times X_m \times MI - M_{lo}}{100 \times M_{lo}}$$

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

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

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

MI = All India wholesale price Index for civil component/electrical component* of construction material as worked out on the basis of All India wholesale price index for individual Commodities/Group items for the period under consideration as published by Economy Advisor to Govt. of India, Ministry of Industry and Commerce and applying weight ages 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 stipulated date of completion or the prevailing index of the period under consideration, whichever is less shall be considered). If updated stipulated date of completion as calculated on pro-rata basis does not cover full calendar month then indies will be considered or restricted to previous month.

M_{lo} = 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

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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 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 :

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

100 Llo

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

W = Value of work done, worked out as indicated in sub-Para(ii) 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 stipulated date of completion or the Index prevailing on the last date of the quarter previous to the one under consideration, whichever is less shall be considered).

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 principles will be followed while working out the compensation as per subpara (vi) above.
- (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.

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- (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 case of Contracts in which the stipulated period of completion of the work is 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 the provision of the preceding Clause 10C and 10CA shall not be applicable for contracts where provision of the Clause are applicable but in cases where provision of the Clause are not applicable, the provision of Clause 10C and 10CA will become applicable.
 - (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 10 CC are not applicable, provisions of clause 10C and 10CA will become applicable.

Note:- Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10C and 10CC

The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, 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,

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designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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 other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost shall, in no case, exceed 1.5 times the contract amount. Contractor will devise a system to keep a watch on quantum of work taken up vis-à-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra item(s), deviation(s) so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid. Engineer-in-Charge will verify and confirm the alerts before assigning deviation(s) and / or extra item(s) to the contractor, if additional work(s) is required to complete defined scope of work beyond above limit then Engineer-in-Charge may take up such work(s) separately. The contractor will not have any claim(s) whatsoever on this account.

12.1 The time for completion of the work shall, in the event of any deviation(s) and extra item(s) resulting

in additional cost over the contract amount will be extended if requested by the contractor, as follows:

- (i) In the proportion to the additional cost of the altered, additional or substituted work, bears to the original contract amount plus
- (ii) 25% of the time calculated in (i) above.

12.2 Deviation, Extra Items and Pricing

(a) Non-schedule extra item(s) – The contractor shall within fifteen day of the receipt of order to execute extra item(s) or occurrence of the item(s), submit analysis of rate of extra item(s) based on the rate(s) of material(s) available in basic rate of standard schedule F and mentioned in schedule F and rate(s) of the material(s) based on tax paid bills which are not available in standard schedule of rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in schedule F rate(s) mentioned in schedule F will be enhanced or reduced by the applicable cost index, as the case may be.

The rate(s) of the material(s) which are not available in standard schedule of rates, mentioned in schedule F, shall be based on tax paid bill(s) for the material(s) as defined in manufacturer's specification.

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Material rate(s) from standard schedules of rate(s) shall be given priority in the analysis of rate(s). The rate of extra item will be:

- (i) Analyzed rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.
- (ii) Analyzed rate, if the contract amount is above the estimated amount is above the estimated amount put to tender.

Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits analysis of rate(s) of extra item(s) in the manner prescribed above, the Engineer-in-charge shall within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rates and other documents submitted by the contractor determine the rate(s) of extra item(s). The contractor shall be paid in accordance with the rate(s) so determined.

However, provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-charge. Invoice shall be accepted only for material(s) not available in the standard schedule of rates mentioned in schedule F. The contractor while submitting the tax paid bill of purchased material(s) shall ensure that rate(s) of the materials are reasonable and lowest available in the market. If Engineer-in-charge feels rates in tax paid bill(s) submitted by contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-charge is the final authority to decide applicable rate(s) of material(s).

(b) Scheduled Extra Items

- (i) For percentage rate tender, the extra item(s) shall be paid as per the standard schedule of rates mentioned in schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/ below quoted by the contractor on estimated cost put to tender.
- (ii) For item rate tender, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (Contract amount divided by estimated cost put to tender). The rate(s) of extra item(s) so determined by the Engineer-in-charge shall be final and binding on the contractor.

12.3 Deviation, Deviated Quantities, Pricing - All the deviated quantities shall be paid at agreement rates.

12.4 Deleted

12.5 Cost Index: Latest available cost index at the time of beginning of execution of extra item(s) shall be used in sub-clauses 12.2(a) and 12.2(b) for calculation of rate(s) of extra item(s).

12.6 Labour rates: Labour rates will be based on latest available circulars issued by Central Govt. or State Govt. whoever are higher as well as applicable for the work.

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 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 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.

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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 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 of 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

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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

(iii) 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, 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 Government 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 Government 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

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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;
- 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

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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.

Provided, further, that the contractor shall not be entitled to claim any compensation from DDA for the loss suffered by him on account of delay by DDA in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force Measure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the DDA.

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 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

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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 accept 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.

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

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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 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 abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The Contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

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

CLAUSE 19B

Payment of Wages

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- 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-authorized 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.

(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 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.

