DELHI DEVELOPMENT AUTHORITY

NOTICE INVITING TENDER

NIT No.	**:**	**04/EE/Sports Divn.-1/DDA/2026-27**
Name of Work	**:**	**Maintenance of Various Sports Complexes/Golf Course (A/R & M/O of the works at Dwarka Sports Complex, Sector 23, Dwarka for the year 2026-27)**
Sub Head	**:**	**Disposal of debris/malba from Sector 23 Sports complex, Dwarka**
Estimated Cost	**:**	**Rs. 16,07,483/-**
Earnest Money	**:**	**Rs. 32,150/- (to be deposited via NEFT/RTGS only)**
Performance Guarantee	**:**	**5% of the ECPT or contract amount whichever is higher + Additional PG (as applicable)**
Security deposit	**:**	**2.5% of the contract amount**
Time Allowed	**:**	**30 Days**

The NIT amounting to **Rs. 16, 07,483/-** (Rupees Sixteen Lakh Seven Thousand Four Hundred Eighty Three only) is hereby approved.

Certified that this NIT contains Pages **1 to 124** (One to One Hundred Twenty-Four)

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ANNEXURE –I

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

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in/eprocure/app**.**

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://etenders.gov.in/eprocure/app) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

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2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) 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 / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note:

My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

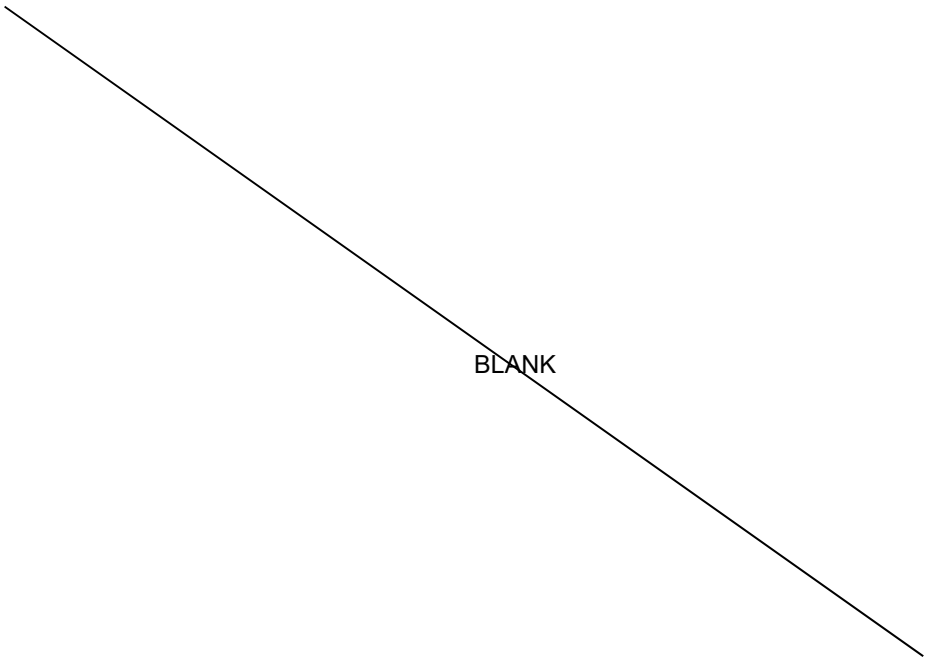
9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



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Annexure - II

Special Instructions to the Contractors/Bidders for online submission of the bids through the e Procurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA / GNFC / IDRBT / Mtnl Trustline / SafeScript / TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replace d by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
15. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

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16. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
17. At the time of freezing the bid, the eProcurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
18. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
19. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
20. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
21. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
22. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
23. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
24. The bidders are requested to submit the bids through online eProcurement system to theTIA well before the bid submission end date and time **(as per Server System Clock)**.
25. The bidder may withdraw his / her bid online through the eProcurement Portal only before opening of Financial Bids.

Executive Engineer
Sports Division-1

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ANNEXURE-III

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Executive Engineer, Sports Division-1, Siri Fort Sports Complex, New Delhi – 110049, on behalf of Delhi Development Authority invites online **percentage rate** bids through e-tendering mode from Contractors of DDA those are registered /approved in Civil Category and eligible to tender for the following work as per the details and conditions given below. For eligibility criteria, mode of payment of Earnest Money through RTGS/NEFT and other derails of tender, visit the website www.dda.org.in or https://eprocure.gov.in/eprocure/app assistance on e-tendering please contact concerned EE or M/s NIC on email cppc-nic@nic.in or 24x7 helpline number **0120-4001002, 0120-4001005** or email id **support.eprov@nic.in**

NIT No. 04/NIT/EE/Sports Divn.-1/DDA/2026-27		
Name of work	**Maintenance of Various Sports Complexes/Golf Course (A/R & M/O of the works at Dwarka Sports Complex, Sector 23, Dwarka for the year 2026-27)**	
Sub Head	**Disposal of debris/malba from Sector 23 Sports complex, Dwarka**	
Estimated cost	**Rs. 16,07,483/-**	
Earnest Money	**Rs. 32,150/- (to be deposited via NEFT/RTGS only)**	
Contract Period	**30 Days**	
Last date and time of submission of tender		**25.05.2026 up to 11.00 am**
Date and time of opening of Technical Bid		**26.05.2026 at 11.30 am**
Date and time of opening of Financial Bid		**Will be Intimated Separately.**
Bank Details	Name of Bank: **Kotak Mahindra Bank**	
	Branch Name: **Gulmohar Park, New Delhi-110049**	
	IFSC Code: **KKBK0000184**	
	Account No. **1614159849**	

NOTE:-

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

(2) The unique transaction reference of RTGS/NEFT against EMD, shall be deposited online at specified location for Electronic Time and Attendance Recording System for tender.

(3) The intending tenderer should ensure before tendering that requisite annual fee for e-tendering in DDA has already been deposited with CRB, DDA.\

(4) Hard Copy of any document submitted by the tenderers will not be accepted by DDA till the opening of Financial Bids of tenders. However, Hard Copies of relevant documents, if required, can be accepted from the lowest tenderer only.

(5) For terms and conditions, the manner in which Earnest Money, cost of tender etc. are to be deposited through RTGS mode and other information/instructions, please visit DDA's website https://eprocure.gov.in/eprocure/app or www.dda.org.in For any assistance on e-tendering please contact concerned EE or M/s N.I.C. on email cppp-nic@nic.in or 24 x 7 helpline number 0120-4001002, 01204001005 or email ID support-eproc@nic.in.

(6) The tender 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 except standard general conditions of contract form can be seen from website https://eprocure.gov.in/eprocure/app or www.dda.org.in.

(7) The tender shall be submitted online in two parts viz technical bid and financial bid.

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Important terms & conditions for tenderers: -Tenderers are required to go through the following procedures before participating in the tender.

1. The bid shall be opened online at 11:30 AM on **25.05.2026** in the presence of bidders or their representatives authorized by bidders. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
2. Earnest Money Deposit: **Rs 32,150/- (to be deposited via NEFT/RTGS only).** The Earnest Money will be returned to unsuccessful bidder. Earnest Money of successful Bidder will be returned only after receiving the Performance guarantee & Additional Performance guarantee, however no interest shall be payable on the earnest money.
3. The tender shall be submitted online in two parts, viz., technical bid and financial (price) bid.
4. Bidder/tenderer registered in Contractor's Registration Board (CRB) of DDA are required to pay the e-tendering annual charge as under: -

S. No.	Class of Contractor	Amount to be paid P.A.
1.	Class-I	Rs. 20,000.00 + GST as applicable
2.	Class-II	Rs. 16,000.00 + GST as applicable
3.	Class-III	Rs.14,000.00 + GST as applicable
4.	Class-IV	Rs. 10,000.00 + GST as applicable
5.	Class-V	Rs. 6,000.00 + GST as applicable

5. The fees structure for one-year e-tendering will be as under for the contractors / consultants who are not registered with DDA.

S. No.	Cost of work	E-tendering fees
1.	Upto Rs. 15.00 Lakh	Rs. 6000/- + GST as applicable
2.	Above Rs. 15.00 Lakh to 20.00 crores	Rs. 20000/- + GST as applicable
3.	Above Rs. 20.00 crores	Rs.50000/- + GST as applicable

6. Requisite e-tendering fee 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 letterhead 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, DDA, IP Estate, New Delhi-110 001 in duplicate and acknowledge stamped copy of the letter shall be uploaded with the tender as proof.The tendering/processing fee can also to be deposited through RTGS in favour of P.A.O. (E/W)/ DDA Vikas Minar with G.S.T. Number.

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The scanned copies of following documents are required to be uploaded with tender.

1. Earnest Money Deposit: Rs 32,150/- (to be deposited via NEFT/RTGS only).
   (***Account No. 1614159849; CAU SPORTS DDA, Name of Bank: Kotak Mahindra Bank; Branch Name: Gulmohar Park, New Delhi-110049; IFSC Code: KKBK0000184)***

2. The receipt of requisite annual fee charges for e-tendering deposited with CRB cell of DDA which should be valid on the last date of submission of tender or extended date of submission of tender whichever is later. ***(in the account: PAO/EW/DDA, Central Bank of India, Vikas Minar, New Delhi; A/C No.: 1075843312; IFSC Code: CBIN0281467).***

3. Proof of registration of Contractors in "Contractors Registration Board" (CRB) of DDA**.**

4. Certificate of ESIC & EPFO.

5. Scanned Copy of PAN card.

6. Scanned Copy to GST Registration.

7. Tender Acceptance Letter (it is to be mandatory to be given on Company's Letter Head)

8. Cancelled cheque of Bank.

9. **The agency shall submit either proof of ownership of T&P/equipment i.e. Poclain, Dumper and JCB or MOU executed with owner possessing such equipment on a non-judicial stamp paper of Rs. 100/- alongwith its ownership proof.**

10. **The tenderers are required to furnish an Undertaking (on Company's Letter Head) along with Name of work and NIT no. stating as under:**

    a. I/We undertake and confirm that I/We have not been blacklisted by any Central/State Government/Municipal Agency up to the date of submission of above tender. If such a violation comes to the notice of department before the start of work, Engineer-in-charge shall be free to forfeit the entire amount of earnest money deposited/performance guarantee + 5% of the ECPT or contract amount whichever is higher + Additional PG (as applicable).

    b. I/We undertake and confirm that all the documents submitted by us are true and genuine and in case, during verification, if it is noticed that the information furnished by me/us is incorrect, false or forged, I/We shall be liable to debar for further tendering/taking works in DDA.

Any tender found lacking with respect to the above-mentioned necessary information and /or documents and/or Earnest Money with the Technical bid will not be considered for participation in financial bids.

<u>Financial Bid</u>

1. Schedule of price bid in the form of BOQ_XXXXX.xls

Executive Engineer
Sports Division-1

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DELHI DEVELOPMENT AUTHORITY

E – TENDERING MODE)

The Executive Engineer, Sports Division-1, Siri Fort Sports Complex, New Delhi – 110049, on behalf of Delhi Development Authority invites online **percentage rate** bids through e-tendering mode from Contractors of DDA those are registered /approved in Civil Category and eligible to tender for the following work as per the details and conditions given below. For eligibility criteria, mode of payment of Earnest Money through RTGS/NEFT and other derails of tender, visit the website www.dda.org.in or https://eprocure.gov.in/eprocure/app assistance on e-tendering please contact concerned EE or M/s NIC on email cppc-nic@nic.in or 24x7 helpline number **0120-4001002, 0120-4001005** or email id **support.eprov@nic.in**

Name of work	**:**	**Maintenance of Various Sports Complexes/Golf Course (A/R & M/O of the works at Dwarka Sports Complex, Sector 23, Dwarka for the year 2026-27)**
Sub Head	**:**	**Disposal of debris/malba from Sector 23 Sports complex, Dwarka**
Estimated Cost	**:**	**Rs. 16,07,483/-**
Availability of site	**:**	**The site is available.**

ELIGIBILITY CRITERIA

1. All documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of tender submission.
2. If any information furnished by the tenderer/bidder is found incorrect at a later stage, he/she shall be liable to be debarred from further tendering and taking works in DDA. The department reserves to right to verify the contents/particulars furnished by the tenderer independently including inspection of works completed by them.
3. i. To become eligible for issue of tender, the tenderers are required to furnish an Undertaking (on Company's Letter Head) stating as under:
   I/We undertake and confirm that I/we have not been blacklisted by any Central/State Govt./Municipal agency upto the date of submission of above-mentioned tender. If such a violation comes to the notice of the department before the date of start of work the Engineer in charge shall be free to take action as deemed fit.
   ii. 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.
4. The time allowed for completion of the work will be 30 **Days** from the date of start as defined in Schedule F or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
5. The site of work is available.
6. The contractor whose bid is accepted will be required to furnish performance guarantee + 5% of the ECPT or contract amount whichever is higher + Additional PG (as applicable) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of Banker 's cheque of any Scheduled Bank / Demand Draft of any Scheduled Bank / Pay order of any Scheduled Bank or Govt. Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule ''F'', including the

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extended period if any, then the DDA shall be free to forfeit the entire amount of earnest money deposit /Performance guarantee.

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

8. The competent authority on behalf of DDA does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected

9. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

10. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read all the terms & conditions of the contract documents and has made himself aware of the scope and specifications of the work to be done and of local conditions and other factors having a bearing on the execution of the work.

11. The competent authority on behalf of DDA reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. The contractor shall not be permitted to tender 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 Chief Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Gazetted officer in DDA or in the Ministry of Urban development. Any breach of this condition by the contractor would render him liable to be removed from approved list of contractors of this department.

13. No Engineer of gazette rank or other Gazetted officer employed in engineering or Administrative duties in an Engineering department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found anytime to be such a person who had not obtained the permission of the DDA as aforesaid before submission of the tender or engagement in the contractor's service.

14. The bid for the work shall remain open for acceptance for a period of **Seventy Five (75) days** from the last / extended date of opening of Technical bids. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in

the terms and conditions of tender which are not acceptable to the department, then the DDA shall be at liberty to take action as stated below.

Case of withdrawal of offer	Action to be taken
1. If the Contractor withdraws his offer within validity period or makes any modification in the terms and conditions of the contract, which are not acceptable to the Department. If contractor withdraws his offer after issue of letter of intent or fails to deposit full 5% of the ECPT or contract amount whichever is higher + Additional PG (as applicable)	1. 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 DDA shall without prejudice to any other right or remedy, be at liberty to 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 forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
2. If the Contractor withdraws his offer immediately after the award of work.	2. Earnest money will be forfeited absolutely.
3. If the Contractor withdraws his offer after taking over possession of site.	3. The Earnest money as well as 5% of the ECPT or contract amount whichever is higher + Additional PG (as applicable)deposited by the contractor shall be forfeited absolutely. 4. It is deemed that the contractor has entered into agreement and action to Penalize the contractor for not completing the work within stipulated period will be taken against the contractor, if he abandons the site after taking over the possession of site form the Engineer-in-charge. For taking action under clause 2 & 3, the only documentary proof required will be the document showing signature of the contractor or his authorize representative for taking over the possession of site. It is further clarified that action under clause 2 & 3, of the agreement is attracted even though the contractor fails to sign the agreement on Rs. 100 non-judicial stamp 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. 5. **Further the tenderer shall not be allowed to participate in the re- tendering process of the work.**

15. This 'Notice Inviting Tender' shall form part of the contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of: -

a) The Notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
b) Standard NIT Form 7/8 or other Standard DDA Form as mentioned.

16. 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")
17. Tenderers may refer Press/web Tender Notice/detailed tender notice in e-tendering website for any corrigendum/amendments in the tender.
18. DDA will not be responsible for not getting internet connection/power supply while downloading the Electronic bid sheets/documents or while uploading their bids.
19. 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

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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.

20. The eligibility criteria shall be examined by a Committee constituted by DDA. The eligibility criteria of the agencies those are qualified, and then shall be submitted to Engineer Member, DDA for final approval.
21. The contractor/bidder whose tender is accepted shall execute an agreement on Rs. 100/- Non-judicial Stamp paper reiterating his acceptance for the execution of work on the amount and conditions as set in the contract document.
22. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Ac shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DDA immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
23. Every tenderer / bidder is required to be registered compulsorily himself under CGST/IGST/UTGST/SGST Act.
24. TDS under the **provision GST law**

    (i) Tenderer will examine the various provisions of the Central Goods and Services Tax Act, 2017 (GST) / Integrated Goods and Services Tax Act 2017 (IGST)/ Union Territory Goods and Services Tax Act. 2017 (UTGST)/respective state's State Goods and Services Tax (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.

    (ii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Ac shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DDA immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

    (iii) Every tenderer / bidder is required to be registered compulsorily himself under CGST/IGST/UTGST/SGST Act.

    (iv) 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. Provisions of GST Act 2017 shall have the superseding effect over the all-earlier taxes like VAT/WCT/Service Tax/Other like taxes etc. 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.

    (v) The tenderers shall also consider the Office Memorandum issued by SE (TAS), CSQ CPWD, Nirman Bhawan New Delhi CPWD vide no. 158/SE(TAS)/GST/2022/331 dated 10.08.2022 while quoting rates

DELHI DEVELOPMENT AUTHORITY

PERCENTAGE RATE TENDER AND CONTRACT FORM

Tender for the following work: -

Name of work : Maintenance of Various Sports Complexes/Golf Course (A/R & M/O of the works at Dwarka Sports Complex, Sector 23, Dwarka for the year 2026-27)

Sub Head : Disposal of debris/malba from Sector 23 Sports complex, Dwarka

i) is to be submitted through E-Tendering upto 11.00 am on 25.05.2026 to Executive Engineer, Sports Division-1/DDA.

ii) Technical Bid shall be opened at 11.30 am on 26.05.2026 by the Executive Engineer, Sports Division-1/DDA.

iii) Earnest Money to be deposited : Rs 32,150/- (to be deposited via NEFT/RTGS only)

iv) Performance Guarantee : 5% of the ECPT or contract amount whichever is higher + Additional PG (as applicable)

v) Security Deposit : 2.5% of Tendered Amount

vi) Time allowed for completion of work : 30 Days

T E N D E R

I/ We have read and examined the notice inviting tender, schedule, A, B, C, D, E& F, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of contract, special 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, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the clauses of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for Seventy-Five (75) days from the due date of its opening bid and not to make any modifications in its terms & conditions.

A sum of **Rs. 32,150/-** deposited in the Account of **A.O./CAU (Sports)** is hereby forwarded in the form of UTR or RTGS/NEFT as earnest money. If I/we, withdraw(s) my/our tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of tender which are not acceptable to the department, then the DDA shall, without prejudice to any other right or remedy, be at liberty to take action as per the terms & conditions of NIT.

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

I/We undertake and confirm that I/we have not been backlisted by any Central /State Govt./Municipal agency up to the date of submission of above-mentioned tender if such a violation comes to the notice of the Department before the date of start of work the Engineer-in-charge shall without prejudice to any other right or remedy, be at liberty to take action as per the **terms & conditions of NIT.**

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

Signature of witness
Name:
Address:

Occupation:

Signature of contactor
Name:
Address:

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
Sports Division-1/DDA

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GENERAL RULES AND DIRECTIONS

1. All work proposed for execution by contract will be notified on website www.dda.org.in or https://eprocure.gov.in/eprocure/app.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 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 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.

4. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), and the lowest contractors those have quoted equal amount of their tenders.
   In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited. In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors. Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

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.

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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.

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 + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of 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.

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

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 acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

8. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

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9. However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.

10. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

11. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.

12. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee of any Commercial Bank.

(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered amount of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks will be accepted for this purpose provided confirmatory advice is enclosed.