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ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

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

Failing which the contractor shall be liable to pay to 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.

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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 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 arrange appropriate accommodation for his/ their labour employed which should have proper doors windows, ventilation, water supply, drainage, & sanitary installation etc.

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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 skill worker

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 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 Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the

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project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. 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 what so ever shall be entertained.

CLAUSE 19L

Contribution of EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-Charge to the contractor on actual basis. The 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.

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

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Life cycle cost

The contractor shall have obligation to rectify construction defects minimum upto 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 issues of notice by Engineer-in-charge.

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 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 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 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 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 EM/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 EM/DDA 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~~

~~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 Tendered amount is Rs. 100 Crore or less. Where Tendered Value is more than Rs. 100 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.~~

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~~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 DRG.~~

~~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 (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.~~

~~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/-
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

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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 laes

- (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 and action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against DDA in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the DDA if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

Lump sum Provisions in Tender

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 28

Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications, if not available then as per 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

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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.

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

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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 31

Hire of Plant & Machinery

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

Clause 32:

Employment of Technical Staff and employees

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.

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

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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 one 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 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

- (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.

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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 Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 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 Government 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, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

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 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 relative is posted as Divisional Accountant or as an office 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.

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Note:- By the term “Near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, 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 material issued in the work shall be calculated on the basis and method given here under:-
 - (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 lap pages, 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' Form on 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 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

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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 up to 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 up to Rs. 5,000/- and by the Superintending Engineer concerned for a higher amount. The contractor shall be paid for the damages/ destruction suffered and for the 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. 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 the 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

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

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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 ladder, this width should be increased at least ¼" for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. 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.

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

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- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapor proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard is an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

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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 contained lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
 - i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of DDA
 - viii) DDA may require, when necessary medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
 - i) a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine

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or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned
- 12. Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
- 16. Notwithstanding the above clauses from 1 to 15 there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

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

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

- i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:
 - a) For work places in which the number of contract labour employed does not exceed 50
Each first-aid box shall contain the following equipments:
 - 1. 6 small sterilized dressings.
 - 2. 3 medium size sterilized dressings.
 - 3. 3 large size sterilized dressings.
 - 4. 3 large sterilized burn dressings.
 - 5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
 - 6. 1 (30ml.) bottle containing sal volatile having the dose and mode of administration indicated on the label.
 - 7. 1 snakebite lancet.
 - 8. 1 (30 gms.) bottle of potassium permanganate crystals.
 - 9. 1 pair scissors.
 - 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 - 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 - 12. Ointment for burns.
 - 13. A bottle of suitable surgical antiseptic solution.
 - b) For work places in which the number of contract labour exceed 50
Each first-aid box shall contain the following equipments:
 - 1. 12 small sterilized dressings.
 - 2. 6 small size sterilized dressings.
 - 3. 6 large size sterilized dressings.
 - 4. 6 large size sterilized burn dressings.
 - 5. 6 (15 gms.) packets sterilized cotton wool.
 - 6. 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.
 - 7. 1 (60 ml.) bottle containing Sal volatile having the does and mode of administration indicated on the label.
 - 8. 1 roll of adhesive plaster.

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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.

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.

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- 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.
- 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.

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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 sft.) 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.

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 from 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 month or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or.
 - c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.
- i) No person below the age of 14 years shall be employed to act as a workman.
- ii) **Fair Wages** means wages whether for time or piecework fixed and notified under the provisions of the Minimum Wages Act from time to time.
- iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a sub-contractor.
- iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

- 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

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rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

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

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

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

5. **PAYMENT OF WAGES**

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

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in the "Register of Wages" or the "wage-cum-Muster Roll" as the case may be in the following form :

"Certified that the amount shown in column No. ----- has been paid to the workman concerned **through bank account of labour** on ----- at -----

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

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

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

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

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

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

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

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

vi) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (F&A) rules 1971 (Appendix-XII).

vii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).

viii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) rules 1971 (Appendix-XIV).

8. ATTENDANCE CARD-CUM-WAGE SLIP

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

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9. **EMPLOYMENT CARD**

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

10. **SERVICE CERTIFICATE**

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

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

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

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

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

13. **REPORT OF LABOUR OFFICER**

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

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

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

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

15. **PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - a) An officer of a registered trade union of which he is a member.