13. 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.

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

15. The contractor shall give a list of both gazetted and non-gazetted C.P.W.D. employees related to him.

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

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

Name of Work	Name and particulars of Division where work is being executed	Value of work	Position of Work in progress	Remarks
1	2	3	4	5

Executive Engineer
Sports Division-1

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CONDITIONS OF CONTRACT

Definitions

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the DDA and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

ii) The Site shall mean the land, 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 temporally allotted or used for the purpose of carrying out the contract.

iii) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company.

iv) 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.

v) Accepting Authority shall mean the authority mentioned in Schedule 'F'.

vi) 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.

vii) (a) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.

(b) 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 previous day of the last date of submission of the tender.

viii) Department means DDA/Delhi Development Authority.

ix) Tendered value means the value of the entire work as stipulated in the letter of award.

x) 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.

xi) "GST" shall mean Goods and Service Tax – Central, State and Inter State.

xii) Extra Items are those items which are not available in the contract.

a. Non Schedule Extra Items are those items which are not available in the Standard Schedule of Rates specified in Schedule F.

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b. Schedule Extra Items are those items which are available in the Standard Schedule of Rates specified in Schedule F.

xiii) Completion Cost: The completion cost includes gross amount of work done, amount of extra items and deviations and escalation admissible as per agreement etc.

xiv) Maintenance work:- Maintenance work(s) are those work(s) which includes upgradation, aesthetic improvement, special repair addition/alteration, annual repair, comprehensive maintenance work etc .

xv) Adolescent Person: A person who has completer his/her fourteenth year of age but has not completed his eighteenth year.

xvi) Hazardous works: Hazardous process/works are the works as defined in the clause (cb) of the Factory Act, 1948.

xvii) Concurrent delay: Concurrent delays are those delays occurring in the work concurrently in any combination or combination of all delay fall under different sub clauses 5.2, 5.3 and 5.5.

xviii) a) **Additional Performance Guarantee**: modification in performance guarantee and additional performance guarantee in case of abnormal bid as per circular no. issued by CE (HQ & QAC) vide no. EM1(10)2024/Circular/DDA/200 dated 02.03.2026.

- PG shall be 5% of the **Estimated Cost Put to Tender (ECPT) or contract amount whichever is higher,** or as prescribed from time to time, to be submitted in the form as prescribed in GCC. Performance Guarantee shall remain valid for a minimum period of shall remain valid for a minimum period of Six months beyond the date of completion of all contractual obligations as per GCC. In case of contracts where supplementary agreement in drawn, the fresh PG shall be obtained from the contract @ 5% of the amount supplementary agreement or as prescribed from time to time. The PG received against the original work shall be released as per contract conditions.
- **A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender.**
- **Requirement of Additional Performance Guarantee(APG):** in case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in additional 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.**

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 of Errors**

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

8.1 In the case of discrepancy between the Schedule of items, Specifications, and/or the Drawings, the following order of preference shall be observed:

i. Description of schedule of items.
ii. Particular specification and Special Condition, if any.
iii. Drawings.
iv. CPWD Specifications-2019 VOL. I &II with latest amendments & DSR-2023(with upto date correction slips).
v. Indian Standard Specifications of B.I.S.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

9. **Signing of Contract**

The successful tenderer, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:

i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

ii) Standard 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 annexures thereto.
(b) C.P.W.D. Safety Code.
(c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
(d) Contractor's Labour Regulations.
(e) List of Acts and omissions for which fines can be imposed.

iii) No payment for the work done will be made unless contract is signed by the contractor.

In the event of successful tenderer being a firm/company, then the agreement shall be signed by all the partners or directors thereof individually. In the event of the absence of any partner/director, it shall be signed on his behalf by a person holding a power of attorney (duly notarized by notary public or board resolution in case of company) authorized him to do so.

CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee + Additional Performance Guarantee (as applicable)

(i) The contractor shall submit an irrevocable Performance Guarantee of **5% (Five percent)+ Additional Performance Guarantee (as applicable)**of the Estimated Cost Put to Tender (ECPT) or contract amount whichever higher(as mentioned at Page no. 21 para no. 2 (XVIII)) in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer- in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee+ Additional Performance Guarantee (as applicable), to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay Order of any scheduled bank 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+ Additional Performance Guarantee (as applicable) 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 Government to make good the deficit. In case the contractor fails to deposit the said performance guarantee+ Additional Performance Guarantee (as applicable) within the period as indicated in the Schedule "F", including the extended period if any, then the DDA shall be free to forfeit the entire amount of Earnest Money Deposit without any notice to the contractor.

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

(i) The Performance guarantee & Additional Performance guarantee shall be submitted by the contractor as per GCC and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

(ii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the DDA of India 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.

(iii) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee + Additional Performance Guarantee (as applicable) shall stand forfeited in full and shall be absolutely at the disposal of the DDA.

(iv) On substantial completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then the provisional completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer-in-charge with the approval of Superintending Engineer/Chief Engineer, if required. After recording of the provisional completion certificate for the work by the competent authority, the 80% of performance guarantee shall be returned to the contractor, without any interest.

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However, in case of contracts involving Maintenance of building and services / any other work after construction of same building and services / other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional completion certificate.

CLAUSE 1 A
Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit DDA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by DDA by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in 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 therefrom, or from any sums which may be due to or may become due to the contractor by DDA on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

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 per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

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

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 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

Compensation for delay of work (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

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(ii) With maximum rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six months and upto one year

(iii) With maximum rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six months

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 2A
Incentive for early completion - Deleted

CLAUSE 3
When Contract can be Determined

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

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in Government 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 Government

(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 against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the DDA shall have powers:

(xii) (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in- Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered Security Deposit Payable Performance Guarantee + Additional Performance Guarantee (as applicable) 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 purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

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

(i) If the tendered value of work is up to Rs 1.00 crore : **15 days**

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(ii) If the tendered value of work is more than Rs 1.00 crore and up to Rs 10.00 crore : **21 days**

(iii) If the tendered value of work exceeds Rs 10.00 crore **:** **30 days**

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

CLAUSE 4

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

In any case in which any of the powers conferred upon the Engineer-in- Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in- Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of 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 notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid and such default continues even after time period specified in the notice in writing by the Engineer-in-charge then the performance guarantee + Additional Performance Guarantee (as applicable) shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

The Contract shall stand determined when such decision of forfeiture of **the performance guarantee + Additional Performance Guarantee (as applicable)** is issued to the contractor.

5.1 The contractor as soon as possible but within 7 (seven) days of issue of award of work shall submit a time and progress chart to the Engineer-in-charge. Such chart shall be made in due consideration of

a) Schedule of handing over of site as specified in the Schedule 'F'
b) Schedule of issue of design(s) and drawing(s) as specified in the Schedule 'F'

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

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D……..NIL……

(ii) In case of non-submission of time and progress chart by the contractor, the chart prepared by the Engineer-in-Charge shall be deemed to be final.

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

iv) The contractor shall submit the Time and Progress Chart containing upto date progress of work using the mutually agreed software or in the format decided by Engineer-in-charge. Such chart shall be submitted by the contractor on or before 5th day of each month failing which a recovery as mentioned in Schedule 'F' shall be made at the earliest from running account bill without any notice in this regard. Modified vide OM No. DG/CON/Maintenance 2023/02 dated 08.12.2023.

v) While recording the hindrances in the progress of the work, due consideration should be given to the cause of hindrance shall be segregated in following categories:
   (a) delays due to reasons beyond the control of both parties (sub clause 5.2)
   (b) delays attributable to the Department and concurrent delays (sub- clause 5.3)
   (c) delays solely attributable to the contractor (sub- clause 5.5)

5.2 Delays due to reasons beyond the control of both parties:

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 within **03 (three) days** immediately give online notice through ERP Portal in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

The contractor shall have no claim on account of any hindrance in case notice(s) are not given by the contractor through eMB portal.

The Engineer-in-charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s). In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-charge to the agency. The decision of Engineer-in-charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding. The end date of such events shall be recorded by Engineer-in-charge either during acknowledgment of notice or subsequent to acknowledgment if end date of hindrance is after the date of acknowledgement of notice.

In absence of notice by the contractor, Engineer-in-charge or his representative(s) may record the events causing delay within 05 (five) days of occurrence of hindrance provided further that not recording of events causing delay by the Engineer-in-charge does not ipso facto entitle the contractor for any hindrance.

The contractor shall have no claim of damage for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3 **Delays attributable to the department**

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, then upon the happening of such event causing delay, the Contractor shall within 03 (three) days give online notice there of through ERP Portal to the Engineer-in-charge but shall nevertheless use constantly his best endeavours to

prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.
The contractor shall not be entitled for any hindrance in case notice(s) are not given by the contractor.
The Engineer-in-charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge of reject the notice(s).

In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-charge to the agency.

The decision of Engineer-in-charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.

The end date of such events shall be recorded by Engineer-in-charge either during acknowledgement of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice.

In absence of notice by the contractor, Engineer-in-charge or his representative(s) may record the events causing delay within 05 (five) days of occurrence of hindrance on provided further that not recording of events causing delay by the Engineer-in-charge does not ipso facto entitle the contractor for any hindrance.

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 shall have no claim of damages.

5.4 **Rescheduling of milestone(s) and 'extended date of completion'**
The request for rescheduling of Milestone(s) and extension of time, shall be made by the Contractor through ERP Portal once in a month on the basis of hindrances accepted by Engineer-in-charge under sub-clause 5.2 and sub-clause 5.3.The Contractor shall indicate in such a request number of days by which rescheduling of milestone(s) and/or extension of time is desired.

The authority as indicated in Schedule 'F', after examining the request, shall give a fair and reasonable extension of time for completion of work and simultaneously reschedule the milestone(s), if required so. The authority shall consider all the hindrances accepted as per sub clauses 5.2, 5.3 and 5.5.

The authority shall decide rescheduling of milestone(s) and extension of time within 21 (twenty-one) days of the request submitted by the contractor for rescheduling of milestone(S) and extension of time, the authority as indicated in Schedule F, after affording opportunity to the contractor, may give fair and reasonable extension of time based on hindrances accepted by Engineer-in-charge and reschedule the milestone(s) once in a month. Such justified extension of time shall determine the 'extended date' of completion of work.

5.4.1 Provided that the end date of any event causing delay shall not fall beyond the date of request for extension of time or rescheduling of milestone(s) by the contractor. In case end date of event falls beyond the date of submission of said request, then period for extension up to date of application shall be considered in the said request for events eligible for consideration and remaining period shall be applied in subsequent request of extension of time or rescheduling of milestone(s).

Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 (twenty-one) days of the date of receipt of such request from the Contractor.

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D……..NIL……

5.5 **Delays attributable solely to the contractor**

In case the work is delayed by any reasons solely attributable to the contractor, then Engineer-in-charge or his representative(s) may record the event causing delay within 05 (five) days of occurrence of delay. Contractor shall take the notice of the same for necessary action. He may submit his version, if any with 05 (five) days. Engineer-in-charge, considering the version of contractor, will take decision on such recording of the event and the decision of the Engineer-in-charge shall be final and binding.

The contractor shall be liable for levy of compensation for such delays (i.e for the period beyond the justified extended date of completion as determined in sub clause 5.4 and the default of contractor shall be dealt in conjunction with clause 2 of the contract.

In case the work is delayed, due to hindrances attributable solely to the contractor, beyond the justified extended date (as stated in sub clause 5.4) the authority indicated in Schedule 'F', without prejudice to provisions to take action under Clause 3, may grant extension of time required for completion of work without rescheduling of milestone(s) and extended the date of completion.

CLAUSE 6 – DELETED

CLAUSE 6A
Computerized Measurement Book
Measurement of Work done through eMB

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 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 place d 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 place

d 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. five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. two Lakh, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in- Charge.
The contractor shall not be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. However, to expedite the progress of work, Engineer-in-charge, on the request of contractor, may make interim payment(s) even before the net payment limit specified in schedule 'F' is achieved. In such case(s) no interest / compensation shall be recoverable from contractor.
Such payment by Engineer-in-Charge shall not be construed as waiver of limit specified in schedule 'F' for subsequent interim payment(s).

Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 5% (five per cent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.
All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.
Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bills to be submitted by the

contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% (ten percent) per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.

In case of correction / rejection /short documents, it will be mandatory for Engineer-in-charge to give recorded reasons for correction / rejection/ submission of additional documents within seven days after submission of running bill by the contractor.

Payments in Composite Contracts:

In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

CLAUSE 7A

(a) No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

(b) The following documents shall also be part of the bill submitted by the contractor (these documents shall be owned by the contractor) before making payments:-

1. Details of person employed with the date of their employment up to previous month.
2. Documents of payment made to the employees directly into their bank accounts up to previous month.
3. Documents of attendance through biometric attendance or other mode up to previous month.
4. Documents of deposition of EPF and ESI deductions in the employee's accounts up to previous month.
5. Any penalty imposed on the agency for delay in disbursing payment and deposition of EPF and ESI deductions in the employee's accounts up to previous month.
6. Any other document(s) required as per statutory requirements and /or as directed by Engineer-in-charge.

(c) In case, any of the documents submitted by the contractor is found false/ forged at a later date, action for debarment of contractor will be taken by the SE/CE concerned.

CLAUSE 8

Completion Certificate

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A
Completion Plans to be submitted by the Contractor
The contractor shall submit completion plans for internal and external Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.
In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1% (zero point one per cent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

CLAUSE 9
Payment of Final Bill

I. The final bill shall be submitted by the contractor to the Engineer-in-charge 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 completion certificate of completion furnished recorded by the Engineer-in-Charge whichever is earlier. At the time of submission of the final bill, receipt will be given by the office of the Engineer in charge.
II. In case of correction/ rejection/ short documents, it will be mandatory for Engineer-in-charge to give recorded reasons for correction/ rejection / submission of additional documents within fifteen after submission of final measurement and /or final bill by the contractor.
III. Final bill will be accepted with all pre-requisite documents such as sanctioned copies of extra items and deviation in quantities, escalation, statements, recovery statement, theoretical statement, completion certificate, final extension of time case, mandatory test statement, dismantled materials account and other documents as mentioned in clause -7 A etc.
IV. An undertaking along the final bill will be submitted by the contractor that “I / we hereby undertake that all measurements/ claims payable under this contract have been included in the final bill and will not submit any other bill/claims in future under this agreement thereafter”.
V. 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 be made within the period of three months. The period of three months will be reckoned from the date of receipt of the bill in complete shape after necessary corrections / additional documents, by the Engineer-in-charge.
VI. In case of foreclosure / determination of contract, if the contractor fails to submit the EOT case, final measurement /bills within 30 days of foreclosure/ determination, the final bill will be prepared and decided by the department. The final bill will be prepared and decided by the department. The final bill shall only department. The final bill shall only be paid after withholding amount equivalent to maximum compensation to be levied on the contractor.
VII. If the final bill, in complete shape, 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 may be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor contains all the documents as mentioned in para – (iii) & (iv) above..

CLAUSE 9A
Payment of Contractor’s Bills to Banks
Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his

signature on the bill or other claim preferred against Government 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, cooperative or thrift societies or recognized financial institutions

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

i) 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, 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.

Field Laboratory : The contractor shall at his own expense, setup a material testing lab equipped in schedule F at site for conducting routine field test.

External Laboratory : Letter for submitted sample(s) for testing of material shall be sent through e-mail to the lab by authorized representative of Engineer-in-charge of the work along with name(s) to be done on the material.

The contractor shall collect the sample(s) from the site and submit it to the lab : , make necessary payment for the testing charges. He will inform on the same day through email to authorized representative of Engineer-in-charge and Engineer-in-charge regarding submission of sample(s) and payment made to the lab. If he either fails to collect or submit the samples(s) to the lab within 03 days or in time as prescribed in the specifications, whichever is earlier, the

Engineer-in-charge shall collect and submit the sample(s) and make necessary payment for testing charges to the lab. In such case, Engineer-in-charge shall make recovery on account of collection and submission of sample(s) to the lab and paid testing charges etc. from the next R/A bill / Final Bill of the contractor. This action of Engineer-in-charge shall be final and binding. If the contractor fails three times in collection and /or submitted samples(s) and /or fails to make payment for testing charges, the contractor shall be debarred from tendering in DDA for a period of two years.

ii) Maintenance of Material at Site (MAS) Register

a. MAS register of the key materials including Cement, Steel Bitumen, Paint, Primer, Distemper, Varnishes, Tile Adhesive, Admixture, Anti Termite chemical water proofing compound material and other items as required by Engineer-in-charge, and shall be maintained as per performa in Appendix –XX of NIT. All the entries in the MAS registers are made by the designated staff of the contractor and same is reviewed weekly by the authorized representative and fortnightly by the Engineer-in-charge. However, contractor is responsible to maintenance and safe custody of MAS register.
b. The self-attested copies of tax paid bill of all the materials entered in the MAS register shall be submitted by the contractor at the time of review by representative of Engineer-in-charge. In case of any doubt, genuineness of the tax paid bills; it can be verified by the representative of the Engineer-in-charge, however, onus of genuineness of tax paid bills rest with the contractor.

CLAUSE 10B

Secured Advance on Materials

(i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of the work, whichever is lower ,which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

(ii) Mobilization Advance

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contactor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contactor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bonds not more than 6 in number from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.Provided always that the provision of clause 10B (ii) shall be applicable only when so provided in the schedule F.

(iii) Interest & Recovery

The mobilization advance and plant and machinery advance in (ii) above bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment to the date of

recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

(iv) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.

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 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 role 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 10CA

Payment due to variation in prices of materials after receipt of tender **:- DELETED**

CLAUSE 10CC

Payment due to Increase / Decrease in Prices/wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works **- DELETED**

CLAUSE 10 D

Dismantled Material 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 of to the best advantage of DDA according to the instructions in writing issued by the Engineer- in-Charge

CLAUSE 10 E : Supply of Cement by the department :- DELETED

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T) AE(P)/SD-1

CLAUSE 11

Work to be executed in Accordance with Specifications, Drawings, Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

CLAUSE 12:

Deviations/ Variations Extent and Pricing

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

The completion cost, in no case exceed 1.5 times the tendered amount. Contractor will devise a system to keep a watch on quantum of work taken up vis-a vis balance items required to complete defined scope of work and will give the alerts to Engineer-In Charge before taking up extra items(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 deviations(s) and /or extra item(s) to the contractor. If additional works(s) is required to complete defined scope of work to complete defined scope 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 works shall, in the event of any deviation(s) and extra item(s) resulting in additional cost over the contract amount will be extended, if requested by the contractor, as follows:

(i) In the portion to the additional cost of work, bears to the original contract amount plus

(ii) 25% of the time calculated in (i)

12.2 Deviation, Extra Items & Pricing

(a) Non Schedule Extra Item(s) -

The Contractor, shall within fifteen days of order to execute extra item(s) or occurrence of the item(s) based on the rate(s) of material(s) available in basic rate of Standard Schedule of Rate mentioned in Schedule F and rate(s) of the material(S) based on tax paid bills which are not available in Standard Schedule of Rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in Schedule of Rate(s) mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.

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

Material rate(s) from Standard Schedules of Rate(s) shall be given priority in the analysis of rate(s). The rate of extra item will be

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

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 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.

(b) Scheduled Extra Items

For percentage rate tender, the extra item(s) shall be paid as per the standard Schedule of Rates multiplying by modified GST factor as applicable, 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.

(c) Deviation, Deviated Quantities, Pricing

In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rates and other documents, as per procedure described in para 12.2(a) or 12.2(b) (as applicable), for the quantities in excess of the above-mentioned limit.
The Engineer-in-Charge shall within 60 days of receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates and the contractor shall be paid in accordance with the rates so determined. In case, the contractor fails to submit his claim for revision of rates within 15 days of the receipt of order or occurrence of the excess, the Engineer-in-Charge shall determine the rate(s) of such items in accordance with para 12.2 (a) and 12.2 (b) without giving any notice to the contractor. The rates so determined by the Engineer-in-Charge shall be final and binding.

The rate(s) of extra item(s) so determined by the Engineer-in-charge shall be final and binding on the contractor.

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

12.4 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) ,12.2 (b) and 12.2 (c) for calculation of rate(s) of extra item(s).

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

CLAUSE 13
Foreclosure of contract due to Abandonment or Reduction in Scope of Work
If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;
(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks

(ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government 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 Government, 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. 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.

(iii) 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 Government 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 Government from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

CLAUSE 14

Carrying out part work at risk & cost of contractor

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

(iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to DDA, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

(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 contractor, from whom a part work / part incomplete work of any item(s), has been taken out of his hands, shall not be allowed to participate in the tendering / quotation process of part work/ part incomplete work of any item(s).

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage

suffered by DDA because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by DDA in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by DDA as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to DDA in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

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 give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by DDA, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 16

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose.

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 the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lakh and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17

Contractor Liable for Damages, defects during defect liability period

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

certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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 & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

CLAUSE 18 A
Recovery of Compensation paid to Workmen
In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, DDA is obliged to pay compensation to a workman employed by the contractor, in execution of the works, DDA will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the DDA under sub-section (2) of Section 12, of the said Act, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DDA to the contractor whether under this contract or otherwise. DDA shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to DDA full security for all costs for which DDA might become liable in consequence of contesting such claim.

CLAUSE 18 B
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 C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by DDA Contractors, DDA will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the DDA under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DDA to the contractor whether under this contract or otherwise DDA shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the 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 comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.

The contractor shall also obtain a valid license under the said Act before the commencement of the work, and continue to have a valid license until its completion.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, amended by Amendment Act No. 35 of 2016 and thereafter time to time.

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.

The contractor shall also comply with the provisions of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time.

Any failure to fulfil these requirements shall attract the penal provisions of the relevant act and in this contract

CLAUSE 19A

No person below the age of fourteen years (14) years shall be employed on the work. However Adolescent persons can be employed on non-hazardous works/ process.

CLAUSE 19 B

Payment of Wages

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971 and Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part-2 sec. 3 (ii) amended time to time. Thus higher of the wages either notified by Govt. of India, Ministry of Labour and/or that notified by the local administration of the State Govt. both relevant to the place of work and the period of reckoning shall be paid by the contractor to the labourer.

(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 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 unauthorizedly 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-fulfilment 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 Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part-2- sec.3 (ii) and the modifications thereof or any other laws relating thereto and the rules made thereunder 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 indemnity 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.

(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 C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty 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 19 D

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 laborers 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 as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

CLAUSE 19 E

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

CLAUSE 19 F

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

1. Leave:
   (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
   (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.
2. Pay:
   (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

(ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

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.
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 19 G
In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the DDA a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as decided by the authority mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

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 provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft) and the floor area to be provided with be at the rate of 2.7 sq.m (30 sq.ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labour each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of semi-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be

kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

iii) Water supply-The contractor(s) shall provide adequate supply of water for the use of labours. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

iv) The site selected for the camp shall be high ground, removed from jungle.

v) Disposal of Excreta-The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/ authority and inform it about the number of labours employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/ authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

vi) Drainage-The contractor(s) shall provide efficient arrangements for draining away sludge water so as to keep the camp neat and tidy.

vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

viii) Sanitation-The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labours, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorizedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19K

Employment of skilled/semi-skilled workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government.

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CS…….NIL……
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The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate 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.

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 19M
Sexual Harassment of Women at Workplace
The contractor shall comply with all provision(s) and guideline(s) of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time or any other rules framed under any labour law affecting women worker(s).

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, Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii) amended from time to time and rules framed thereunder 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 contract shall not be assigned or sublet without the written approval of the Engineer-in - Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer- in-Charge on behalf of the DDA shall have power to adopt the course specified in Clause 3 hereof in the interest of DDA and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22
All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of DDA without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 23
Changes in firm's Constitution to be intimated
Where the contractor is a partnership firm, the previous approval in writing of the Engineer- in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24
Life Cycle Cost
The contractor shall have obligation to rectify construction defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding three months after issue of notice by Engineer- in- Charge.

CLAUSE 25
All questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in 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 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.

"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 regulation, it is hereby agreed that any dispute between the parties to this agreement shall be resolved by decision of the courts at Delhi and the dispute shall not be resolved by way of arbitration or any other alternate dispute redressal mechanism."

CLAUSE 26
Contractor to indemnify DDA against Patent Rights
The contractor shall fully indemnify and keep indemnified the DDA against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against DDA in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the DDA if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27
Lump sum Provisions in Tender
When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 28
Action where no Specifications are specified
In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case, there are no such specifications in Bureau of Indian Standards, the work shall be carried out as

per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29
Withholding and lien in respect of sum due from contractor
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 or the DDA 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 Government 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.

DDA shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for DDA to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by DDA to the contractor, without any interest thereon whatsoever.

Provided that the DDA shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

CLAUSE 29 A
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 or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or DDA or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the DDA or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the DDA will be kept withheld or retained as such by the Engineer-in-Charge or the DDA or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this

account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 29 B
Employment of coal mining or controlled area labour not permissible

The contractor shall not employ coal mining or controlled area labour failing under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove labour who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labour. Failure to do so shall render the contractor liable to pay to DDA a sum calculated at the rate of Rs 10/- per day per labour. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labour and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

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 30 A:
Alternate water arrangements

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

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'. Even of the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineers, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'

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 construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.
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 (nonrefundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on-account bill, final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.
(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 replace d 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 DDA shall not entertain any claim whatsoever in this respect except as provided under Clause 34.
(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the DDA and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 34
Conditions for reimbursement of levy/taxes if levied after receipt of tenders

I. All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

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CS……NIL……
OW…..NIL……
D……..NIL……

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

II. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the DDA and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.

III. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, 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 Engineer-in-Charge on behalf of the DDA of India shall have the option of terminating the contract without levy of compensation to the contractor.

CLAUSE 36

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

The contractor shall not be permitted to tender for works in the DDA circle (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the DDA or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in DDA for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and 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 consumption of Material

(i) After completion of the work and also at any intermediate stage in the event of Non-reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder: -

(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above-mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into

pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.

(d) For any other material as per actual requirements.
Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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 the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.2,00,000/-- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

CLAUSE 40
Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 41
Release of Security deposit after labour clearance

The Security Deposit of the work shall be refunded if no labour complaint has not been received from the labour officer till the due date of its payment. If a labour complaint received during this period, the Engineer-in-charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

Executive Engineer
Sports Division-1

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C……..NIL……
CS……NIL……
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JE(T) AE(P)/SD-1

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 place d as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching – All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be place d within 1.5m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

   (b) Safety Measures for digging bore holes:-

   (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

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(ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;

(iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

(iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;

(v). After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;

(vi). After the borewell is drilled the entire site should be brought to the ground level.

7. Demolition – Before any demolition work is commenced and also during the progress of the work.

   All roads and open areas adjacent to the work site shall either be closed or suitably protected.

   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.

   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 colour 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 place d 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) It a man has received a physical injury; he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

(p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard is an individual case will be final.

vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :

  (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

  (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.

  (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.

9. An additional clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product contained lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

   White lead, sulphate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.

   Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.

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Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

Overall shall be worn by working painters during the whole of working period.

Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

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

DDA may require, when necessary medical examination of workers.

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

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

b. For work places in which the number of contracts labour exceed 50Each first-aid box shall contain the following equipment:
   1. 12 small sterilized dressings.
   2. 6 small size sterilized dressings.
   3. 6 large size sterilized dressings.
   4. 6 large size sterilized burn dressings.
   5. 6 (15 gms.) packets sterilized cotton wool.
   6. 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.
   7. 1 (60 ml.) bottle containing Sal volatile having the does and mode of administration indicated on the label.
   8. 1 roll of adhesive plaster.
   9. 1 snake bite lancet.
   10. 1 (30 gms.) bottle of potassium permanganate crystals.
   11. 1 pair scissors.

12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/ Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of Paracetamol.
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 contracts labour employed is 150 or more.

vii) In work places where the number of contracts 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.

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 form it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

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

In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

Latrines shall be provided in every work place on the following scale namely:

Where females are employed, there shall be at least one latrine for every 25 females.

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.

Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

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 exceeding 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.

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.

8. CRECHES

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

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

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

The contractor shall provide one Ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.

The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

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In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more is ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

The canteen shall be maintained by the contractor in an efficient manner.

The canteen shall consist of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils.

The canteen shall be sufficiently lighted at all times when any person has access to it.

The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be line-washed every four months.

The premises of the canteen shall be maintained in a clean and sanitary condition.

Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

Suitable arrangements shall be made for the collection and disposal of garbage.

The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.

The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft.) per diner to be accommodated as prescribed in sub-Rule 9.

a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

b) Washing places for women shall be separate and screened to secure privacy.

Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

(1) There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.

(2) The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

(1) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

(2) A service counter, if provided, shall have top of smooth and impervious material.

(3) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No losses and shall be conspicuously displayed in the canteen.

xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:

The rent of land and building

b) The depreciation and maintenance charges for the building and equipment provided for the canteen.

cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.

The water charges and other charges incurred for lighting and ventilation.

The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.

xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

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

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall 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 mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or.

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

   No person below the age of fourteen years shall be employed on the work. However Adolescent Persons can be employed on non-hazardous works/process.

   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. Working hours

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

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

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

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

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

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of

wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. PAYMENT OF WAGES

The contractor shall fix wage periods in respect of which wages shall be payable.

No wage period shall exceed one month.

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.

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.

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.

Wages due to every worker shall be paid to him direct by contractor through bank for ECS or online transfer to his bank account.

All wages shall be paid through bank or ECS or Online Transfer.

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.

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.

It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.

The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be a certificate under his signature at the end of the entries in the "Register of Wages" or the "wage-cum-Muster Roll" as the case may be in the following form :

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

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

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

Fines

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.

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.

Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

Any other deduction which the Central Government may from time to time allow.

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 isenclosed at Appendix-I.

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.

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.

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.

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

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

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).
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).
The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).

iv) Register of Accident

The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
Full particulars of the labourers who met with accident
Rate of Wages
Sex
Age
Nature of accident and cause of accident
Time and date of accident
Date and time when admitted in Hospital
Date of discharge from the Hospital
Period of treatment and result of treatment
Percentage of loss of earning capacity and disability as assessed by Medical Officer
Claim required to be paid under Workmen's Compensation Act
Date of payment of compensation
Amount paid with details of the person to whom the same was paid
Authority by whom the compensation was assessed
Remarks.

v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) rules 1971 (Appendix-XI).
vi) 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).
vii) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (F&A) rules 1971 (Appendix-XII).
viii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).
ix) 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

The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen format (Appendix-VII).
The card shall be valid for each wage period.
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.
The card shall remain in possession of the worker during the wage period under reference.
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.
The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS 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

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

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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 _ _ _ 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.

The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report form 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 _ _ _ but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

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

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

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

16. INSPECTION OF BOOKS AND SLIPS

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

17. 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.

GENERAL CONDITIONS

1. Periphery of works area shall be the area shown in the layout plan of the scheme.
2. All drawings for the work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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).
9. The site of work is available. The Contractor shall give the following undertaking in respect of taking over of land in the following Performa.
   I/We hereby undertake that:
   (i) Full site free from any encroachment has been handed over to me/us on……
   (ii) The labour huts…….. in nos. constructed by me/us at site as shown on the site plan duly signed be me/us belong to me/us
   (iii) The site office, casting yard, laboratory, cement Godown etc., will be constructed as per the plan attached.
   (iv) Construction of labour huts near the work sites shall be avoided as far as possible. The final bill shall not be paid unless all the huts are cleared & removed from the site.
10. All the above land is handed over only for the execution of above-mentioned work.
11. The above site will be given on temporary basis. After the completion / foreclosure / rescission of the work, clear site shall have to be handed over to the Engineer-in-Charge. Similarly, the site for labour camp given to the agency shall be returned after the completion/foreclosure/ rescission of the work free from all the occupation.
12. 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. The decision of the SE will be final and binding.

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13. 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.
14. Engineer-in-Charge shall have full powers to send workmen employed on the premises to execute 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.
15. Any permission, if required from police authorities or other Departments for closing or cutting of the road will be obtained by the Contractor at his own. He will have no claim for any financial loss or extension of time on this account.
16. 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.
17. 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.
18. The Contractor shall be required to do the work of development simultaneously along with building work, as per the direction of Engineer-in-Charge.
19. 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.
20. 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.
21. The field staff shall keep the record of initial level and final levels of all such low-lying area.
22. Barricading of excavated trenches on both sides of the trench shall be done by the contractor to a height of 1.60 meters with galvanized steel plain sheet of 1.00mm thick (Class-I) fixed with nails etc. on 100mm dia. Sal ballies, fixed 3m apart as a safety measure. He will also provide red & white strips on sheets with aluminum paint 75mm wide alternatively on outside of sheets vertically and no extra payment will be made on this account.
23. 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 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.
24. 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.
25. 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.

26. 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.
27. 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 drainage and water supply from the concerned branch of Municipal Corporation.
28. Contractor may be required to execute the work under foul position and nothing extra for executing the work in foul position/condition is payable.
29. (a) The recommended positions of the fittings, fixtures, control valves, tanks etc. as shown on the drawing will be adhered to as far as possible.

    (b) If there is any discrepancy due to incomplete description/ ambiguity or omission in the drawing and other documents, whether original or supplementary, forming the Contract, either found on completion or during progress of the work, the Contractor shall immediately, on discovering the same, bring to the notice of the Engineer-in-Charge and the decision of the Engineer-in-Charge shall be final and binding on the Contractor.
30. Separate godowns shall be provided for OPC & PPC storage.
31. 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.
32. SAFETY OF WORKERS:

    The contractor should take all suitable measures to protect the structures, environment, passersby and work force in respect of all labour directly or indirectly employed in the work with necessary barricading, protected screens, helmets, goggles, glasses etc. In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this Agreement, the Contractor shall at his expense arrange for the safety provisions as per the latest edition of India Standard Safety Codes and shall at his own expenses, 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 penalty prescribed under relevant clauses of these tender documents for each default and in additional the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in on that behalf from the Contractor and no claims shall be entertained.

    i) I.S: 3006 Part I Safety code for Scaffolds and Ladders.
    ii) I.S: 3696 Part II Safety code for Scaffolds and Ladders Part II
    iii) I.S: 76 Safety code for Excavation work.
    iv) I.S: 4031 Safety code for Blasting and Drilling operations.
    v) I.S: 4138 Safety code for working in Compressed air.
    vi) I.S: 5121 Safety code for piling and other deep foundations.
    vii) I.S: 5916 Safety code for constructions involving use of bituminous materials.
    viii) I.S:7293 Safety code for working construction Machinery.
    ix) I.S: 7969 Safety code for storage and handling of building material
    x) Any other code as per directions of Engineer-in-Charge.

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33 QUALITY CONTROL:

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 & 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. 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 actions under clause 16 of the contract 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 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 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 moulds (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 and sub-soil water table being high or any cause whatsoever.

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SPECIAL CONDITIONS

1. (a) A detailed program in the form of precedence network diagram is to be submitted to the Engineer-in-charge within 15 days of award of work. Any modification suggested by the Engineer-in-charge shall be incorporated in the Bar chart. It will be ensured by the contractor that the time schedule laid down in the aforesaid Bar chart is adhered to. In case of any slippage, the time lost will have to be made good by the contractor by speeding up the activities. In such cases, he shall be bound to follow the revised programme decided by the Engineer-in-charge. The program chart should include the following:

(i) Descriptive note explaining sequence of various activities.
(ii) Network (Bar chart/ precedence network).
(iii) Programme for procurement of material by the contractor.
(iv) Programme of mobilization of machinery equipment.
(v) Cash flow statement.

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

PROGRESS OF WORK

2. The contractor shall give the Engineer-in-charge, on the 4th day of each month. progress report of the work during the previous month.

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

NIGHT WORK

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

3.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of obligations under the contract.

3.4 Failure to furnish correct and detailed information as called for in paragraph above will render the concerned tender liable to rejection or in the event of a contract materializing the same liable to termination by DDA. Besides this there would be a penalty of banning business dealing with DDA or damage or payment of a named sum.

SAFETY DURING CONSTRUCTION:

4. (a) The contractor shall provide and maintain C.G.I., sheet barricading not less than 2.5m in height from ground level duly painted in white and green as required according to the rules of PWD/MCD or any other relevant authority for the work. Whenever compound wall/fencing exist this provision will not be insisted upon. Nothing extra shall be paid for the same.

(b) The contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades including signs, marking, flags, lights and flagman as necessary, at either end of the excavation/ embankment and at

such intermediate points, as directed by the Engineer-in-charge for the proper identification of the construction area. He shall be responsible for all damages and accidents caused due to negligence on his part. These provisions are in addicting to the safety measures already mentioned in PWD-8

(c) All arrangements for traffic diversion during construction including maintenance of diversions roads or construction new diversion road if any shall be considered as incidental to the work shall be the contractor's responsibility. Nothing shall be payable to him in this regard.

(d) Contractor shall provide one signboard of size 3m x 5m, displaying name of the department, and the project, architects, consultants and main contract, as approved by the Engineer-in-charge. Nothing extra be paid on this account.

(e) Some restrictions may be imposed by the security staff/ Delhi Police on the working and for movement of labour, material etc.

(i) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by the competent authority.

(ii) The contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.

(iii) No claim whatsoever will be entertained by the department on account of any restrictions (including temporary suspension of work) imposed by the security agencies in execution of work.

(f) SAFETY OF WORKERS

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

(i) I.S. 3006 Part I Safety code for scaffolds and ladders.
(ii) I.S. 3696 Part II Safety code for scaffolds and ladders Part-II ladders.
(iii) I.S. 76 Safety code for excavation work.
(iv) I.S. 4031 Safety code for blasting and drilling operations.
(v) I.S. 4138 Safety code for working in compressed air.
(vi) I.S. 5121 Safety code for pilling and other deep foundation.
(vii) I.S. 5916 Safety code for construction involving use of bituminous material
(viii) I.S. 7293 Safety code for working construction machinery.
(ix) I.S. 7969 Safety code for storage and handling of building material
(x) Any other code as per direction of Engineer-in-charge.

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

5. **DIFFERENCE IN OPINION**

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

6. **QUALITY ASSURANCE/ QUALITY CONTROL**

6.1 All construction work shall be supervised by the contractor including his duly authorized engineer/representative. Contractor shall provide materials and workmanship to the best of their representative kind and shall be fully responsible for executing the work as per

prescribed specification, latest BIS code of practices and drawings. The contractor will be fully responsible for all acts of omissions on the part of his employee or representative committed during execution of work by them. He will have to own full responsibility, even if his representative/ employee leaves his firm during currency of contract and afterwards also.

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

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

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

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

7. **SAMPLES OF MATERIAL**

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

(b) Coarse Sand (Badarpur) will be used after washing in case silt contents is beyond permissible limit.

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

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

9.**INSTRUMENT AND EQUIPMENT:**

(a) The contractor shall make the following available readily and in good working condition at site to ensure proper quality of work. Theodolite, Dumpy level with staff, steel tapes, stop watch platform type weighing machine of 200 Kgs.Capacity steel balance with weight spring balance, slump cone with tamping rod.15 cm cube moulds-24 Nos. Plumb bob.Spirit level. Vermier Calipers/ Micrometer, Calibrated cylinders, hammers, thermometers and standard compression testing machine for concrete cubes.