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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 this workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

17. SUBMISSION OF RETURNS

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

18. AMENDMENTS

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

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 D- }NIL
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PROFORMA OF REGISTERS

Appendix 'I'

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor -----

Name and location of the work -----

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

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

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

A- }
 C- }
 D- }NIL
 OW- }

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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

A- }
 C- }
 D- }NIL
 OW- }

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LABOUR BOARD

Name and work -----

Name of Contractor -----

Address of Contractor -----

Name and address of Division -----

Name of Labour Officer -----

Address of Labour Officer -----

Name of Labour Enforcement Officer -----

Address of Labour Enforcement Officer -----

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

Weekly holiday -----

Wage period -----

Date of payment of wages -----

Working hours -----

Rest interval -----

A- }

C- }

D- }NIL

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Form-XIII (See rule 75)

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer -----

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

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C- }
D- }NIL
OW- }

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MUSTER ROLL

Name and address of contractor -----

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

Nature and location of work -----

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

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

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C- }
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Form-XVII
REGISTER OF WAGES

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer ----- Wages Period: Monthly/ Fortnightly

							Amount of wages earned								
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	Basic wages	Dearness allowances	Overtime	Other cash payments (Indicate nature)	Total	Deductions if any, (indicate nature)	Net amount paid	Signature or thumb impression of the workman	Initial of contractor or his representative
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

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Wage Card No. -----

WAGE CARD

Name and address of contractor -----

Date of Issue -----

Name and location of work -----

Designation -----

Name of workman -----

Month / Fortnight -----

Rate of Wages -----

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

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

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

Signature

A- }
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D- }NIL
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Form-XIX [See rule 78(2) b]

WAGES SLIP

Name and address of contractor -----

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

Nature and location of work -----

For the Week/ Fortnight/ Month ending -----

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

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

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

4. Amount of overtime wages -----

5. Gross wages payable -----

6. Deduction, if any -----

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

Initials of the Contractor or his representative

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C- }
D- }NIL
OW- }

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Form-XIV [See rule 76]
EMPLOYMENT CARD

Name and address of contractor -----

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

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

Name and address of Principal Employer -----

1. Name of the workman -----

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

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

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

5. Wage period -----

6. Tenure of employment -----

7. Remarks-----

Signature of Contractor

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 C- }
 D- }NIL
 OW- }

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Form-XV (See rule 77)
SERVICE CERTIFICATE

Name and address of contractor -----
 Name and location of work -----
 Name and address of workman -----
 Age or date of birth -----
 Identification marks -----
 Father's/Husband's name -----
 Name and address of establishment in under which contract is carried on -----
 Name and address of Principal Employer -----

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

Signature

A- }
 C- }
 D- }NIL
 OW- }

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LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

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

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 C- }
 D- }NIL
 OW- }

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

REGISTER OF FINES

Name and address of contractor -----

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

Name and address of Principal Employer-----

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

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C- }
D- }NIL
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Form-XX [See rule 78(2) d]

REGISTER OF DEDUCTION FOR DAMAGE OR LOSS

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

S.No	Name of 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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 D- }NIL
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Form-XXII [See rule 78(2)d]

REGISTER OF ADVANCES

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

S.N o.	Name of Workman	Father's/ Husband's name	Designation / nature of employment	Wage period and wages payable	Date and amount of advance given	Purpose(s) for which advance made	Number of installments by which advance to be repaid	Date of amount of each installment repaid	Date on which last installment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

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

REGISTER OF OVERTIME

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

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

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Notice for appointment of Arbitrator
(Refer Clause 25)

To

The Chief Engineer/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 and arbitrator for settlement of dispute mentioned below:

- a. Name of applicant
- b. Whether applicant is individual/Prop. Firm/Partnership Firm/Ltd. Co.
- c. Full address of applicant.
- d. Name of the work and contract number in which arbitration sought
- e. Name of the Division which entered into contract
- f. Contract amount in the work
- g. Date of Contract
- h. Date of initiation of work
- i. Stipulated date of completion of work
- j. Actual date of completion of work (if completed)
- k. total number of claims made
- l. Total amount claimed
- m. Date of intimation of final bill (if work is completed)
- n. Date of payment of final bill (if work is completed)
- o. Amount of final bill (if work is completed)
- p. Date of request made to SE for decision
- q. Date of receipt of SE's decision.
- r. Date of appeal to you
- s. 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.
- 4.

Yours faithfully,

(Signature)

Copy in duplicate to:

1. The executive Engineer Division

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 OW- }

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FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING OF MILESTONES
(Refer Clause 5.3)

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no.
4. Estimated amount put to 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. Rescheduling of milestones done previously.

Milestone already Rescheduled	No.	Letter No. and Date	Rescheduling of Milestones Done	
			Original Date	Scheduled Date
Milestone				
Milestone				

Rescheduling of Milestones applied for

Milestone No. for which Rescheduling is Applied	Original rescheduled Date	/	Details and Period of Hindrances	Comments of Executive Engineer	Proposed Rescheduled Date of
Milestone					
Milestone					
.....					

Submitted to the Sub Divisional Officer

Signature of Contractor

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 D- }NIL
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APPENDIX – XVIII (Refer Clause 5)**FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME**

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

	Letter No. and date	Extension granted	
		Months	Days
(a) 1 st extension			
(b) 2 nd extension			
(c) 3 rd extension			
(d) 4 th 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
Date

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Annexure-XIX

(FORM 31)

INDENTURE FOR SECURED ADVANCES (Referred to in paragraphs 10.2.20 and 10.2.22 of CPWA 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 expressions shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the PRESIDENT OF INDIA (hereinafter called the President which expressions shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

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

(1) That the said sum of Rupees so advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or toward 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

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

(5) That the said materials shall not on any account be removed from the site of the said work except with the written permission of the Divisional officer or an officer authorized by him on that behalf.