(b) The layout alignment and the orientation of the different members of the structural works should be carried out after thoroughly checking the drawings and obtaining clarifications, if any, from the engineer-in-charge. The setting out the work should be carried out by the precision surveying instruments and got approved from the Engineer-in-charge, the contractor shall arrange the necessary equipment's and instrument.

TESTING OF MATERIALS

10. The entire work shall be done as per CPWD Specification 2019 Vol. I & II with correction slip till the date of opening of the tender. However, in case of any discrepancy in the description of any item as given in schedule of quantities appended with the tender and the specifications relating to the relevant item that shall be sorted out as per CPWD Specification 2019 Vol I to II with up-to-date correction slip shall prevail over, if the specifications for any discrepancy not available in the CPWD specifications referred above, relevant B.I.S. specifications shall be followed. In case B.I.S. specifications are also not available; the decision of the Engineer-in-charge shall be final. Whenever any reference to any Indian standard, specifications occur in the documents relating to the contract the same shall be inclusive of all the amendments issued there to or revisions there of if any, up to the date of receipt of tender.

(a) All material to be incorporate in the work shall be in accordance with the specification laid down. The tenderer shall use the material bearing ISI/BIS certification mark unless otherwise specified or allowed in writing by the Engineer-in-charge. Any material banned/ rejected by the department shall not be used in the work.

(b) The contractor shall submit to the Engineer-in-charge samples of all material for approval. Such samples of materials which affects aesthetics of the work shall also be got approved from the senior architect of the project in addition to the approval of engineer-in-charge before procuring bulk supplies. These approved samples shall be prescribed and retained in the custody of the Engineer-in-charge as standards of the materials till the completion of the work. The cost of such samples shall be borne by the contractor and nothing extra shall be payable on this account.

(c) The contractor shall be required to get necessary tests carried out on materials/ work from an approved laboratory as per the directions of the Engineer-in-charge.

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

(e) In order to ensure quality of work during its execution the Engineer-in-charge may require samples for mandatory or outline testing of materials. All cost of these samples, their packing, conveyance from the site to the testing laboratory and return shall be borne by the contractor.

(f) Even ISI marked material may be subjected to quality test at the discretion of the Engineer-in-charge. Whenever ISI marked, material is brought to the site of work the contractor shall, if required by the Engineer-in-charge furnish, manufacture test certificate or test certificates from approved testing laboratory to establish that the material produced by the contractor, satisfy the provision of relevant IS codes. In case the material fails to conform to IS specification testing charges shall be borne by the contractor. However, cement/steel will be necessarily tested before start of work and will not be used till test certificates are obtained and approved by Engineer-in-charge.

(g) The Contractor shall arrange to carry out all tests (other than referred elsewhere) as required under the Agreement from the laboratories as approved by the Engineer-in-Charge. Contractor shall bear all charges in connection with the cost of samples, packing, transportation, loading & unloading. The cost of tests shall be borne by the contractor. However, no testing charges will be payable by the Contractor for the tests conducted in DDA laboratories. Establishing the laboratory at site shall not absolve the Contractor from fulfilling the criteria of getting the test done in independent lab. The decision of the Engineer-in-Charge for allowing any test in the site laboratory or any other laboratory shall be final.

TESTING OF MATERIALS

1) Test for which no facilities available in DDA labs like testing for cement, lime, steel, timber, water proofing compound, admixtures, aluminium Section pipes etc.	i) 75% of the tests to be got conducted in Govt. labs like PWD/ CPWD/TH/HT/CRRI/CERI/NCCB/RTC/FRI Dehradun ii) 25% in other labs approved by DDA.
2) Tests for which facilities are available in QAC/Zonal Lab	i) 75% Tests in field/zonal lab. ii) 15% in QC lab of DDA iii) 10% in other labs preferably in Govt lab like PWD/CPWD
3) Where field test only could suffice: like Bulking of sand, field density test, Moisture content (field method etc).	i) 100% at site/Zonal labs however random samples can/shall be collected and sent to QC lab for testing for confirmatory test at the Discretion of SE.

NOTE: The materials shall be got tested from the laboratories as approved by QAC, DDA or as approved by the Engineer-in-Charge.

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11) Any cement slurry added over base surface for continuation of concreting for better bond is considered to have been included in the item (unless otherwise specifically stated) and nothing extra shall be payable on this account.
12) The earth obtained from the excavation of foundation shall be used for filling in plinth sides, under the floors, courtyards and low-lying areas etc. within the premises as per the direction of Engineer-in-charge. The contractor if decided by the Engineer-in-charge in writing shall dispose the surplus earth outside the premises at the specified location for which extra payment shall be made as per terms and conditions of contract.
13) The contractor shall maintain registers for cement, reinforcement bars, paints lead material etc. testing and other registers as required by the Engineer-in-charge as per format. These registers shall be signed by the contractor/or by his authorized representative and the Junior Engineer & Assistant Engineer-in-charge of the work.
14) The contractor shall furnish the name of the brand of water proofing compound proposed to be used in the water proofing work.
15) Factory made materials shall be procured only from reputed and approved manufacturers or their authorized/dealers.
16) Wherever work is specialized to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer-in-charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, contractor should negotiate with concerned specialized agencies and send their names for approval to Engineer-in-charge. Any material procured without prior for approval to Engineer-in-charge in writing is liable to be rejected. Engineer-in-charge reserves his right to get the material tested in laboratories of his choice before final acceptance. Nonstandard material shall not be accepted.
17 (a) Contractor shall also submit the names of water proofing specialized agencies along with information about their technical capabilities and list of similar work executed by the of specialized agency in the past for the approval of Engineer-in-charge within 30 days from the date of award of work. The approval of specialized agency for the work of water proofing will have to execute the guarantee bond in prescribed performa enclosed at ANNEXURE-B for removing any defect for at least 10 years. Guarantee bond shall be signed by both the specialized agencies as approved by the Engineer-in-charge and the contractor to meet their liability under the guarantee bond. However, the sole responsibility about the efficiency of water proofing treatment shall rest with the contractor.
17)(b) 10% of the cost of water proofing work shall be retained as additional security deposit and the amount so withheld would be released after ten years from the date of completion of the entire work under the agreement. If the performance of the work done is found unsatisfactory and any defects noticed during the guarantee period, they shall be rectified by the contractor within seven days of receipt of intimation of defects in the work. If the defects pointed out are not attended to within the specified period, the same will be got done from another agency at the risk and cost of the contractor.
18) The tenderer shall indicate the names of at least 3 specialized agencies with whom they are likely to be associated for sanitary, water supply and electric works. The Engineer-in-charge reserves the right to select anyone to whom the work could be assigned.
19) The contractor shall necessarily use the surface vibrator for compaction of concrete in floors slab etc. for placement of concrete at various levels lower crane of appropriate size, capacity and boom length or concrete pump shall necessarily be developed by the contractor. However, mechanical hoist can be used by the contractor for lifting other construction materials.
20. The term machine batched machine mixed and machine vibrated design mix concrete used anywhere in agreement shall mean the concrete produced in automatic concrete batching & mixing plant and if necessary, transported by transit concrete mixers, placed in position by the concrete pumps and vibrated by surface vibrator/plate vibrator, as the case may be, to achieve required strength and durability.

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

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

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21) The tenderer will indicate the system of centering and shuttering, he proposed to adopt for easy erection and de shuttering. Based on this system, the type of material to be used in shuttering will be determined.

22) The contractor shall carry out disc test on all sewer drainage lines and satisfy the Engineer-in-charge that the lines are absolutely clear. Any obstruction shall be removed by the contractor without any claim for extras. Decision of the Engineer-in-charge with regard to disc test and cleaning of the lines shall be final.

23) **CONDITION OF CEMENT**

(a) The contractor shall procure 43 grade ordinary Portland cement conforming IS: 8112/Portland Pozzolana Cement conforming to IS: 1489 (Part-I) as required in the work of reputed brand such as ACC, Ultratech, Vikram, Shree cement, Ambuja, Jaypee, J.K. or from any other reputed cement manufacturer having a production capacity not less than one million tonnes per annum as approved by EM, DDA shall be used in production of RMC. . Supply of cement shall be taken in 50 Kg. Bags bearing manufacture name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case test result indicate that the cement arranged by the contractor does not confirm to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a weeks' time of written order from the Engineer-in-charge to do so.

(b) The cement shall be brought at site in bulk supply of approximately 50 tones.

(c) The two cement godowns one for the untested and other one for cement that has been tested & approved capacity to store a minimum 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of cement godowns. The keys of the one lock shall remain with Engineer-in-charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for watch and ward a safety of the cement godowns and no extra payment shall be paid for the same. The contractor shall facilities the inspection of the cement godowns by the Engineer-in-charge or his authorized representative at any time.

(d) The cement shall be got tested by the Engineer-in-charge and shall be used on work only after test results have been received. The contractor shall supply free of charge the cement required for testing. The costs of tests shall be paid/borne by the contractor.

(e) Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

(f) Damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within three days of receipt of such notice, the Engineer-in-charge shall get it removed at the risk and cost of the contractor.

(g) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical, consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. No payment for excess consumption of cement will be allowed. However, the lesser consumption beyond permissible theoretical variation recovery shall be made in accordance with conditions of contract without prejudice to action for acceptance of work/item at reduced rate or rejection as the case may be.

(h) For non-schedule items, the decision of the superintending Engineer regarding theoretical quantity of cement which should have been actually used, shall be final and binding on the contractor.

24. **CONDITIONS OF STEEL**

i) The contractor shall procure steel reinforcement of Thermo Mechanically treated Bars having tensile strength i.e. Fe 500 conforming to BIS codes directly from the main producers i.e. SAIL, TISCO, RINL and JINDAL & other steel manufacturers approved by the Special DG/CPWD confirming to OM No. DG/MAN/382 dt. 06.02.2019 with upto date amendments. The contractor shall have to submit documentary proof to the satisfaction of the Engineer-in-charge of having procured the steel reinforcement from the main producers. The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken by the

Engineer-in-charge and got tested in accordance with provisions of relevant specifications.In case, test results indicate that the steel arranged by the contractor does not confirm to the specifications, the same shall stand rejected and shall be removed from the site of work by the contractor at his own cost within 7 days of written order from the Engineer-in-charge to do so.

ii) The steel reinforcement bars shall be brought to site in bulk supply of 10 tones or more or as decided by Engineer-in-charge.

iii) In case of non-availability of steel from primary producers, the EE concerned may permit use of TMT reinforcement bars produced from secondary producers, in such case the grade of steel to be procured should be Fe500 as per BIS: 1786-2008 and the secondary steel producer must have valid license to procure HSD bars conforming to IS:1796-2008. In addition to BIS license, the secondary steel producers of steel must have valid license from either of the firms Tempcore, Thermax, Evcon Turbo & Turbo Quench to produce TMT bars.

iv) The steel reinforcement shall be stored by the contractor at site of work in such ways as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilities easy counting and checking.

v) For checking nominal mass, tensile strength, bond test, re-bend, test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

Size of Bar	For consignment below 100 tones	For consignment over 100 tones
Under 10 mm dia bars	One sample for each 25 tones, or part thereof.	One sample for each 40 tones or part thereof.
10 mm to 16mm dia bars.	One sample for each 35 tones or part thereof.	One sample for each 45 tone's or part thereof.
Over 16mm dia bars	One samples for each 45 tone's or part thereof	One sample for each 50 tone's or part thereof.

vi) The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor.

vii) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

viii) There shall be no change in the dia and spacing of reinforcement bars as provided for Fe500 grade steel in the structural drawing.

ix) The steel brought to the site and the steel remaining unused shall not be removed from site without permission of Executive Engineer.

x) In case contractor is permitted to use TMT reinforcement bars procured from secondary producers then the base price TMT reinforcement bars under Schedule 'F' shall be reduced accordingly. The rate of providing and laying TMT reinforcement bars as quoted by the contractor in the tender shall also be reduced accordingly (The rate of reduction shall be same inclusive of contractor's profit and overheads as applicable).

xi) The agency shall have to provide cement slurry coating on the reinforcing bars as soon as the sane are brought at site of work and shall be stacked on brick/timber platform above 30 – 40 cm height from ground level. Nothing shall be paid on this account.

26. <u>CONDITION FOR WATER:</u>

25.1 The contractor shall make his own arrangement for providing water for construction and drinking purpose. Water charges shall not be recovered on account of it. Contractor shall get the water tested from any laboratory approved by the Engineer-in-charge at regular interval as per QAC Circular of DDA and CPWD Specifications. All expense towards collection of samples, packing transportation and testing charges etc. shall be borne by the Contractor.

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25.2 If the tube well water is not suitable, the contractor shall arrange suitable water from municipal or any other source at his own cost and nothing extra shall be paid to the contractor on this account. The water shall be got tested frequently specified in latest BIS code/CPWD specifications.

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

27. (a) The above site will be given on temporary basis. After the completion/ stoppage/ recession of the work, clear site shall have to be handed over to the Engineer-in-charge, similarly the site for labour camp given to the agency shall be returned after the completion/ stoppage/ recessions of the work free from the al occupation.

(b) All the above land handed over only for the execution of above-mentioned work. An agreement with regard to handing over land for above mentioned use only is to be made by the agency as per undertaking performa.

(c) If the agency delayed the vacation of occupied area of land after the completion recorded/stoppage/recession of the work, he will be charged at the rate of Rs. 150,000/- per month per hectare. The decision by the SE will be binding and final. I/we hereby undertake that.

1. Full site free from any encroachment has been handed over to me/us on ……
2. The labour huts…… in nos. pitches/ constructed by me/us at site as shown on the site plan and duly signed by we/us belong to me/us.
3. These shall be removed from the site before the completion of the work. In case of failure to do so, the department can get same removed at any risk and cost.
4. The contract shall not be finalized till the Engineer-in-charge gives a certificate that the area occupied by the labour of the contractor has been cleared/ vacated by the contactor.

Signature of Contractor

28) During construction for the creation of street light poles, suitable arrangement such as base plates, brackets, conduits, pipes & duct etc. including bolts and nuts as per the requirement shall be provided/ embedded in the structure by the contractor.

29) **PREVENTION OF NUISANCE AND POLLUTION:**
The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupies of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of stream and water-ways. He shall make good at his cost and to the satisfaction of the Engineer-in-charge, any damage to roads, path, cross drainage works or public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor all waste or superfluous materials shall be cleaned by the contractor without any reservation entirely to the satisfaction of the Engineer-in-charge.

30) No payment will be made to the contractor for damage caused by rains, floods, earthquake, fire, storm or other natural calamities or accidents, during the execution of works and no such claim on this account will be entertained, not with-standing any other provision elsewhere in the tender documents.

31) From the commencement of the work to the completion of the same the area is to be under the contractor charge. The contractor is to be held responsible for and to make good all injuries, damage and repairs for the same caused by fire storm, traffic, floods or other cause and Engineer-in-charge shall not be held responsible of any claim for injuries to person or for structural damage to property happening from any neglect, default want to proper care or misconduct on the part of the contractor of any one of his authorized representative in his

employment during the execution of work. The compensation, if any, shall be paid directly to the authorities concerned by the contractor at his own cost.

32) **EXISTING SERVICE:**

Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected against the damage by the contractor at his own expense. The contractor shall not store material or otherwise occupancy any part of the site in manner likely to hinder the operation of such services.

33) Before tendering, the tenderer shall inspect the site of work and shall fully acquaint him/her about the condition with regard to site, nature of soil, availability of material, extent of leads and lifts involved in the work (Over the entire duration of contract) including local conditions, traffics restrictions, obstructions and other conditions for satisfactory execution of the work. He should take into consideration all such factors and contingencies, while quoting his rates. No claim whatsoever shall be entertained by the Department on this account.

34) Periphery of works area shall be the area shown in the lay out plan of the scheme.

35) The contractor must study the specifications and condition carefully before tendering and drawing referred in the tendered documents are available for inspection of in tendering tenderers in the office of the Executive Engineer. Tenderer shall inspect the same and acquaint him/her with the work to be executed. Tenderer who shall desirous to have these drawing can obtain them by making payment as decided by the Engineer-in-charge. The contractor shall have no claim with reference to these drawings in respect of any of the rates after acceptance of the tender.

36) The architectural, structural and other services drawing for the work shall at all-time be properly co-related before executing any work and no claim whatsoever shall be entertained in this respect.

37) The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and material as well as inspection of works by the Engineer-in-charge. Nothing extra shall be paid on this account.

38) The building work shall be carried out in the manner so as to comply in the respects with the requirement of relevant bye-laws of the local body under the jurisdiction of which he works is to be executed. The work of water supply & internal sanitary installation, external water supply & drainage and electrical work shall be carried out as per bye-laws of the local body and the contractor shall produce necessary completion certificate whenever required from such authority after completion of work. Nothing extra shall be paid on this account. The contractor shall associate specialized agencies for sanitary and water supply. The work is to be carried out through licensed plumber and sanitary installation agency. For electrical work special condition for electrical work may be seen.

39) The work shall be carried out in such a manner so as not to interference or effect or disturb other works, being executed by other agencies, if any. He shall arrange his work with that of the other in an acceptable and coordinated manner and shall perform it, in proper sequence to the complete satisfaction of the Engineer-in-charge. Any damage done by the contractor to any existing work shall be made good by him at his own cost. Otherwise the same shall b got done at his risk and cost.

40) The contractor or his authorized representative should always be available at the site of work to take instruction from departmental officers, and ensure proper execution of work.

41) No work shall commence in the absence of contractors engineer and they shall certify in writing about the correctness of layout, alignment of structures and shall ensure stability of all structural and other building items.

42) All work and material brought and left upon the ground by the contractor or by his order for the purpose of forming part of the work are to be considered to be the property of the DDA and the same are not to be removed or taken away by the contractor or any other person without consent in writing of the Engineer-in-charge but the DDA is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or material either by the same being lost or damaged by weather or otherwise.

43) Royalty at the prevalent rates and all other incidental expenditures shall have to be paid by the contractor on all the boulders metal, earth, sand, bajri etc. collected by him for execution of work of the state or Central Government. His rates are deemed to include all such expenditure and nothing extra shall be paid.

44) The contractor shall be responsible for the protection of sanitary, water supply and drainage fittings and other fittings and fixtures against pilferages and breakage during the period of installation and thereafter until the building is handed over.

45) Water tanks, taps, pipes, fittings and accessories should conform to bye-laws and specification of the Municipal body/ corporation. The contractor should engage licensed plumbers in addition to associated specialized agencies/ consultant of sanitary and water supply as mentioned in Para of special conditions, for the work and get the materials (fixtures, fitting) tested by the Municipal body/corporation authorities, wherever required at his own cost and nothing extra will be payable.

46) The contractor shall take all necessary precautions to prevent any nuisance or in convinces to the owner, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams, and waterways. He shall make good at his cost and to the satisfaction of the Engineer-in-charge, any damage to roads, paths, cross-drainage works or public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. Almost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/ users of adjoining buildings.

47) The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawing etc. (FPS units wherever indicated are for guidance only).

48) One flat as directed by the Engineer-in-charge will be selected as sample flat in which samples of all items taken in schedule of quantities shall be executed by the contractor and got it approved by the Engineer-in-charge before such items are executed on the project. However, he shall complete one sample unit within six months from the date of start of the work.

49) The Engineer-in-charge shall not be Precluded or stopped for taking any measurements and framing of estimates or detaining any certification made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed and material furnished by the contractor and from showing that any such measurements, estimates or certificates in nature are incorrectly made, such that the Engineer-in-charge shall not be precluded or stopped from recovering from the contractor such damage as it may be sustained by reason of his failure to comply with the terms and conditions of the contract.

50) Neither the acceptance by the Engineer-in-charge nor any payment for or acceptance of the whole or any part of the work nor any extension of time nor any possession taken by the Engineer-in-charge shall operate as wavier of any portion of the contract or any power herein reserved or of any right to damage. A wavier or any breach of the contract shall not be held to be waiver of any other or subsequent breach.

51) Engineer-in-charge shall have full powers to send workmen employed on the premises to execute fittings and other work not included n the contract for whose operations the contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such manner as not to hinder the progress of the work included in the contract.

52) The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contracts or piece meal workers or by the Engineer-in-charge and shall as far as possible arrange his work, shall place an dispose off the materials being used or removed, so as not to interfere with the operations of the other contractor, piece meal workers, or of DDA or other Departments. He shall arrange his work with that of the others in an acceptable manner and shall perform it in proper sequence to complete satisfaction of others.

53) Any permission, if required from police authorities or other department for closing or cutting of the road will be obtained by the contractor himself. He will have no claim for any financial loss or extension of time on this account.

54) **Shops**

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

the Engineer-in-charge failing which penalty shall be levied on the contractor at the rate of Rs. 150.00 per day of delayed involved.

55) Construction of labour tents near the work sites shall be avoided as far as possible. Whenever labour tents are pitched, the contractor shall prepare a plan of the allotted area by the Engineer-in-charge for this purpose to be occupied by the labour of the construction agency reflecting thereon, the number of tents to be constructed. The final bill shall not be paid unless all the tents are to be cleared from the site.

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

57) Unless stated otherwise, rates quoted by the contractor shall hold good for work at all height and depths. The contractor shall not be paid anything extra for maintaining the good condition of works executed till completion of the entire work; nor on account of damage to the works caused by rains or other natural phenomenon during the execution of works.

58) The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, dewatering and other inputs involved in the execution of the items.

59) Payment for work in different floors, extra for items for RCC, brick work above different floors level shall be made at rates provided for these items. For operations of these rates, the floor level shall be considered as the top of main structural RCC slab in that floor viz. top RCC slab in main room and not the top of any sunken or depressed floor for lavatory slabs.

60) The rate shall be inclusive of working under water and adverse conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods, and sub-soil water level being high or any cause whatsoever.

61) Lowest rate of the item shall be paid in case the item appears in more than one schedule of quantities of the same contact.

62) Cutting of holes in walls, floors, chajjas, RCC slabs etc. the tendered rates shall include the cost of cutting holes wherever required and making good the same nothing extra shall be paid for this.

63) **LEVY OF TAXES:**

63.1 The contractor shall keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of DDA and further he shall furnish such other information / documents as the Engineer-in-charge may require.

64) Steel windows shall be obtained from approved factories after approval of Engineer-in-charge.

65) The hinges of door shutter shall be welded to iron frames at full length of contact area each eyes and hooks shall be provided to such frames as per requirement. Nothing extra shall be paid for this work so for providing padding for fixing the fitting to suit iron frames.

66) Rate for steel window shall be deemed to exclude the cost of providing M.S. stays and windows fastener of approved type. The rates of M.S. Grills shall cover all work provided. No distinction shall be made between plain and ornament grills for payment. The grills should be welded along with the full length of the structure with MS frames of doors & windows.

67) The contractor shall leave recesses, holes, opening etc. as may be required for the electric, air conditioning and other related works (for which inserts, sleeves, brackets, conduits, based plates, clamps etc. shall be supplied free of cost by the contractor unless otherwise specifically mentioned) and the contractor shall fix the same at the time of casting of concrete, stone work and brick works if required and nothing extra shall be payable on this account unless otherwise mentioned in the item/ contract.

68) The contractor shall submit drawings of staging and shuttering arrangement; electrical and firefighting works for approval of Engineer-in-charge. The contractor shall also submit bar bending schedule for approval of Engineer-in-charge before execution.

69) The contractor through his engineer shall ensure quality construction in a planned and time bound manner. Any substandard material/ work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-charge.

70) The contractor shall make his own arrangements for obtaining electric connection, if required and make necessary payments directly to the department concerned. The department will however make all reasonable recommendations to the authority concerned in this regard.

71) 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.

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72) The work of electrification and other internal and external services may be carried out simultaneously by other agencies with the work being tendered for against the enclosed contract documents. The contractor shall afford necessary facilities for the same.

73) The contractor shall be required to do the work of development simultaneously along with building work as per the direction of the Engineer-in-charge.

74) The contractor shall give a performance tests such as smoke tests pressure test of the entire installation as per standard specification before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

75) Contractor may be required to execute the work under foul position.

76) No payment will be made to the contractor for damage caused by rains, or other natural calamity during the execution of the works and no such claim on this account will be entertained unless specified otherwise.

77) The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-charge. No heating of bitumen in drums for any purpose whatsoever shall be allowed.

78) The removal of mabla/garbage/from the site shall be disposed of by the contractor at any suitable place as directed by the Engineer-in-charge.

79) The surplus soil/ earth shall be disposed of as per directions of Engineer-in-charge. The field staff shall keep the record of initial levels and final levels of all such low-lying area.

80) All material which are specified to be tested at the manufacturers workshop satisfactorily passes the test in presence of authorized representatives of Engineer-in-charge before being used in the work. In case all requites testing, facilities are not available at the manufacturer's premises, such testing shall be conducted at laboratory approved by the Engineer-in-charge.

81) The item of external finishing shall be taken after getting the approval of the Engineer-in-charge. The item of external finishing if got execute from another agency may need a close co-ordination between the items of external finishing for which the contractor shall have to work in close liaison with second agency as per direction of Engineer-in-charge

82) Barricading of excavated trenches on both side of the trenches to the height of 1.60 meters with galvanized steel plain sheet of1.00mm thick (class-I) fixed on 100mm dia Sal ballies 3m a part with nails etc. will also provide red strips on sheet with aluminum paint 75mm wide alternatively on outside of sheets vertically and no extra payments will be made on this account.

83) Welding wherever required in the structure like grill, railing and frames shall be done in full length along the contact area of the member, tuck, welding is not allowed, unless otherwise specified.

84) The weep holes, expansion joints wherever require in SW drains any be provided at suitable intervals as per specification and nothing extra shall be paid out on this account.

85) Engagement of apprentices by the contractor under Apprentices Act, 1961 shall be fully observed and no claim on this account shall be entertained.

86) The contractor shall during the currency of contract when called upon by the Engineer-in-charge and also ensure engagement of sub-contractors and other employed by the contractor in connection with the works apprentices for such periods as may be required by the Engineer-in-charge. The contractor shall then retain them as required under the Apprentices Act. 1961 and the rules made there under and shall be responsible for all obligations of the employer under the said Act, including the liability to make payments to apprentices as required under the Act.

87) **SEWERAGE WORK:**

87.1 The contractor shall carry out the work of sewer lines in close co-ordination with works of the services in the area. The contractor shall have no financial or other claims arising out of lack of co-ordination.

87.2 No payment shall be made for the excavation for RCC pipes lines for the portions covered by the excavation for construction of manholes.

87.3 Earth excavated from trenches shall be stacked at a distance from the top edge of excavation, equal to depth of the trench below ground level or equal to 1.5m whichever is greater.

87.4 SFRC Covers should be engraved with date of manufacturing, name of manufacture and ISI mark and DDA.

88) Where ever necessary the SCI pipes and GI pipes shall be fixed in RCC Columns, beams etc. with scrub plugs and nothing extra shall be paid for it.

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

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90) The contractor is to provide, at all items during the progress of the works and the maintenance period, proper means of access, with ladders, gangways etc. and other necessary attendant to move and adopt as directed for the inspection or measurements of the works by the Engineer-in-charge or his authorized representative.

91) The following specialized works shall be carried out by specialist persons or manufacture with the approval of the Engineer-in-charge.

(i) Stone & marble works.

(ii) Steel doors, windows and rolling shutters.

(iii) Terrazzo tile flooring/ mosaic flooring/ glazed tiles and ceramic tiles/ exposed aggregate finished plaster.

(iv) Flush doors/ fire doors.

(v) Painting & polishing.

(vi) Water proofing treatment of basement roof, terrace or balconies, sunken portions of toilets in all floors, water tank etc.

92) Where the contractor is required to provide materials of certain sizes or weight which may have gone out of market due to change over to metric standard, substitute conforming to the nearest equivalent on the higher side, as approved by the Engineer-in-charge shall be used no claim of any payment shall be entertained on this account.

93) The contractor shall make the following available readily and in a working condition at site to ensure proper quality of work. The dumpy level with staff, steel tapes, stops watch, platform type weighing machine of 200 kgs capacity, steel balance with weights, spring balance, slump cone "with tamping rod, 15 cm moulds, 24 Nos Plumb Bob, spirit level, Vernier/ Micrometer, calibrated cylinder, Hammers, thermometers.

94) The layout, alignment and the orientation of the different members of the structural works should be carried out after thoroughly checking the drawing and obtaining clarifications, if any from the Engineer-in-charge. The setting out work should be carried out by the precision surveying instruments and got approved from the Engineer-in-charge. The contractor shall arrange the necessary equipment and instruments.

95) The Engineer-in-charge shall require (where he deems so necessary) to provide grooves of approved pattern between various surfaces such as timber/ plaster, exposed plaster/ concrete/ exposed concrete/ brick work, ceiling/ walls/ skirting plaster between various concerting operations of same or different members (particularly in the exposed concrete work) or as required etc. such grooves shall be provided without extra charges and the contractors rate for various items are deemed to include the cost of all labour, tools and materials required for making such grooves.

96) Large seized details shall take precedence over small sized drawings. The contractor shall verify all dimensions at site.

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

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

99) The contractor shall be responsible for getting the necessary test certificates from the concerned branch of Municipal Corporation and also to get connection for the drainage and water supply from the concerned branch of Municipal Corporation.

100) The work shall be done in conformably with the plans and within the requirements of the general Architectural, Air conditioning, electrical and structure plans. This work shall be properly co-ordinate with the work of the other trades. Hangers and sleeves, structural opening shall be furnished in time for their installation as other work proceeds.

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Other Conditions:

101) The provisions made above are without prejudice to the rights of DDA to take action against the contractor under the condition of the contract for not doing the work according to the prescribed specifications.

102) The contractor shallconstruct suitable godown at site of work for storing the materials safe against damages from Sun, Rain, dampness, Fire, Theft etc. He shall employ necessary watch and ward establishment for this purpose.

103) Cement bags shall be stored property so that these are not affected by weather or by any other cause. The day-to-day receipt and issue statement verifiable should be submitted to the concerned Asstt. Engineer daily showing the work done against the cement issued duly signed by the contractor or his authorized agent.

104) The contractor shall bear all incidental charges, storage or safe custody for the materials.

105) All the instructions are to be followed by the contractor as issued by NGT/DPCC up to the actual completion of work.

106) Agency shall submit minimum Quality Assurance Plan for Civil and E & M works separately before start of work at site which shall be consisting of :

Lot, size, number of required tests and frequency of testing, volume of work, while deciding these criteria, CPWD specifications & provisions of BIS Codes and standard particles may be referred. Practical difficulties and site conditions etc. may also kept in view and lot size, number of tests and frequency of testing can be altered or modified by the NIT approving authority.

107) Felling/ Translocation of trees and seeking approval for Forest Clearance. :-

The Contractor to follow provisions contained in Delhi Presentation of Trees Act, 1994 (DPTA) for the projects where only permission for felling of trees is required and there is no involvement of the forest area. However, in case where diversion of forest land is involved for any non-forest use, the provisions of "The Forest Conservation Act, 1980" (FCA), should be strictly followed irrespective of the fact whether there is any involvement of felling of tress or not. The contractor will also refer to prevailing policies/guidelines issued by the Department of Forest, Central/State Govts. and Orders of Hon'ble Courts while applying for tree felling/translocation and during cutting/translocation of trees and diversion of the forest area for any project purpose.

a. Any work proposed in the Ridge/ Morphological Ridge area needs prior approval from the "Ridge Management Board" (RMB). If recommended by the RMB, the proposal is forwarded to the "Central Empowered Committee" (CEC). The Committee then submits its report to the Hon'ble Supreme Court for consideration and approval. After approval of the Hon'ble Supreme Court is accorded, the case is processed by the Forest Department for felling of tress under the provisions of FCA. The submission of the case details under DPTA of FCA may be done by the respective Engineer-in-charge, with prior approval of EM, DDA and is consultation of the Dy. Conservator of Forest (DCF), Forest Department, GNCTD. In all cases, final permission is issued by the Forest Department, GNCTD.
b. All permissions and approvals required for felling of trees and taking up non-forestry work in forest area, non-forest land including filing of affidavits in the Hob'ble Court shall be put up with complete details and map on file to the EM/DDA through the Chief Engineer (CE) of the Zone concerned for scrutiny and perusal.
c. All affidavits filed before the Courts of Law regarding trees to be felled/translocation or for working in forest land must be processed with details and formally vetted by the Legal Department.
d. It is to be ensured that the proposal of the development projects should be such that the translocation/felling of tree shall be minimum. All the alternative proposals should also be analyzed and kept on record. The planning of any project should be done in such a way that felling /translocation of tree in minimized. Efforts should be made to save each single tree.
e. No tree should be felled/translocated in area identified for development projects by contractors, unless formal and final permission in received from the Forest Department. All instructions contained in the approval of Tree officer should be adhered properly. It must be kept in mind that such approvals are received only after approval of the Hon'ble Courts and same must be ascertained by the Engineer-in-charge as well as contractor.

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f. In cases, diversion of Forest land for non-forestry purpose in involved, no work should be started unless final and formal approval of the Forest department under FCA is received, even if there is no involvement of felling of tree. It must be kept in mind that such approvals are received only after approval of the Hon'ble Courts and same must be ascertained by the Engineer-in-charge as well as contractor.

g. Efforts should be made of minimize felling/translocation of trees even after permission of forest department is received. Felling of trees should be carried out only when there is an utmost requirement to do so for the development project and only in unavoidable circumstances. Any felling to be done should be under the supervision of the Forest Department officials and record of same must be maintained.

h. The trees can be felled/translocated only after written permission of the Engineer -in-charge to the contractor. The Engineer-in-charge should place all records and approvals received from Forest Department to Chief Engineer through SE for taking permission to fell/translocation of trees. Without written permission of Chief Engineer, no direction should be given to the Contractor by Engineer-in-charge either verbal or in writing to fell/transplant any tree. It must be made sure that necessary permissions of the Hon'ble Courts have been received for the proposal of felling/translocation of trees or use of forest land for non-forestry use.

i. No work in Forest area/Ridge/Morphological Ridge or felling/translocation of trees are to be undertaken by Engineer-in-charge unless same is permitted in finality by the Forest Department GNCTD, MOE&CC. This should also be brought to the notice of Chief Engineer through SE and only after getting the written approval of CE, the Engineer-in-charge should give direction to the Contractor for further action to cut/translocation of any tree.

j. After the necessary approval is received form the Tree officer/ Forest Department, the translocation/felling of trees shall be done by the specialized agencies empaneled by the forest department under the supervision of the Forest Department.

108) In view of circular no. 02/2025 dated 20/08/2025 issued by CE(HQ&QAC)/DDA, the selected bidder shall have to deposit the below mentioned **Additional Performance Guarantee/ Performance Security** in case of abnormally low bids.

a) Where the bid price quoted by the bidder is below upto 25% of the Estimated Cost put to tender:- No additional performance security.

b) Where the bid price quoted by the bidder is below 25% to 40% of the Estimated Cost put up tender:- The additional performance guarantee percentage shall be incremented by 0.34% for every one percentage below in the price bid up to 40% with the maximum limit of additional performance guarantee is 5%.

c) Where the bid price quoted by the bidder is more than 40% below of the Estimated Cost put up tender :- The additional performance guarantee percentage shall be 5% in case where quoted rate is more than 40% below.

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ADDITIONAL CONDITIONS

1. The contractor shall carryout temporary works to ensure that required dead loads, imposed loads shared by the structural members under repair are safely transferred to the foundation. The rates quoted for all items of work unless otherwise specifically provided shall include the cost of providing all temporary works.

a) The contractor shall provide suitable barricading with suitably painted single row of G.I. sheets about 900mm wide nailed to or bolted with wooden poles spaced at 2 to 3 meters apart, each pole being 1.6 m to 2 m long, 80 to 100 mm diameter. The poles will be embedded in mobile iron pedestal rings suitably framed for giving stable support without hindering the traffic as per direction of the Engineer-in-Charge. All management (including watch and ward) of barricades shall be the full responsibility of the contractor. The barricades shall be removed only after completion of the work or part of the work. The contractor's rates shall include all the above items of work and nothing extra shall be paid to the contractor over and above his quoted rates.
OR
All sites shall be fenced with wind breakers/ barrier of 1/3rd (one third) height of building or 10m whichever is lower (or as revised by authorities at the time of EIA approval) for which no separate payment shall be made. At least two entrance gates shall be provided in the wind breaker/ barrier.

b) The Contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, marking, flags, lights and flagman as necessary, at either end of the excavation/embankment and at such intermediate points, as directed by the Engineer-in-Charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part. These provisions are in addition to the safety measures already mentioned in Contract form.

2. The contractor must study the specifications and conditions carefully before tendering. If there are varying or conflicting provisions made in any documents forming part of the contract, the Engineer-in charge shall be the deciding authority with regard to the intention/ interpretation of the documents and it will be binding without any reservation what so ever and nothing extra shall be paid. Any error in description, quantity or rate in schedule of work bills of quantities/items or any omissions there from shall not vitiate the contract or release the contractor from the execution of the whole work or any part of the work comprised there in according to drawing and specifications or from any of his obligations under the contract.
3. Any damages done by the contractor to any existing work shall be made good by him at his own cost. Existing drains pipes culverts, overhead wires, water supply lines and similar survey encountered during the course of execution shall be protected against damage by the contractor. The contractor shall not store material or otherwise occupy any part of the site in manner likely to hinder the operations of such service.
4. The structural and other drawings for the work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
5. The contractor shall maintain in good conditions all work executed by him till the completion of entire work allotted to the contractor.
6. All work and materials brought and left upon the ground by the contractor or by his orders for the purposes 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 the consent in writing of the Engineer-in-charge. DDA is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
7. The rates quoted in the tender shall be inclusive of all expenses for the proper and entire completion of work and shall be inclusive of all taxes, duties and levies including GST, municipal

taxes local taxes octroi all royalties, patent rights other incidental charges etc. The rate offered shall be final and no claim whatsoever on any account shall be entertained.