(6) That the advance 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 the represents 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 President 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 their payment to the President 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 This said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment therein 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) Seize and utilize the said materials or any part thereof in the completion of the said work 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

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advances under the represents 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 rate 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 these 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 excepting the event of such default on the part of the Contractor as aforesaid interest on the said advances shall not be payable.

(10) That in the event of any conflict between the provisions of the represents and the said agreement the provisions of the represents shall prevail and in the event of any dispute or difference arising over the construction or effect of the represents 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 Signed

by

By the order and direction of the President in the presence of

Signature

Witness Name

..... Address

A- }
C- }
D- } NIL
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PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities, enclosed on separate sheets at page 135.

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

S.No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor.	Place of issue
1	2	3	4	5
----- NIL -----				

: SCHEDULE 'C'			
Tools and plants to be hired to the contractor			
Sl. No.	Description	Hire charges per day	Place of issue
1	2	3	4
----- NIL -----			

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

SCHEDULE 'E'	
Reference to General Conditions of contract: (GCC EPC Projects 2022/GCC Maintenance Works 2023/GCC Construction Work 2023)	
Name of work:	M/oScheme under N/A-II South Zone—Contingency of work
SH:	Hiring of Office Assistant
Estimated cost of work:-	Rs. 14,75,264/-
(i) Earnest money:-	Rs.29,505/-
(ii) Performance Guarantee:-	(a) 5% of tendered value or Estimated Cost Put to Tender (ECPT), whichever is higher. (b) Where the tendered amount is less than 80% of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) as mentioned above, shall be increased by an amount equal to the difference between 80% of ECPT and tendered amount.
(iii) Security deposit:-	2.5% of tendered value.

SCHEDULE 'F'
General Rules & Directions

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Officer inviting tender:		Ex. Engineer (E) / Electrical Division No.11
Definitions:		
2 (v)	Engineer-in-Charge	Executive Engineer (E) / Electrical Division no. 11
2 (viii)	Accepting Authority	Executive Engineer (E) / Electrical Division no. 11
2 (x)	Percentage on cost of materials and labour to cover all overheads and profits.	15%
2 (xi)	Standard schedule of Rates	DSR (E & M) 2025
2 (xii)	Department	DDA
9 (ii)	Standard CPWD contract form	CPWD Contract form 7 (Percentage rate) GCC 2019.as modified and corrected up to date.
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. (ii)Maximum allowable extension with late fee @ 0.1% per day provided in (i) above.		15 days 15 days
Clause 2 Authority for fixing compensation under Clause- 2.		Executive Engineer (E) / Electrical Division no. 11
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 commencement of work.
Time allowed for execution of work		12 Months
Table of milestone		Attached
Authority to decide: i) Extension of time ii) Rescheduling of mile stones iii) Shifting of date of start in case of delay in handing over of site		Executive Engineer (E) / Electrical Division no. 11 Executive Engineer (E) / Electrical Division no. 11 Executive Engineer (E) / Electrical Division no. 11
Clause 5.4: Recovery for delay in submission of the modified programme		
Clause 6, 6A Clause applicable – (6 or 6A)		6

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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 2024 amended up to date	
Clause 7 A Whether Clause 7A shall be applicable.	N/A	
Clause 10A List of testing equipment to be provided by the contractor at site lab.	N/A	
Clause 10-B(ii) Whether Clause 10 B (ii) shall be applicable	No	
Clause 10C Component of Labour expressed as percent of value of work	70%	
Clause 10CC	Not applicable	
Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	(Not applicable)	
Schedule of component of other materials, Labour etc. for price escalation.	Xm.....%	N/A
Component of civil (Except materials covered under clause 10 CA)/ Electrical construction materials expressed as percent of total value of work.		N/A
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	CPWD General Specifications for Electrical Works Part-I, II & IV, as amended up to date, relevant I.E. Rules, BIS/IEC.	
Clause 12 Type of work *** _____ *** To be filled by NIT approving authority either project and original work or maintenance works including works of up-gradation, aesthetic, special repair, addition / alteration in buildings. The items related to road work like up-gradation / 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.	Maintenance Work	

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New road construction works and the strengthening of road surface shall be considered as original works.		
Clause 12.2 & 12.3		
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		No Limit
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 Competent Authority for deciding reduced rates.		Executive Engineer (E) / Electrical Division no. 11
Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site.		As per site requirement.
Clause 19 C Authority to decide penalty for each default		Executive Engineer (E) / Electrical Division no. 11
Clause 19 D Authority to decide penalty for each default		Executive Engineer (E) / Electrical Division no. 11
Clause 19 G Authority to decide penalty for each default		Executive Engineer (E) / Electrical Division no. 11
Clause 19 K Authority to decide penalty for each default		Executive Engineer (E) / Electrical Division no. 11
Clause 25		
Constitution of Dispute Redressal Committee (Jurisdiction shall be Delhi)		Chairman: CE (other than under whose jurisdiction work falls) Member: Director (Works) Member: SE (other than under whose jurisdiction work falls) 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.

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	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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TABLE OF MILESTONE(S)

S.No.	Financial Progress	Time Allowed (From Date of Start)	Amount to be withheld in case of non-achievement of Milestone
--------------	---------------------------	--	--

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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Requirement of Technical staff for work in compliance of clause 36 (i)

Cost of Work (Rs. in Crore)	Requirement of Technical staff for E&M Works		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 Staff to be Deployed)			
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	12 (and having experience of one similar nature of work)	Deputy Project manager	Rs. 40,000/- per month per person
	Graduate Engineer or Diploma Engineer	1	5 or 10 respectively	Project / Site Engineer	Rs. 25,000/- per month per person
	Graduate Engineer	1	8	Quality Engineer	Rs. 25,000/- per month
	Diploma Engineer	1	8	Surveyor	Rs. 15,000/- per month
	Graduate Engineer	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 Engineer or Diploma Engineer	1	5 or 10 respectively	Project / Site Engineer	Rs. 25,000/- per month per person
	Graduate Engineer or	1	2 or 5	Project Planning / quality / billing	Rs. 15,000/- per month per person

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	Diploma Engineer		respectively	Engineer	
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 Engineer or Diploma Engineer	1	5 or 10 respectively	Project / Site Engineer	Rs. 25,000/- per month per person
	Graduate Engineer or Diploma Engineer	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 Engineer or Diploma Engineer	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 Engineer or Diploma Engineer	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 Engineer 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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D- }NIL
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LETTER OF TRANSMITTAL

From:

To,

**The Executive Engineer
ELD-11, DDA
New Delhi**

Subject : Submission of bids for the work of

.....
.....
.....

Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statements made and information supplied in the enclosed forms and "accompanying statements are true and correct.
2. I/we have furnished all information and details necessary and have no further pertinent information to supply.
3. I/we submit the requisite certified Networth certificate. I/we also authorize Executive Engineer to approach individuals employers, firms and corporation to verify our competency and general reputation.
4. I/we submit the following certificate in support of our suitability technical knowhow and capability for having successfully completed the following eligible similar works:

Name of Work	Certificate from

Certificate:

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us found to be incorrect. Enclosures:

Seal of bidder

Date of Submission

SIGNATURE OF BIDDER(S)

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C- }
D- }NIL
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FINANCIAL DETAIL**FORM A**

1. Financial Analysis – Details to be furnished duly supported by figure in Balance Sheet /Profit and Loss (Standalone finance statement and consolidated financial statement both) account for the last five years duly certified by the Chartered Accountant as submitted by the applicant to the Income Tax Department (Copies to be attached)

2020-21	2021-22	2022-23	2023-24	2024-25

Note:- The financial years shown here are indicative. The bidder must have to submit the financial details of immediate last five consecutive financial years previous to one in which the tender is being called.

- (i) Gross Annual turn-over on construction works
(Rs. in Lacs)
- (ii) Profit/Loss (Rs. in Lacs) (Standalone finance statement and consolidated financial statement both)
2. Financial arrangement for carrying out the proposed work.

(SIGNATURE OF BIDDER)

Signature of Chartered Accountant with Seal

A- }
C- }
D- }NIL
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FORM 'B'**BANKER CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s..... having marginally noted address, as a customer of our bank are/ is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....).

This Certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) for the bank

Note:-

1. Bankers certificate should be on letter head of the bank addressed to tendering authority.
2. In case of partnership firm, certificate should include name of all partners as recorded with the Bank.

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 C- }
 D- }NIL
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Form-D**Affidavit on Rs. 100/- non judicial stamp paper for similar nature of work**

I/We _____ undertake and confirm that eligible similar works(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 Department, then I/We shall be debarred for bidding in DDA in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

Signature of Bidder(s)

A- }
 C- }
 D- }NIL
 OW- }

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Form-E

UNDERTAKING (on Rs. 100/- non judicial stamp paper)

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:

A- }
C- }
D- }NIL
OW- }

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FORM 'I'**PROJECTS UNDER EXECUTION OR AWARDED (as amended)**

S. No.	Name of work/project	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any and reasons thereof	Name And address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

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 D- }NIL
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FORM "B-1"**FORM FOR CERTIFICATE OF NETWORTH FROM CHARTERED ACCOUNTANT**

"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**

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ANNEXURE-I**GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS
AFTER THE EXPIRY OF MAINTAINANCE PERIOD OF WORK**

The agreement made this day of year two thousand and between (Hereinafter called the Guarantor of the one part) and the Delhi Development Authority (Hereinafter called the DDA of the other part).

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the contract) dated and made between the GUARANTOR of the one part and the DDA of the other part, whereby the contractor, inter-alia, undertook to render the structure in the said contract structurally sound.

AND WHEREAS THE GURANTOR agreed to give guarantee to the effect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing and materials as per this contract.