8. The contractor shall be responsible for the true and proper setting out of the work in co-ordination with the Engineer-in-charge or his authorized representative and for the correctness of the positions, levels, dimensions and alignments of all parts of the Structure and for the provision of all necessary instruments' appliances and labour in connection there with. If at any time, during the progress of the works, any error may appear or arise in the position's levels, dimensions or alignments or any part of the works, the contractor on being required to do so by the Engineer-in-charge, shall at his down expense rectify error to the entire satisfaction of Engineer-in-charge. The checking of any setting out of any line or level by the Engineer-in-charge or his authorized representative shall not relieve in any way, the contractor of his responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks, site details, pegs and other things used in the setting out and construction of work.
9. The Engineer-in-charge has the right to curtail or increase the scope of the work and this shall not affect in any way the other provision of the agreement.
10. Contractor has to produce manufactures test certificate for each lot of cement & steel procured at site.
11. Correctness of invert levels of drains as mentioned in the drainage scheme approved by MCD shall be truly achieved at site by the contractor and top level of drains shall be maintained as per directions of Engineer-in-charge.
12. The contractor shall take prior written permission from the maintenance authority of the area before making connection into the existing drain/nallah.
13. The contractor will submit to the Engineer-in-charge the BAR/PERT chart within 15 days of the award of work for completing the same within the stipulated period. The contractor shall follow the chart strictly and no deviation whatsoever shall be allowed there from. If the contractor fails to submit the BAR/PERT chart, the Engineer-in-charge shall get it prepared at the risk and cost of the contractor without any further notice to him.
14. The surplus excavated earth shall be disposed for utilization in the works after obtaining written permission from the Chief Engineer (Sports). A proper record is to be maintained by the Engineer-in-charge for the disposal of earth by mechanical transport for cross checking of the quantities for which the measurement has been recorded for the payment.
15. The office memorandum No.F.No.73(192)2015/circular/CE/QAC/DDA/170 dated 12/06/2018 and F.No.73(192)2015/circular/CE/QAC/DDA/171 dated 12/06/2018 issued by Chief Engineer (QAC),and the office memorandum No.F9(01)/Misc./18/SE(P)R/DDA/462 dated 14-08-18 issued by SE(HQ)R may strictly follows regarding C&D waste. The main contents of these memorandum are as under
16. The waste generator by the agency is bound to dump all the C& D waste in MCD approved dumping ground.
17. No payment shall be released to the agency until the agency produce the receipt from the approved MCD dumping ground/plants for dumping C & D waste.
18. Construction and Demolition (C & D) Waste management process facilities are available in NCT of Delhi at Burari, Shastri Park and Mundka with combined capacity of more than 2500 MT per day for effective management of such waste. IS: 383-2016 has permitted the use of Recycled Aggregate (RA) and Recycled Concrete Aggregate (RCA) produced from other than natural resources for using in plain and reinforced concrete. These changes have been incorporated in CPWD specifications vide OM No. DG/Specifications/C&D/08 dated 07.03.2016.
19. No payment shall be release to the agency until they produce the receipt of material procured from the approved C & D plants.

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20. Product manufactured from C & D recycled waste can be used in the work subject to quality control and meeting relevant standards and specifications is as follow:-
 (a) Screened soil for filling applications in road work and under floors.
 (b) Recycled aggregates of size upto 150 mm for sub-base applications in road work
 (c) Manufactured sand in plaster.
 (d) Concrete blocks, kerb stones, paver blocks in open areas and footpath etc.
21. At least 50% recycled material should be utilized for the items like providing or replacement footpath tiles, kerb stones, paver blocks and similar works subject to quality control and meeting relevant standard and specifications.
22. At least 25% recycled material like mixed sand, recycled aggregate (RA) in works for drains, boundary walls, footpath and other similar development works for items like cement plaster, plain cement concrete and items in road works etc. subject to quality control and meeting relevant standards and specifications.
23. At least 50% recycled materials like mixed sand, screen soil, re-cycled aggregate to be used for fillings under floors, soil fillings in foot path, sub base application in road work and similar items subject to quality control and meeting relevant standards and specifications.
24. At least 10% of recycled materials manufactured at c & d waste plant for Building works for item of plain concrete, lean concrete, reinforced concrete etc as per table 1 of IS 383: 2016.
25. The agency shall submit the purchase voucher of Recycled material recycled plant before making payment.
26. Before taking up the items involving dismantlement, pre-measurement will be got done by the Contractor from the Engineer-in-charge/ authorized representative of the Engineer-in-charge.
27. No dismantled material will be removed by the contractor from the site of work without obtaining written permission/ authority of the Engineer-in-charge or his authorized representative.
28. Wherever any reference to any Indian Standard Specifications occurs in the documents related to this contract, the same shall be inclusive of all amendments issued there to or revision thereof, if any, up to the date of opening of tenders.
29. Any cement slurry added over base surface or added for continuation of concreting for better bond is considered to have been included in the item (unless otherwise explicitly stated) and nothing extra shall be payable or extra cement considered in consumption on this account.
30. Preference shall be given to those articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available, the quality of samples brought by the contractor shall be judged by the standards laid down in the relevant ISI specifications / CPWD Specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved, which shall be preserved till the completion of the work. However, such articles which bear ISI mark but banned by CPWD will not be used.
31. The contractor shall make his own arrangement of water for completion of work and nothing will be paid on this account. The contractor shall get the water tested with regard to its suitability and conforming to the IS Code. The contractor shall obtain written approval from the Engineer in charge before he proceeds by using the same for execution of work. The contractor shall arrange municipal water at his own cost or if he intends to use tube well water and nothing shall be paid on this account.
32. For taking permission to execute the work, NOC, if any required from any Government agency like Delhi Traffic Police, DJB, DMRC, Flood & Irrigation Department of Delhi, Municipal Authorities, DUAC, and Environmental Clearance (if required) etc. the contractor will apply to the concerned agency and to get the required permission and send a copy of the application to the Engineer in-charge. The department will recommend the case to the concerned authorities. In no case any hindrance will be given for any delay by the authorities in giving permission for

the execution of work, nor will anything extra be paid on this account and responsibility of obtaining such permission will remain with the contractor.

33. The contractor shall pay to the Municipal Authorities, Police Department or other authorities all the fees etc. if required for execution of work, obtaining requisite licenses for temporary constructions, enclosure and pay all fees, taxes and charges which shall be leviable on account of other observation in execution of the contract. No extra claim shall be entertained on this account. However, department shall provide necessary assistance by way of forwarding the applications of the contractor.
34. All license fees, royalty charges shall be paid by the contractor direct to the authorities concerned. No claim will be entertained on this account.
35. The contractor shall ensure the entire water supply, sanitary installation and drainage work executed by him is leak proof and shall give a performance test of the entire water supply, sanitary installations, and drainage work as per standard specifications before the work is finally accepted, and nothing extra whatsoever shall be payable to the contractor for the test.
36. Unless otherwise specially provided, the rates mentioned for various item are for executing work on all floors / heights wherever provided payment for work at different floors, and extra payment for the items of RCC work, brick work, concrete work and stone masonry above different floor levels shall be made at the rates provided for these items. For operation of these rates, the floor level shall be considered as the top of main structural RCC slab in that floor viz. top of RCC slab in main room and not the top of any sunk or depressed floor in lavatory.
37. Nothing extra shall be paid for making holes in walls/RCC members etc. for fixing suspenders and frame works and making good the same to restore the original surface.
38. The work shall be carried out in such a manner so as not to interfere or effect or disturb other works being executed by other agencies, if any.
39. Any damage done by the contractor to any existing work shall be made good by him at his own cost, failing which the same shall be got done at his risk and cost.
40. The work shall be carried out in a manner complying in all respects with the requirement of relevant bye-laws of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
41. For completing the work in time, the contractor might be required to work in two or more shifts including night shifts and no claims whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay extra amount to the labour and other staff engaged directly or indirectly on the work according to the provisions of the labour regulation and/or for any other reason.
42. The contractor shall construct suitable godown at the site of work for storing the materials safe against damage due to sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose and no extra claim whatsoever shall be entertained on this account. The sketch of cement godown shown in GCC 2010 is for guidance only.
43. The contractor shall engage, with the prior approval of the Engineer-in-charge, a specialized agency for execution of integral cement-based water proofing treatment of roof (brick coba). In order to be eligible for approval the specialized agency must have satisfactorily completed at least one brick coba work of value not less than 80% of the value of the corresponding item(s) in the Schedule of Quantity or two brick coba works of individual value not less than 60% of the value of the corresponding item(s) in the Schedule of Quantity or Two brick coba works of individual value not less than 40% of the value of the corresponding item(s) in the Schedule of Quantity - at least one work out of these should have been executed in a Central government department or PSU - during last 5 years ending last day of the month previous to the one in which the tenders for this work were invited.

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.. The Contractor shall have to furnish guarantee bond for a period of Ten years against all defects in the work, leakages & seepage in tank & sanitary / water supply pipe lines from the date after the maintenance period prescribed in the contract and accordingly shall execute a guarantee bond to this effect in the proforma annexed as Annexure 'B' in the tender document. To keep a safeguard against this condition, in addition to other recoveries mentioned in the tender document elsewhere, an additional total sum equal to 10.00% (Ten percent) of the total gross value of work done of above items as "Ten years Guarantee money" shall also be recovered starting from first running bill and shall be kept withheld out of the sum payable to the contractor which shall be released at the end of five years after maintenance period prescribed in the contract subject to the satisfactory performance of the whole system. Fixed deposit receipt irrevocable bank guarantee of any nationalized bank / scheduled bank in favour of Sr. A.O/CAU(Sports), having validity for not less than five years after maintenance period prescribed in the contract shall be acceptable against guarantee money. It will be the liability of the contractor to rectify the defects of leakages/ seepages through soil/ waste pipe joints in plumbing and sanitary system including replacement within the above said period.

45. The agency will get the scheme approved from Chief Fire Officer before approval of drawings at the start as well as after completion of the work as per the latest fire norms and NBC 2016.
46. The agency has to prepare complete structural design drawings for foundation, superstructure, services and other structure to be provided/constructed within works area as per the provision contained in latest additions of BIS Codes / NBC 2016 / any other standard/code as applicable (latest version up to date correction/amendments/errata issued up to the last date of receipt of bid) taking into consideration the protection against seismic forces calculated as per IS: 1893 and IS: 1390 – 2016, IS:16700-2017 as per applicable for seismic zone for, sound engineering practice. Nothing shall be paid on this account. The contractor shall provide structural stability to DDA. However, checking and vetting of design drawing shall not absolve the contractor from the responsibilities of any failure in the structural design and RCC design during constructions as well as the specified period of the structures.
47. The structural drawing shall be got proof checked from one of the specified government agencies i.e. IIT (Delhi, Mumbai, Kanpur, Roorkee, Kharagpur and Madras) and CBRI (Roorkee) as decided by the Engineer-in-Charge and nothing shall be paid by the DDA. The structural drawing shall be endorsed for the execution by CE(Sports) concerned of DDA. After approval of the structural drawing, if any, modification in design/drawing is needed, as per site condition, the agency shall do /redo without any extra cost. The decision of Engineer-in-Charge shall be final and binding. No claim whatsoever will be entertained on this account.
48. Construction of all the planned buildings, houses and other structures like UGR, water gallery, pumphouse, boundary wall, ESS building, STP building, community needs (such as community/recreational hall, creche, library, reading room, senior citizen recreational room/club, society office, shop) etc. all complete as per approved designs, drawings and specification including complete finishing of sanitary and plumbing work. The plumbing shall be concealed.
49. 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 DDA and the same are not to be removed or taken away by the contractor or, any other person without special license and consent in writing of the Engineer-in-Charge, but the DDA is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
50. The contractor shall have to cart at his cost the material to the site of work as soon as these are issued from store. The materials will be issued during the working hours and as per rules of the DDA Stores from time to time.

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51. Factory made materials shall be procured only from reputed manufacturers or their authorized dealers.
52. Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer-in-charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work; contractor should negotiate with concerned specialized agencies and send their names for approval to Engineer-in-charge. Any material procured without prior approval of Engineer-in-charge in writing is liable to be rejected. Engineer-in-charge reserves his right to get the materials tested in laboratories of his choice before final acceptance.
53. Wherever in the project specification or BOQ, only one brand name of an item/product is mentioned, the contractor shall be allowed to propose and use the item/product of equivalent or better/standard quality, in case of the same item/product is not available, subject to the approval of Engineer-in-charge, without any additional cost.
54. Financial implications involved shall be considered and taken into account for affecting the recovery from the bill of the agency in the event of availing the option for using brand of material other than what has been specified, in case of its non-availability in the market.

55. The contractor shall submit photo state copy of the vouchers duly verified/attested by him for verification of actual purchase of any material whenever directed by the Engineer-in-charge.

56. Decision for selection of brand by the Superintending Engineer / Project Director (Sports) will be binding on the contractor and no cost adjustment shall be allowed in any account and no claim on this account shall be entertained.

57. All materials which are specified to be tested at the manufacturer's works shall satisfactorily pass the tests in presence of the authorized representative of Engineer-in-charge before being allowed to be 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 at the agencies cost.

58. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials brought by him at site of work and no extra claim whatsoever shall be entertained on this account by the department.

59. Necessary approval has to be taken from Forest Department for cutting of trees, if required. Any other necessary approval from statutory/ government body may be taken if required.

Executive Engineer
Sports Division-1

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GENERAL SPECIFICATIONS

1. **SPECIFICATIONS;**
   The entire work shall be done as per CPWD Specification 2019 Vol. I and II, and particular specification attached herewith till the date of opening of the tender. However, in case of discrepancy in the description of any item has given in the schedule of quantities appended with the tender and the specification relating to the relevant items that shall be sorted over as per CPWD Specification 2019 VOL. I & II. For formal shall prevail over, if the specification any item is not available in CPWD Specification 2019 Vol-I & II referred above, relevant BIS specification and MORTH Specifications for roads bridge works (fifth Revision) 2013, shall be followed. In case BIS specification are also not available. The decision of the Engineering in charge shall be final. Whenever any reference to any Indian Standard Specification occurs in the document relating to the contract the same shall be CPWD specification and **DSR 2023** is applicable with upto date correction slip.
2. Sample of all building materials, doors and windows fittings, sanitary wares and other articles required for execution of work shall be got approved from Engineer-in-Charge and only to be used. Article classified as first quality by the manufacture unless otherwise specified.
3. **Brick Work:**

a) Brick of class designation 7.5 shall be used unless otherwise specified in the nomenclature of the item.

b) The contractor will make his own arrangement for the entire quantity of bricks required for the works. Quality of bricks shall be judged as per specification and brick work is to be done with only FPS. Brick unless specified in the nomenclature of the item(s).

c) All mortar shall be mixed in mechanical mixture, no hand mixing shall be allowed for mixing of mortar.

4. **Reinforced Cement Concrete**

a) Form Work

b) **Cleaning and treatment of form work:** All rubbish, particular chipping, shaving and saw dust shall be removed from the interior of the form before the concrete is placed. The form where in contact with the concrete shall be cleaned and thoroughly wetted of treated with an approved composition to prevent adhesion between form work and concrete. Care shall be taken that such approved composition is kept out of the contact with the reinforcement.

b) the execution of centreing and shuttering the contractor shall use shuttering oil as per direction of Engineer-in-charge and nothing extra shall be paid on this account.

b) Stripping Time

In cases the concrete gain the required strength, de-shuttering shall be executed as follows:-
Walls, columns and vertical face of structural members : 48 hrs.

c) Removal of props under slab:-

a) Spanning upto 4.5 mtr. 7 days
b) Spanning over 4.5 mtr. 14 days

d) Removal of props under beams and arches:-

a) Spanning upto 6 mtr. 14 days
b) Spanning over 6 mtr. 21 days

In case of hot or cold weather, these periods may be varied at the discretion of Engineer-in-charge. The number of props left under their size and disposal shall be such as to be able to safely carry full dead load of the slab beam or arch as the case may be together with any live load likely to or during placing of concrete, curing or further construction.

e) **Removal of Form work**

Form work shall be removed in such manner as it would not cause any shock or vibration that would damage the concrete. Before removal of soffits and props concrete surface shall be exposed to ascertain that the concrete has sufficiently hardened.

5. Design Mix

a) Design mix concrete shall be used in the work for all structural members. **A computerized automatic batching plant of minimum capacity 15 cum per hour shall be installed at site if applicable or as directed by Engineer-In-Charge.**

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Concrete for all reinforced concrete works in column, walls footing, beams, slab and the like shall be deposited well consolidated by vibrating using portable mechanical vibrator. The rest of the concrete, such as the chajjas and shelves etc shall be deposited and well consolidated by pouring and tamping all care shall be taken to ensure keeping in view the purpose to be performed by the admixture the maximum dosage of admixture may be governed as per para 10.3.3 of IS: 456–2000 concrete safety and quality if shall be poured through concrete pumps.

b) The minimum quantity of Portland cement for M-25, M-30, M-35 & M-40 design mix RCC/CC shall be not less than 330kg per cum, 340kg per cum, 350 kg per cum & 360kg per cum respectively. The admixtures complying with IS:9103 can be used for improving workability and their performance shall be monitored as per clauses 5.5 IS: 456-2000 and clauses 4.1.2 of CPWD Specification 2019. Admixture should not impair durability of concrete nor combine with the constituents to form harmful compounds nor increase the risk and corrosion of the reinforcement. **Nothing extra shall be paid for use of admixture improving the workability of concrete. Nothing extra will be paid for pumping the concrete as well. Nothing extra will be paid if the cement is used in the cement concrete/RCC work more than quantity mentioned above and recovery shall be made for the less cement used upto permissible limit as mentioned in the schedule – F.**

The maximum water cement ratio for a particular concrete grade shall be kept as specified in IS: 10262 and shall not exceed the value given in table IS: 456-2000 which are as follows:

M 25 - 0.50
M 30 - 0.45
M 35 - 0.45
M 40 - 0.40

5.1 The concrete mix design will be carried out by the contractor through one of the following laboratories/test house and ready mixture concrete shall confirm to accepted design mix.

(i) IIT (Delhi, Mumbai, Kanpur, Roorkee, Kharagpur and Madras) and CBRI (Roorkee) as decided by the Engineer-in-Charge.

(ii) National Council for Cement and Building Materials Ballabgarh

(i) CRRI, Delhi, Roorkee.
(ii) DTU, Delhi.

5.2 In the event of all three laboratories being unable to carry out the requisite design/testing the contractor shall have to get the same done from any other laboratory with prior approval of the Engineer-in-charge.

5.3 The contractor shall submit the mix design report from any of above approved laboratories for approval of Engineer-in-charge within 30 days from the date of issue of letter of acceptance of the tender. No concreting shall be done until the mix design is approved.

5.4 The cost of packing, sealing transportation, loading, unloading cost of samples and testing charges for mix design in all cases shall be borne by the contractor.

5.5 For procurement of ready-mix concrete from the reputed ready-mix producing plants, the contractor shall within 15 days of award of work, submit list of at-least three RMC Plants mentioned in the list placed at page-94 or as approved by DDA along with detail of such plants including detail of transit mixtures and concrete pumps etc. to be deployed indicating name of owner/company, its location, capacity, technical establishment past experience and text of MOU proposed to be entered between purchaser (the contractor) and supplier (RMC Plant) to the Engineer-in-charge who shall give approval in writing (subject to draw the MOU). The contractor shall draw the MOU with approval of RMC plant owner/company and submit to Engineer-in-charge within a week of such approval. The contractor will not be allowed to purchase ready mix concrete without completion of above stated formalities for use in this project.

5.6 Notwithstanding the approval by Engineer-in-charge in aforesaid manner, the contractor shall be fully responsible for quality of concrete including input control, transportation and placement etc.

5.7 The engineer-in-charge will reserve right to inspect the RMC plant at any stage and reject the concrete if he is not satisfied about of quality of product. The contractor should therefore draw MOU/agreement with RMC owner/company very carefully keeping all terms and conditions specifications forming a part of this tender document.

5.8 The Engineer-in-charge reserves the right to exercise control over the:

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(i) Ingredient, water and admixture purchased, stored and to be used in the concrete including conducting of tests for checking quality of materials, recording of test results and declaring the material fit or unfit for use in production of mix.

(ii) Weight and quantity check on the ingredient, water and admixtures added for batch mixing.

(ii) Time of mixing of concrete.

(iii) Testing of fresh concrete, recording of results and declaring of mix fit or unfit for use. This will include continuous control on the workability during production and taking corrective action.
For exercising such control, the Engineer-in-charge shall periodically depute his authorized representative at the RMC plant. It shall be responsibility of the contractor to ensure that all necessary equipment manpower and facilities are made available to Engineer-in-charge/or his authorized representative at RMC plant.