NOW THIS GURANTOR hereby guarantees that work executed by him will remain structurally stable after the expiry of maintenance period prescribed in the contract for the minimum life of the ten Years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer- in-charge with regard to nature and cause of defect shall be final. During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost. The decision of the Engineer-in-charge as to the cost recoverable from the Guarantor shall be final and binding.

That if guarantor fails to make good all the defects, commits breach hereunder, then the guarantor will indemnify the Principal and his successors against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the DDA, the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the obligator and.....by.....for and on behalf of the DDA on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of :

1. 2.....

SIGNED FOR AND ON BEHALF OF THE DELHI DEVELOPMENT AUTHORITY BY in the presence of:

1. 2.....

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D- }NIL
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ANNEXURE-II**FORM OF PERFORMANCE GUARANTEE-BANK GUARANTEE BOND**

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

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

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to end page (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 too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

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

6. Notwithstanding any other practice in existence, or any prior agreement or written negotiations having taken place, or any tender condition, or any other clause or covenant in this agreement or any document referred to in this agreement, any provision in the GCC or CPWD Manual, or any circular, guideline, direction or any rule or regulations, 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 arbitrations or any other alternate dispute redressal mechanism.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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BANK GUARANTEE FORM OF EARNEST MONEY

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 **seventy-five (75) days** from the due date of opening of technical bid.

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D- }NIL
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GENERAL CONDITIONS

1. Before tendering, the tenderer shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, nature of soil, availability of materials, extent of leads and lifts involved in the work (over the entire duration of Contract) including local conditions, traffic restrictions, obstructions and other conditions for satisfactory execution of the work. He should take into consideration all such factors and contingencies, while quoting his rates. No claim whatsoever shall be entertained by the Department on this account.
2. The Contractor must study the Specifications and conditions carefully before tendering for the work to be executed.
3. The Architectural, structural and other services drawings for the work shall at all-time be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
4. The Contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-Charge. Nothing extra shall be paid on this account.
5. The work shall be carried out in such a manner so as not to interfere or affect or disturb other works being executed by other agencies, if any. He shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it, in proper sequence to the complete satisfaction of the Engineer-in-charge. Any damage done by the contractor to any existing work shall be made good by him at his own cost. Otherwise the same shall be got done at his risk and cost.
6. The Contractor or his authorized representative should always be available at the site of work to take instructions from Departmental officers, and ensure proper execution of work.
7. All work and materials brought and left upon the ground by the Contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the DDA and the same are not to be removed or taken away by the Contractor or any other person without consent in writing of the Engineer-in-Charge but the DDA shall not be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
8. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the Contractor on all the boulders, metal, shingle, earth, sand, bajri etc. collected by him for the execution of the work directly to the concerned revenue Authority of the State or Central Government. His rates are deemed to include all such expenditure and nothing extra shall be paid.
9. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams and waterways. He shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross-drainage works or public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the Contractor. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.
11. Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected against the damage by the Contractor at his own expense. The Contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

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12. The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidance only).
13. If the agency delays the vacation of occupied area of land after the completion recorded/ stoppage/ rescission of the work, he will be charged at the rate of Rs.1, 50,000/- per month per hectare and the land shall be cleared at the risk & expense of the contractor. The decision of the Superintending Engineer will be final and binding.
14. The Engineer-in-Charge shall not be precluded or stopped for taking any measurements, and framing of estimates or detaining any certification made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed any materials furnished by the Contractors and from showing that by such measurements, estimates or certificates in nature are incorrectly made, such that the Engineer- in-charge shall not be precluded or stopped from recovering from the Contractor such damages as it may be sustained by reason of his failure to comply with the terms and conditions of the Contract.
15. Engineer-in-Charge shall have full powers to send workmen employed on the premises to operate fittings and other work not included in the Contract for whose operation the Contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such manner as not to hinder the progress of the work included in the Contract.
16. The Contractor shall execute his work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors or piece meal workers or by the Engineer-in-Charge and shall as far as possible arrange his work, shall place and dispose off the materials; being used or removed, so as not to interfere with the operations of the other Contractor, piece meal workers, or of DDA or other Departments. He shall arrange his work with that of the others in an acceptable manner and shall perform it in proper sequence to complete satisfaction of Engineer-in-charge.
17. Any permission, if required from police authorities or other Departments for closing or cutting of the road will be obtained by the Contractor at his own expense. He will have no claim for any financial loss or extension of time on this account.
18. The Contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the Department concerned. The Department will however, make all reasonable recommendations to the Authority concerned in this regard.
19. No foreign exchange shall be made available by the Department for the purpose of procurement of equipment, Plants, Machinery, materials of any kind or any other items required to be carried out in execution of work.
20. No payment will be made to the Contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained unless specified otherwise.
21. Lowest rate of the item shall be paid in case the item appears in more than one sub-head of schedule of quantities of the same contract.
22. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.
23. The malba/garbage removed from the site shall be disposed off by the Contractor at any suitable place as directed by the Engineer in-charge. Nothing extra shall be payable for this.
24. a) The surplus soil/earth shall be disposed off as per directions of Engineer-in-Charge.
b) The field staff shall keep the record of initial level and final levels of all such low-lying area.
25. The Contractor shall, during the currency of the Contract, when called upon by the Engineer-in-Charge, engage and also ensure engagement of sub-Contractors and other employees by the Contractor in connection with the works, apprentices for such periods

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- as may be required by the Engineer-in-Charge. The Contractor shall then train them as required under the Apprentices Act, 1961 and the rules made there under and shall be responsible for all obligations of the employer under the said Act, including the liability to make payment(s) to apprentices as required under the said Act.
26. The Contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways etc. and other necessary attendant to move and adopt as directed for the inspection or measurements of the works by the Engineer in-charge or his authorized representative.
 27. The layout, alignment and the orientation of the different members of the structural work should be carried out after thoroughly checking the drawing and obtaining clarification, if any from the Engineer-in-Charge. The setting out work should be carried out by the precision surveying instruments and got approved from the Engineer-in-Charge. The Contractor shall arrange the necessary equipment and instruments.
 28. Where directed by the Engineer-in-Charge, the Contractor shall provide permanent bench marks. Likewise, any other levels or line or points specifically required by the Engineer-in-Charge shall be built-in. The Contractor shall carefully protect and preserve such important marks during execution of work.
 29. The Contractor shall be responsible for getting the necessary tests certificates from the concerned branch of Municipal Corporation and also to get connection for the water supply from the concerned branch of Municipal Corporation if available.
 30. Contractor may be required to execute the work under foul position and nothing extra for executing the work in foul position/condition is payable.
 31. The work shall be done in conformity with the plans and within the requirements of the general Architectural, Air Conditioning, Electrical and Structural Plans. This work shall be properly coordinated with the work of the other trades. Hangers and sleeves, structural opening shall be furnished in time for their installations as other work proceeds.
 32. During the progress of the work, completed portions of the road may be occupied and put to use by the DDA but the Contractor shall remain fully responsible for maintenance of the installations till the entire work covered by the Contract is satisfactorily completed.
 33. The Contractor shall be responsible for any activity, authorized or Unauthorized, going on within the site area handed over to him by the Department for construction/development/maintenance or for any other purpose. The Contractor shall also be responsible for informing the Engineer-in-Charge, in writing, wherever their supervision is essential. Further this shall not be a ground for seeking time extension in completion of the work and/or for claiming any loss and/or damage by the Contractor, if at all this causes prolongation of completion of work.
 34. **QUALITY CONTROL:**
 - 34.1 Contractor shall be fully responsible for the quality of work being executed as per prescribed specification, relevant BIS codes and drawings. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Quality Assurance Cell/Vigilance Cell of DDA or Third Party quality assurance agency engaged by DDA & CTE of CVC, Govt. of India. Contractor shall be required to uncover the hidden item whenever it is required by CE (QAC) or CTE for checking measurements, quality of work and Specifications etc.
 - 34.2 The Divisional Officer of DDA will also examine the work executed from the point of view of scope of work, inventory of fittings and fixtures and Specifications for the various items before the work is finalized. If in the opinion of the CE (QAC) or CTE, any of the work has been executed with improper material or defective workmanship, the contractor shall rectify or remove and reconstruct such work in whole or in part, remove such materials or articles and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failure to do so he will make him liable for penalty and other

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- actions under relevant clause of PWD-8 attached with the agreement. If during any of the visits, use of sub-standard material or improper workmanship is noticed by the Divisional Officer or his Superiors or CE (QAC) or any of the authorized representative of third party quality assurance agency or his supervisors, the same shall also be promptly rectified on getting a written notice to do so.
35. No work shall commence in the absence of Contractor's engineers and they shall certify in writing about the correctness of layout, alignment of structure and shall ensure stability of all structural and other building items.
 36. All materials which are specified to be tested at the manufacturer's works shall satisfactorily pass the test in presence of the authorized representative of Engineer-in-Charge before being used in the work. In case all requisite testing facilities are not available at the manufacturer's premises, such testing shall be conducted at laboratory approved by the Engineer-in-Charge.
 37. The Contractor shall make available Total station survey instrument, Theodolite, Dumpy level with staff, steel tapes, stop watch, platform type weighing machine of 200 Kg Capacity, steel balance with weights, spring balance, slump cone with tamping rod, 15 cm cube molds (sufficient in number), Plumb bob, spirit level, Vernier calipers/ Micrometer, Calibrated cylinder, hammers, thermometers etc readily and in good working condition at site to ensure proper quality of work.
 38. Where the Contractor is required to provide materials of certain sizes or weights which may have gone out of market due to change over to metric standard, substitutes conforming to the nearest equivalents on the higher side, as approved by the Engineer-in-Charge, shall be used. No claim of extra payment shall be entertained on this account.
 39. Large sized details shall take precedence over small sized drawings. The Contractor shall verify all dimensions at site.
 40. In the event of any difference of opinion among site representative in carrying out the item of work in accordance with the Agreement, the Engineer-in-Charge shall decide the issue and his decision shall be final and binding on the Contractor and the Contractor shall be bound to carry out the instruction to complete the work in time. At no point of time the Contractor shall stop execution of the work on any ground whatsoever.
 41. Unless stated otherwise, rates quoted by the Contractor shall hold good for work at all heights and depths. The Contractor shall not be paid anything extra for maintaining in good condition all the work executed till completion of the entire work; nor on account of damage to the works caused by rains or other natural phenomenon during the execution of works.
 42. The rate shall be inclusive of working under water and adverse conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods, sub-soil water table being high or any cause whatsoever.