5.9 Ingredient, admixture and water declared unfit for use in production of mix shall not be used. A batch mix found unfit for use shall not be loaded into the truck for transportation.

5.10 All required relevant records of RMC shall be made available to the engineer-in-charge or his authorized representative. Engineer-in-charge shall as require, specify guidelines and additional procedure for quality control and other parameter in respect of material and production and transportation of concrete mix, which shall be binding on the contractor and the RMC plant.

5.11 OPC of 43 grades (Confirming to IS-8112) of brand/make/source mentioned at page- 94 or other from other reputed cement manufacturer having a production capacity not less than 1.00 million tonnes per annum as approved by Engineer-in-Charge shall only be used for production of RMC.

5.12 The RMC produced concrete shall be accepted by Engineer-in-charge at the site after receipt of the same after fulfilling all the requirement of mix mentioned in the tender documents.

5.13 The item of the design mix cement concrete shall be inclusive of the entire ingredient including admixtures, if required, labour, machinery T & P etc. (except shuttering which will be measured and paid for separately) required for a design mix concrete of required strength and workability. The rate quoted by the agency shall be net and nothing extra shall be payable on account of change in quantities of concrete ingredient like cement and aggregates and admixture etc. as per the approved mix design.

5.14 Ready mix concrete shall be arranged by contractor as required at site work. The ready mix concrete shall be supplied as per the pre-agreed schedule approved by Engineer-in-charge.

5.15 The Engineer-in-Charge will right to inspect at any such stage and reject the concrete if he is not satisfied with the quality of product. The contractor should therefore draw MOU/Agreement with RMC owner / company very carefully keeping all terms and conditions/specifications forming a part of this tender document.

5.16 The Engineer-in-Charge reserves the right to exercise to control over :

a) Ingredients, water and admixtures purchased, stored and to be used in the concrete including conducting of tests for checking quality of materials, recording of test results and declaring the materials fit or unfit for use of production of mix.

b) Calibration check of RMC

c) Weight and quantity check on the ingredients, water and admixtures added for batch mixing

d) Time of mixing of concrete

e) Testing of fresh concrete, recording of results and declaring the mix fit or unfit for use. This will include continuous control on the workability during production and taking corrective action.

f) Ingredients, admixtures and water declared unfit for use in the production of mix shall not be used. A batch mix found unfit for use shall be loaded in the truck for transportation.

g) All required relevant record of RMC shall be made available to the Engineer-in-Charge or his authorized representative.

5.17 Pre-moulded cement mortar 1:2 mix (1 cement: 2 coarse sand) cubes will be placed between form work and reinforcement to achieve uniform and required cover of concrete in slab and beam bottom. For beam side and columns, factory made round type cover blocks shall be used.

5.18 Concrete mix shall not be handled twice at the site of work. Either concrete shall be pumped or through chute or through 0.50 cum buckets with crane arrangements for transportation shall be provided by the contractor for placing of concrete.

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5.19**SCAFFOLDING**

Double steel scaffolding having two set of vertical supports shall be provided for external wall finish, cladding etc. The supports shall bound and strong, tied together with horizontal pieces over which scaffolding platform shall be fixed. The holes for horizontal scaffolding pole shall be provided in header course only and nothing extra is payable on this account.

6.0**WOOD WORK:**

6.1 The shutter as specified, shall be obtained from factories to be approved by the Engineer-in-charge and shall confirm to relevant IS Code. The contractor shall inform well in advance. Engineer-in-charge the names and address of the factory where from the contractor intends to get the shutters manufactured. The contractor will place order for the manufacturing of shutters, only after written approval of the Engineer-in-charge in this regard is given. The contractor is bound to abide by the decision of Engineer-in-charge and recommended a name of another factory from the approval list in case the factory already proposed by the contractor is not found competent to manufacture quality shutters. Shutters will however, be accepted only if they meet the specified tests.

The contractor will also arrange stage wise inspection of the shutters at factory by Engineer-in-charge or his authorized representative. The contractor will have no claim if the shutters brought at site are rejected by the Engineer-in-charge in part of in full due to bad workmanship quality. Such shutters will not be measured and paid. The contractor shall remove the same from the site of work within 7 days after written instructions in this regard are issued by the Engineer-in-charge.

6.2: All finish and fixtures shall be got approved from the Engineer-in-charge before procurement well in advance and the approved samples shall be kept at site till completion of the work.

7. **STEEL WORK:**

7.1 The manufacture/fabricator of the following items of steel work shall be got done only from the workshops approved by the Chief Engineer concerned.

(i) Pressed Steel frames for entrance door & windows.

(ii) Tubular frame and window shutters (factory made).

(iii) Grill

7.2 The names of suitable workshops/factory having technical capability and experience in executing similar work shall be submitted well in advance for approval of the Chief Engineer for tubular frame and window shutters.

7.3 10mm dia M.S. tie bar shall be provided at the bottom end of pressed steel/Tee iron frames to maintain them in true alignment and nothing extra is to be paid for the same.

7.4 The railing height shall be clear height above the finished floor/tread. The height of vertical bars at the turning points of the stair-case railing shall be adjusted so as to provide smooth curvature to railing.

7.5 All the welded joints for Door and window shutters and frames shall have continuous or flush/ butt welding. The welded joints shall be properly finished by grinding before applying coat of primer.

8.0 **FLOORING:**

8.1 All the work in general shall be carried out as per CPWD specifications.

8.2 Only machine cut stone true shape, size and dimensions of stone etc. as specified shall be used for flooring work. Nothing extra shall be payable.

8.3 The ceramic tiles shall be as specified in the item. The tiles shall be specified colours as shown in the drawings and will be laid in pattern as per architectural drawings. Nothing extra shall be paid for laying tiles in specific pattern. The tiles should be of first quality of approved make.

8.4 Proper gradient shall be given to flooring for toilet, verandah, kitchen, court yard etc. so that the wash water flows toward the direction of floor trap. Any reverse slope if found shall be made good by the contractor by ripping open the floor/grading concrete and nothing shall be paid for such rectifications.

8.5 The flooring and skirting will be executed as per pattern of the Architectural drawings or as per approval of Engineer-in-charge and nothing extra shall be payable on this account.

8.6 Samples of flooring material are to be deposited well in advance to the Engineer-in-charge for approval. Approved samples should be kept at site with the Engineer-in-charge and the same shall not be removed without written permission of Engineer-n-charge. No payment whatsoever will be made for these samples.

8.7 Stone slab flooring shall be laid as per pattern approved by the Engineer-in-charge. The stone slabs shall be machine cut size as approved by Engineer-in-charge.

8.8 The rate of items of flooring inclusive of providing sunk flooring in bathrooms. Kitchen etc. and nothing extra on this account is admissible. The flooring is to be laid in pattern of various combinations as per architectural drawing. The flooring in treads and risers of staircase is to be laid in single piece. Nothing extra shall be paid on these accounts. The measurements shall be made for finished work of flooring.

9.0 **WATER SUPPLY & SANITARY INSTALLATIONS:**

9.1 For various fitting in internal services, the dimensions given in the following table shall be maintained:

S. No.	Items Bathroom	Height above floor level (mm)
1	Bib Cock	800
2	Shower Rose	2100
3	Stop Cock for Shower Rose	1100
4	WC (Bib Cock)	250
5	Wash Basin	800
6	Mirror (Bottom)	1200

S. No.	Items Bathroom	Height above floor level (mm)
7	Mirror (Top)	1800
8	Glass Shelf	1050
9	Tower Rail	1100
10	Kitchen Sink	900
11	Kitchen Tap	500
12		

9.2 The SCI/CI/PVC pipes and GI pipes etc. wherever necessary shall be fixed to RCC column, beams etc. with rawl plugs and nothing extra shall be paid for this.

The contractor shall submit completion plans for water supply, internal sanitary installation and building drainage work within thirty days of the date of completion. These plans are to be submitted on drawings prepared preferably through computers (I original copy plus 3 Photostat) on suitable scales to show the general arrangement and desired details. In case the contractor fails to submit the completion plans as aforesaid, security deposit shall not be released.

The variation in consumption of material shall be governed as per CPWD specification and clauses of the contract to that extent applicable.

The pig lead to be used in joining 100mm, 75mm, and SCI pipe joints shall not be less than 0.98 kg and 0.88kg per joint respectively. However, in case of less use of pig lead by more than 5% of quantity of pig lead, specified above shall be recovered from the contractor at market rate to be determined by Engineer-in-charge whose decision in the matter will be final.

The contractor shall bear all incidental charges for cartage, storage and safe custody of materials and shall construct suitable godowns, yards at the site of work for storing materials so as to be safe against damage by sun, rain, fire or theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his own cost.

Concealed piping or sanitary work shall be carried out with the help of suitable chases to be cut in the wall by chase cutting tool only. In no case haphazard cutting of wall by chisel shall be allowed. After fixing of pipes in chases, the chases shall be filled with cement mortar 1:3 (1 cement: 3 coarse sand) and nothing extra shall be paid on this account.

Sanitary fixtures shall be of the best quality approved by the Engineer-in-charge. Wherever, particular makes are mentioned, the same shall be provided as per the tender specification after approval of Engineer-in-charge.

All fixtures and fittings shall be provided with all such accessories as are required to complete the item in working condition whether specifically mentioned or not in the schedule of quantities, specifications, elsewhere in this tender document and drawings. The quoted rates shall be deemed to be all inclusive for a complete item fit for use including all material, Labour T & P, specials, equipments, testing and commissioning etc. Accessories shall include proper fixing

arrangements, brackets, nuts, bolts, screws and required connection pieces. Nothing extra whatsoever shall be payable on this account.

Fixing screws shall be half, round head chromium plated brass screws with C.P washers necessary or otherwise as provided/mentioned in the item.

Porcelain sanitary ware shall be glazed vitreous china of first quality free from warps, cracks and glazing defects and shall confirm to I.S. 2556-1967. Colors of sanitary ware be specified or as selected by the Engineer-in-charge. Nothing extra shall be payable on this account.

All fittings and fixtures shall be fixed in a neat workman like manner true to required level and heights and in accordance with the manufacturer recommendations and as per directions of Engineer-in-charge, care shall be taken to fix all inlet and outlet pipes at correct positions.

Horizontal pipes running along ceiling shall be fixed on structural adjustable clamps of approved design. Horizontal pipes shall be laid to uniform slope and the clamps adjusted to the proper levels so that the pipes fully rest on them and are properly secured.

9.3 **Clamps:**

a) Structural clamp shall be fabricated from M.S. Structural members i.e. rods, angles, channels flats as per detailed drawing or as directed. Contractor shall provide all nuts, bolts, welding material and paint the clamps with one coat of red oxide and two or more coats of enamel paint.

Whereas M.S. clamps are required to be anchored directly to bricks walls, concrete slabs beam or columns, nothing extra shall be payable for clamping arrangement and making good with the cement concrete 1:2:4(1 cement: 2 coarse sand: 4 grade stone aggregate 20mm nominal size) or as the mix of element (beam or columns) as directed by the Engineer-in-charge.

b) The fixing and jointing of CI/SCI pipes shall be done as per the provision contained in 12.23.3 of CPWD Specification 2019 VOL-1. In case of multi-pipe stack, the fixing of the pipes shall be done on MS brackets. The piping stack shall be installed at least 50mm away from the finished/plastered shaft wall.

The horizontal sanitary pipe lines in the sunken portion of toilets to be kept exposed below the RCC slab properly supported over the MS brackets so as to detect and properly attend the leakage and routine maintenance.

Utmost care should be taken to ensure proper water proofing of sunken portion at least one spout of 40mm dia pipe to be provided at suitable location to drain off the water in the sunken portion.

9.4(a) **PVC flushing cistern, Indian Orissa type water closet**

Indian W.C. shall be having low level flushing cistern of (10 liters) capacity. The cistern shall be conforming to I.S. 7231, as specified in the schedule of quantities, with all components in non corrosive material. The flush pipe shall be C.P. brass with suitable adopter for water closet inlet.

(b) **Vitreous China flushing cistern for European type water closet.**

European W.C. shall be having low level vitreous China flushing cistern of 10 liters capacity with all components in non corrosive materials. The flush pipe shall be C.P. brass with suitable adopter for water closet inlet.

(c) Rate for providing and fixing of water closet shall include all items and operations stated in the respective specifications and schedule of quantities to provide a complete item fixed for use and nothing extra is payable.

Quoted rates shall also be inclusive of cutting holes and chases and making good the same C.P. brass screws, nuts, bolts and any fixing arrangements required and recommended by manufactures including testing and commissioning.

9.5 **Flat Back Wash Basin:**

Flat back wash basin shall be white glazed vitreous china of size mentioned in schedule. Each basin shall be provided with R.S. or C.I. brackets and clips and the basin securely fixed to wall.

9.6 **Unplasticised PVC Pipes and Fittings**

UPVC pipes and fittings shall conform to IS: 13592 of specified class and sealing conforming to IS: 5382.

Jointing shall be done as per the manufacture recommendation. The pipes and fittings must have matching dimensions for a perfect joint. Loose or excessively tight joints in the system shall not be accepted. Fitting must have sufficient gap (approx 10mm) for permissible thermal expansion of pipes.

UPVC pipes shall be clamped to the wall with approved type UPVC or Galvanized Iron saddle clamps.

Rates for all items quoted shall be inclusive of all work and item given in the above mentioned specifications and schedule of quantities and applicable for the work under floors, in shafts or at ceiling level at all heights and depths. All rates shall also be inclusive of cutting holes and chases in RCC and masonry work and making good the same. All rates shall be inclusive of pre-testing and site testing of the installation, material and commissioning.

All UPVC rain water pipes shall be measured net when fixed correct to a centimeter excluding all fittings along its length. No allowance shall be made for the portion of pipes lengths entering the sockets of the adjacent pipes or fittings. The above will apply to both cases i.e. whether pipes are fixed on wall face or pillars or embedded in masonry or pipes running at ceiling level.

9.7 **Special Fittings:**

C.P. brass taps and stop cocks as specified in the schedule shall be provided. All floor traps grating in toilets, shower areas and kitchen shall be SCI.

9.8 The H.D.P.E. water storage tanks should be F.D.A. (Food Drug Addition) approved and tested by C.B.R.I. Roorkee and Public Health Engineering.

Laboratory. The Engineer-in-charge will get the tanks tested for the various tests laid down by test house approved by the Engineer-in-charge to ensure their suitability for storing potable water. The testing and other incidental charges shall, however be borne by the contractor and the contractor shall also provide the guarantee covered by the manufacture and the same shall be dually endorsed to the D.D.A. with manufacture's guarantee for all the above materials.

9.9 **Measurements**

Rates for all items quoted shall be inclusive of all work and items given in the above mentioned specifications and schedule of quantities and applicable for the work under floors, In shafts or at ceiling level at all height and depths. All rates are inclusive of cutting holes and chase in RCC and masonry work and making good the same.

All rates are inclusive of pre-testing and onsite testing of the installations, materials and commissioning or as specified in item of the work. All fittings shall be paid in numbers or as specified in item of the work.

10.0 **WATERPROOFING**

1. All areas where water proofing is to be done the water proofing shall be got done through firm specialized in water proofing.

   The item of water proofing in schedule of quantities pertains to the building works, shall be guarantee against Seepage/Leakage for a period of ten years. The contractor shall have to execute a performance bond in the prescribed Performa enclosed (ANNEXURE-A) with the tender documents.

2. The performance of the water proofing compound of approved makes to be used in cement shall be as per the nomenclature of the items as mentioned in the schedule of quantities.

10.1 **GUARANTEE BOND:**

Ten years guarantee bond in prescribed Performa attached (ANNEXURE-A) herewith shall be submitted by the contractor which shall also be signed by both the specialized agency and the contractor to meet their ability/liabilities under the guarantee bond. However, the sole responsibility about efficiency of water proofing treatment shall rest with the building contractor.

(10%) of the cost of the water proofing work shall be retained as additional security deposit and the amount so withheld would be released after ten years, from the date of completion of the entire work under the agreement, if the performance of the work done is found satisfactory. If any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of receipt of intimation of defects in the work. If the defects pointed out are not attended to within the specified period, the same will be got done from another agency at the risk and cost of the contractor.

However, the security deposit deducted may be released in full against bank guarantee of equivalent amount in favour of Engineer-in-charge/Sr. A.O.(C.A.U.)/Sports/D.D.A, if so decided by the Engineer-in-Charge.

The security deposit against this item of work shall be in addition to the security deposit mentioned elsewhere in contract form.

11.0 **FINISHING;**

11.1 The work shall be carried out as per CPWD specifications.

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11.2 The primer, synthetic enamel paint, snowcem etc. of makes as per approved list attached shall be used and brought to the site of work, in the original sealed containers. The material brought to the site of work shall be sufficient for at least 30 days of work. The material shall be kept under the joint custody of contractor and representative of the Engineer-in-charge. The empty container shall not be removed from the site till the completion of the work without permission of the Engineer-in-charge.

12. **CLEANING AND DISINFECTION OF PIPELINES**

On completion of hydraulic tests and before a pipe is disinfected, it shall be proved to be free from obstruction, debris and sediment by scouring or by any other process which the Engineer-in-charge may prescribed. Upon satisfactory completion of testing and cleaning, the pipeline shall be disinfected as under:-

Chlorine solution shall be applied at the charging point as the pipe line is being filled and dosing shall be continued until the pipeline is full and at least 50 parts of chlorine per million parts of water have been made available and distributed evenly. If ordinary bleaching power is used, proportion will be 150 gms of powder to 1000 liters of water. If a proprietary brand is used, the proportion shall be as specified by the manufactures. The treated water shall be left in pipeline for a period as directed but not exceeding 24 hours. Chlorine residual tests shall be taken at various points along the pipeline. The disinfection process shall be repeated until the sample of water taken from the pipeline is declared fit for human consumption by a recognized laboratory.

13. **SPECIFICATION FOR WATER SUPPLY, SEWERAGE & DRAINAGE**

General

13.1 The scope of work comprises supply, laying, installation, commissioning and testing of water supply, sewerage and drainage work including sanitary fixture and fittings. These works shall be executed as per the specifications of item attached and CPWD specifications (2019) Volume I & II with correction slips up to date of tender notice.

13.2 All the water supply and sanitary work shall be carried out by licensed plumber approved by the local authorities and skilled workmen, experienced in the trade.

13.3 All the work shall be completely concealed either within shafts or chase and dropped ceiling unless specifically shown in drawings or required otherwise.

13.4 All the work shall be adequately protected against corrosion, so that the whole work is free from damage throughout.

13.5 The contractor shall be responsible for coordinating the work with works of other traders sufficiently ahead of time to avoid unnecessary hold ups. Hangers, sleeves, recesses etc. shall be left in time as the work proceeds whether or not these are shown in drawings.

13.6 Only material of specified make subject to the approval of the sample by Engineer-in-charge shall be used.

13.7 The contractor shall submit as directed by Engineer-in-charge samples, manufactures, drawing, equipment characteristics and capacity data etc. of all the equipment, accessories, devices etc. that he propose to use in the installation condition and ready for use the satisfaction of the Engineer-in-charge.

13.8 Before the work is handed over the contractor shall clean all fixtures removing all plaster sticker, rust stain and other foreign matter, leaving every part in acceptable condition and ready for use to the satisfaction of the Engineer-in-charge.

a) All the sanitary works and fittings shall conform to I.S. standard. The contractor shall submit samples of all fittings and fixtures proposed to be used to the Engineer-in-charge for his approval. The approved samples shall remain with the Engineer-in-charge till the completion of work.

b) The G.I. fittings shall be of same grade and specification as prescribed for GI pipes.

13.9 All the workmanship shall confirm to Indian Standard Codes of practice. The fixing and finishing shall be neat, true to level and plumb.