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SPECIAL CONDITIONS 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 duct 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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Measurements of work done through Mobile App

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 items having financial value shall be entered in E-measurement book on DDA App. And /or level field book by the contractor as per procedure laid down by DDA through circular/guidelines issued from time to time. Contractor will not be entitled for any additional payments for doing measurements on E-measurement book. The contractor will be responsible for submitting the measurements in the E-measurement book App. Which will be checked by the Junior Engineer/ Asstt. Engineer/Executive Engineer concerned on the App itself.

However, all levels shall be taken jointly engineer-in-charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of work and such measurements shall be signed and dated by Engineer-in-charge and the contractor or their representative in token of their acceptance. If the contractor objects to any of the measurements 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 this 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 and shall be binding upon him.

The contractor shall without extra charge, provide all assistance with the every appliance, labour and other things necessary for measurement 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 measurements 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 work, before covering up or otherwise placing beyond the reach of measurements 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 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

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contractors expense, or in default thereof no payment or allowance shall be made for such work or the material 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 other over measurement or defects noticed till completion of the defects liability period.

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TERMS & CONDITIONS

1. The approval shall be accorded by the Engineer-in-charge only if he is completely satisfied about the professional qualifications, working knowledge, Computer Knowledge and operating ability.
2. The rate which the agency may quote should be inclusive of all Govt. taxes i/c G.S.T. and nothing extra shall be payable to the agency.
3. The office assistant is required to working on Govt. working days as per office timing and Biometric Attendance Mandatory during arrival and departure of office.
4. The office assistant shall remain an employee of the agency only and in no case and circumstances the incumbent shall be considering as employee of the Delhi Development Authority.
5. Agency shall be solely responsible for making the requisite payment to the office assistant. The agency shall be responsible to ensure all admissible and / or fringe benefits accorded to its employees/ Office Assistant as per Govt. norms enforced at time.
6. There would be no parity of contract of any nature whatsoever between the office assistant and the Delhi Development Authority and the only parities bound by this agreement shall be between the agency and the Delhi Development Authority.
7. Any loss, damages / theft caused during the period by the office assistant on job, shall be responsibility of the agency to rectify/correct/do good the same.
8. Except as laid down above the office assistant shall not absent himself from his duty. However, in case the office assistant is found absent from the duty, the Delhi Development Authority shall be entitled to make the deductions amounting to double of per day wages out of the money payable by the Delhi Development Authority to the agency.
9. The office assistant shall carry out work as per orders / instructions of the Engineer-in-charge.
10. For any violation of the terms & conditions on the part of the agency, the decision of the Engineer-in-charge, Delhi Development Authority, shall be final and binding on the agency.
11. The contract may be terminated at any time with the prior notice of 15 days.
12. In case of any concerns/issues of Delhi Development Authority about the professional deficiency of the office assistant, the agency shall be bound with the directions of the Engineer-in-charge in the agreement.
13. Qualification & experience of the office assistant shall be as under: -

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- i) Graduate with minimum one-year Diploma in Computer applications.
 - ii) Experience of minimum 2 years in operating computer with proficiency in computer applications.
14. EPF/ ESI facilities if any shall be extended to the staff deployed which shall be reimbursed on production of proof of payment. Documentary evidence if required shall be submitted to the department.
 15. All payment including pay & allowances to the labour hired by the contractor is to be made electronically to the bank account of the individual.
 16. Contractor has to submit the report with each running/final bill that payments are made electronically to the bank account of the concerned individual with documentary proof.
 17. A monthly statement in the enclosed format, indicating the payment made will have to be submitted by the contractor with each bill i/c detail of EPF/ESI deducted as prescribed under the rule.

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SCHEDULE OF QUANTITIES

Name of Work: M/o Scheme under N/A-II South Zone---Contingency of work.
SH:- Hiring of office assistant

Agmt item no	Description of Item	Qty	Unit	Rate	Amount
1.00	Hiring of Office Assistant for following offices of DDA as per terms & conditions attached. a) Electrical Division No.11 -02 No.	592	Per day	1246.00	737632.00
1.01	b) Electrical Division No.06 -01 No.	296	Per day	1246.00	368816.00
1.02	c) EE(E)/HQ Electrical circle (SZ) -01 No.	296	Per day	1246.00	368816.00
	Total				1475264.00

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