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

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13.10 Manufacture instruction shall be followed closely regarding installation and commissioning.

13.11 All fixtures shall be protected throughout the progress of the work from damage. Special; care shall be taken to prevent damage and scratching of the fittings. Tool marks on exposed fixtures shall be removed with hot water only after the final completion of work.

14.0 **CERAMIC GLAZED TILES**

14.1 The agreement item provides for all colors/shades-design and prints of any size to be used as per the direction of Engineer-in-charge.

All fixtures and accessories shall be fixed in accordance with a set pattern matching the tiles, or interior finish, as per architectural requirements.

14.2 **Preparation of surface & laying**

Base concrete or the RCC slab on which the tiles to be laid shall be cleaned wetted and mopped. The bedding mortar shall be as specified in the item of the work.

Glazed tile

14.3 Work shall be carried out as per item of schedule of quantity and CPWD specification 2009 VOL-I & II with up to date correction slip.

15.0 **EXPANSION JOINTS:**

15.1 Expansion joints are to be covered as per item of schedule of quantity.

16.0 **CONSTRUCTIONS JOINTS:**

16.1 The contractor shall give his proposal for location and treatment of construction joint. The construction joint shall be provided only at places and in the manner as approved by Engineer-in-charge.

16.2 Except where shown otherwise on the drawing, reinforcement shall continue through construction joints.

16.3 The foreign matter and laitance shall be cleaned properly by compressed air before starting further work.

17.0 **PRECASTING WORK:** The precast kerb stone, pavers block, SFRC Cover/frames. As stipulated in the schedule of quantities shall be procured by the contractor from one of the approved lists of manufacturers before execution of work, contractor shall submit Engineer-in-charge the name of the firms along with their quality assurance system. The Engineer-in-charge have right to inspect the factories of manufacture before and during production of precast member. During manufacture of precast members at least six cubes 150 mm x 150 mm x 150 mm out of the concrete mix shall be casted in the factory of pre-casting for each day of manufacturing in the presence of representative of Engineer-in-charge. The three cubes shall be tested after 7 days of casting and balance 3 cubes shall be tested after 28 days of casting. After manufacturing and curing of precast members and their supply at site Engineer-in-charge shall have right to do/ conduct any nondestructive test on precast, member to assure the quality of member if found necessary by tests. However minimum of one no. nondestructive test/rebound hammer test shall be done by Engineer-in-charge on one precast member out of 500 members/ kerb stone so produced and supplied.

18.0 **EXTERNAL FINISHING:**

The external finishing with Textured paint over plaster shall be done as per CPWD specification and as per item of schedule of quantity and sample of such Textured paint over plaster shouldbe prepared by the contractor and got approved by Engineer-in-charge before undertaking mass work.

Note: All material to be used should be ISI marked with the prior approval of Engineer-in-charge. In case of some products not manufactured with ISI marking, prior approval of Engineer-in-charge be obtained and sample be got approved.

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

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LIST OF MATERIALS AND MAKE

S.No.	Materials	Brand / Make
1	Grey Cement (Portland cement)	Ultratech, Birla Uttam, ACC, J.K., Shree, J.P.
2	White Cement	Birla White, J.K. white, Travancore
3	R.M.C.	ACC, Ultratech, LAFARGE, NDCON Constructions, Prism Johnson Ltd., Shri Ram Ready Mix Concrete Pvt Ltd.,
4	Steel (T.M.T. Bars)	SAIL, TISCO, RINL, Jindal, TATA & other steel manufacturers approved by the Special DG/CPWD confirming to OM No. DG/MAN/382 dt. 06.02.2019 with upto date amendments.
5	Structural steel	TISCO, SAIL, JINDAL, RANA, CAPITAL, TATA.
6	Bitumen	I.O.C.L, B.P.C.L., H.P.C.L.
7	Paint & Distemper	ICI, Spectrum, Nerolac, Asian Paints, Berger, Birla OPUS Plus, /s Trimurti wall care products Pvt. Ltd., /s Trimurti wall care products Pvt. Ltd., Kamdhenu Colour and Coating Limited.
8	Water Proofing cement paint.	Super Snocem. Aquacem, Asian.
9	Chequerred precast cement concrete tiles	Ultra, K.K, Unistone, Nitco prefab, Terrafarma
10	Flush door, Ply Board & Ply	Duroboard, Jwala, Jyoti, Swastik
11	PVC Pipes & fittings	Prakash, Supreme, Finolex, Astral
12	Float Glass Sheets	Float Glass India, Modi Float Glass, Saint Gobain.
13	Aluminium fittings	Adarsh, Argent, Classic, Arkay
14	Sanitary Chinaware Fittings	Parryware, Cera, HIndware, Jaguar, Kohler.
15	Looking Mirror on float Glass	Atul, Gold Glass, Saint Gobain
16	Plastic WC seat cover	Commander, Diplomat, Bestolite
17	Glazed tiles/ Vitrified tiles/ Acid Alkali Resitant tiles	Johnson, Nitco, Somani, Kajaria, Orient Bell
18	G.I. Pipes Medium Grade	Jindal (Hissar), TATA, GST
19	G.I. Fittings	Unik, R-Brand, /s Trimurti wall care products Pvt. Ltd.
20	C.P. Fittings	Jaquar, & HIndware, Kohler
21	Sand cast Iron Soil & waste pipe & fitting	RIF, SRIF
22	Brass Stop Cock & Bib Cock	Leader, GPA, Sant, Zoloto
23	C.I. Sluice Valve/Non-Return valve	Kirloskar, Venus, IVC
24	SFRC Manhole Cover	K.K., Bee-Key
25	Precast interlocking Paver block	K.K. or equivalent
26	RCC Pipes	Indian Hume Pipe, Laxmi (ISI marked)
27	Water proofing Compound	Tapcrete, CICO, Acco proof, Pidilite
28	Tile /Stone Adhesive	CICO, Pidilite, M/s Trimurti wall care products Pvt. Ltd.
29	M.S. Pipe	TATA, G.S.T., Jindal (Hissar)
30	UPVC Pipes	Supreme, Prakash, Finolex, Astral
31	EPDA. Neoprene	HANUIND/BOHRA/ROOP
32	Aluminium Sections	Jindal/Hindalco/Century
33	Spider Fittings	Soliver/Dorma/GEZE
34	Patch Fittings	DORMA-PSTEIES/GEZE-PT SERIES
35	F.R.C. Tile	ULTRA Tile or Equivalent.
36	Autoclaved aerated cement blocks	Shree AAC block, Built teck conforming to IS:2185 part-(III) 1984. as approved by the Engineer-in-Charge.

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

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38.	Modified Bitumen	Usha Lubes, Ooms Polymers, Tiki Tar, Jalnidhi Bitumen, Bengal Bitumen, AR Thermosets, Hindustan Coals
39.	Bitumen Emulsion	Art Infra Solutions, Friends Asphalt, Jalnidhi Bitumen Specialties, Jaydeep Polycons, MBD Industries, Om Petrochemicals, Singcocks Chem, Neeluka Metal Powder & Chemicals, KM Chemicals.
40	Thermo Plastic Paint	CBM, CMS, Reliance Thermoplast
41	Plaster of Paris, Ready mix plaster	M/s Trimurti wall care products Pvt. Ltd.
42	Wall Putty	M/s Trimurti wall care products Pvt. Ltd., Kamdhenu Colour and Coating Limited. Birla White

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

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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

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…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

Appendix 'III'

LABOUR BOARD

Name and work ----------
Name of Contractor ----------
Address of Contractor ----------
Name and address of Division ----------
Name of Labour Officer ----------
Address of Labour Officer ----------
Name of Labour Enforcement Officer ----------
Address of Labour Enforcement Officer ----------

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

Weekly holiday ----------
Wage period ----------
Date of payment of wages ----------
Working hours ----------
Rest interval ----------

Appendix 'IV'

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	Father's/ Husband's name	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	4	5	6	7	8	9	10	11	12

Appendix 'V'

MUSTER ROLL

Name and address of contractor ----------
Name and address of establishment under which contract is carried on ----------
Nature and location of work ----------
Name and address of Principal Employer ---------- For the Month of fortnight -----

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

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

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Appendix 'VI'

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

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

Appendix 'VII'

Wage Card No. ----------

(Obverse)

WAGE CARD

Name and address of contractor ----------

Date of Issue ----------

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

Designation ----------

Name of workman ----------Month / Fortnight ----------

Rate of Wages ----------

	1	2	3	4	5	6	7	8	9	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…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

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Appendix 'VII'
(Reverse)

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

WAGES SLIP

Name and address of contractor ----------
Name and Father's/ Husband's name of workman ----------
Nature and location of work ----------
For the Week/ Fortnight/ Month ending ----------

1. No. of days worked ----------
2. No. of units worked in case of piece rate workers ----------
3. Rate of daily wages/ piece rate ----------
4. Amount of overtime wages ----------
5. Gross wages payable ----------
6. Deduction, if any ----------
7. Net amount of wages paid ----------

Initials of the Contractor or his representative

Appendix 'VIII'

Form-XIV [See rule 76]

EMPLOYMENT CARD

Name and address of contractor ----------
Name and address of establishment in/under which contract is carried on ----------
Name of work and location of work ----------
Name and address of Principal Employer ----------

1. Name of the workman ----------
2. S.No. in the register of workman employed ----------
3. Name of employment/ designation ----------
4. Wage rate (with particulars of unit in case of piece work) ----------
5. Wage period ----------
6. Tenure of employment ----------
7. Remarks----------

Signature of Contractor

Appendix 'IX'

Form-XV (See rule 77)

SERVICE CERTIFICATE

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

.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…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T) AE(P)/SD-1

Appendix 'X'

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

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

Appendix 'XI'

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

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

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Appendix 'XII'

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 installment	Date of recovery		Remark
										First installment	Last installment	
1	2	3	4	5	6	7	8	9	10	11	12	13

Appendix 'XIII'

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

REGISTER OF ADVANCES

Name and address of contractor ----------

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

Nature and location of work ----------

Name and address of Principal Employer ----------

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

Appendix 'XIV'

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

REGISTER OF OVERTIME

Name and address of contractor ----------

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

Nature and location of work ----------

Name and address of Principal Employer ----------

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

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T) AE(P)/SD-1

Annexure - IV

(FORM 31)

INDENTURE FOR SECURED ADVANCES

(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)

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

THIS INDENTURE made the…… day of ……..2024……. BETWEEN ……
(hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the DDA OF INDIA (hereinafter called the DDA which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.
WHEREAS by an agreement dated (hereinafter called the said agreement) the
Contractor has agreed AND WHEREAS the Contractor has applied to the DDA that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the DDA has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on and the DDA has reserved to 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 DDA (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the DDA and declare as follows: -

(1) That the said sum of Rupees ……..so advanced by the DDA to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the DDA 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 DDA against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer …….. Division (hereinafter called the Divisional Officer) and in the term of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer 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 works except with the written permission of the Divisional Officer or an officer authorized by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the DDA 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 DDA will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the DDA shall immediately on the happening of such default be repayable by the Contractor to the DDA together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the DDA in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the DDA to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the DDA of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the DDA may at any time thereafter adopt all or any of the following courses as he may deem best :-

a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the DDA on demand.

b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the DDA under these presents and pay over the surplus (if any) to the Contractor.

c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the said ……and ……by the order and under the direction of the DDA 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 DDA in the presence of

Signature ……

Witness Name …… ……..

Address …….

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

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Appendix 'XX'

REGISTER OF MATERIAL AT SITE (MAS)

1. Division/ Sub Division ……...

2. Name of work ……

3. Name of Article/Item ……

4. Estimate Requirement ……

S.N	Date of receipts (Details of Challans/Bills, Specific location where Plants and Materials received/ Vehicle No.	Received from/ issued to	Quality Received	Date of issue	Specific location where plants & materials Displayed / Delivered / issued	Quantity issued	Balance Quantity	Signature of authorized representative of contractor	Signature of authorized representative of Engineer-in-charge/ AE/EE/	Remarks
1	2	3	4	5	6	7	8		9	10

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T) AE(P)/SD-1

Annexure – V

(Refer Clause 5)

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING OF MILESTONE/EXTENSION OF TIME

Name of contractor
Name of work as given in the agreement
Agreement no
Estimated amount put tender
Date of commencement of work as per agreement
Period allowed for completion of work as per agreement
Date of completion stipulated in agreement
Period for which extension of time if has been given by authority in Schedule 'F' previously

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

Reasons for which extension have been previously given (copies of the previous applications should be attached)
Period for which extension if applied for
Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3).

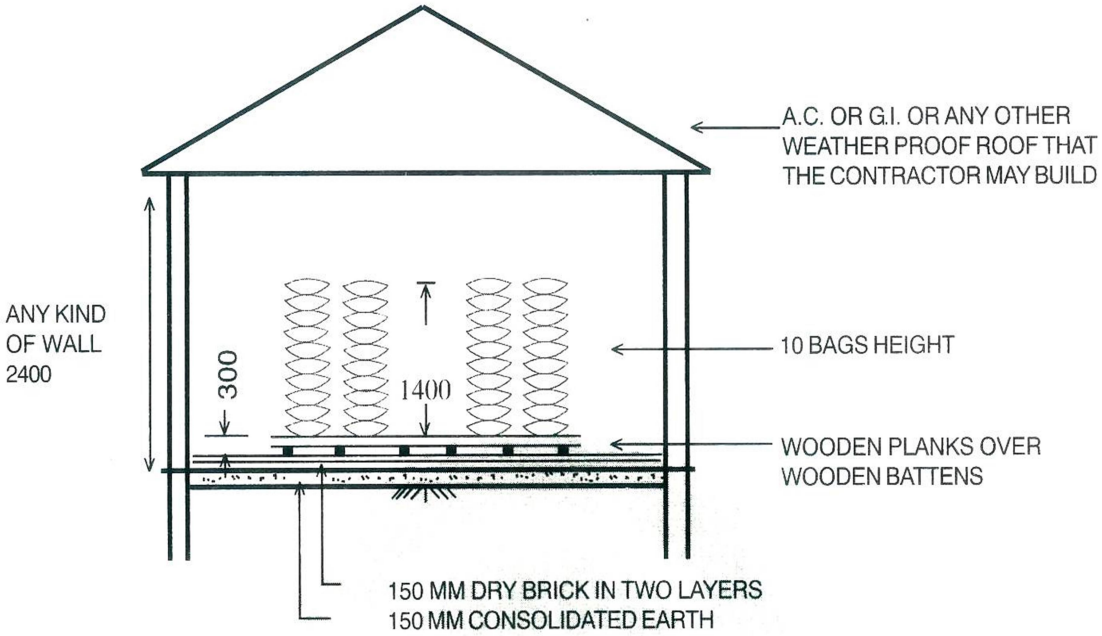
Submitted to the Authority indicated in Schedule ' F' with copy to the Engineer-in-charge and Sub Divisional Officer

Signature of Contractor
Dated

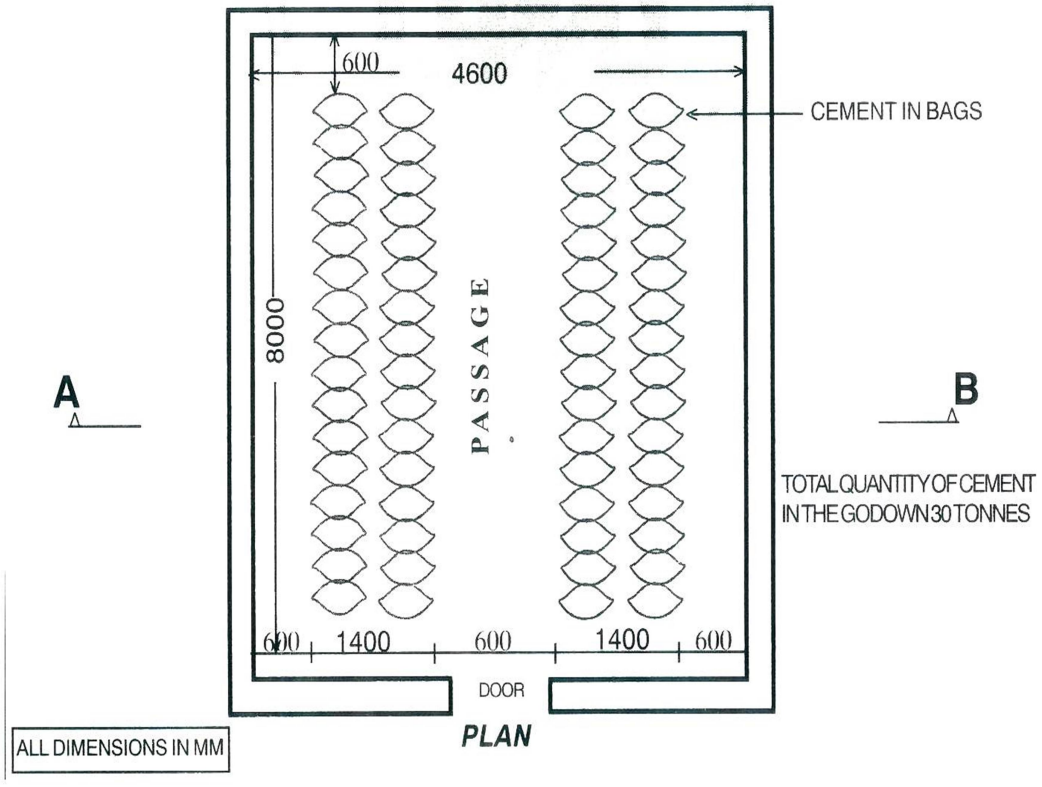
A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

DELHI DEVELOPMENT AUTHORITY

SKETCH OF CEMENT GODOWN



SECTION AB



PLAN

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T) AE(P)/SD-1

DELHI DEVELOPMENT AUTHORITY

PROFORMA OF SCHEDULES

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

SCHEDULE-A : SCHEDULE OF QUANTITIES :- **ATTACHED**

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 willbe charged to the contactor	Place of issue
1	**2**	**3**	**4**	**5**
NIL				

SCHEDULE-C: TOOLS AND PLANTS TO BE HIRED TO THE CONTRACTOR

S.No	Description	Hire charges per day	Place of issue
1	2	3	4
NIL			

SCHEDULE – D :- --------NIL-------

SCHEDULE - E

Reference to General Conditions of Contract	:	“”General condition of Contract Maintenance work for CPWD work 2023” with latest amendments.
Name of work	:	Maintenance of Various Sports Complexes/Golf Course (A/R & M/O of the works at Dwarka Sports Complex, Sector 23, Dwarka for the year 2026-27)
Sub Head	:	**Disposal of debris/malba from Sector 23 Sports complex, Dwarka**
Estimated cost of work	:	Rs. 16,07,483/-
Earnest money	:	Rs . 32,150/- (to be deposited via NEFT/RTGS only)
Performance Guarantee	:	5% of the ECPT or contract amount whichever is higher+ Additional PG (as applicable)
Security Deposit	:	2.5% of the Contract amount or amount

SCHEDULE – F: GENERAL Rules & Directions and Conditions of Contract

Officer inviting tender : Executive Engineer, Sports Division-1, Siri Fort Sports Complex, New Delhi-110049		
Para ref.	**Word**	**Implies to**
2(iv)	Engineer-in-charge	Executive Engineer, Sports Division-1/DDA
2(v)	Accepting Authority	As per delegation of Financial Powers to Officers of Engineering Wing/DDA
2(vii)	Percentage on cost of materials and labour to cover all overheads and profits	15% (fifteen percent)
2(viii)	Standard Schedule of Rates	CPWD DSR, 2023 (Civil) with upto date correction slips issued till last date of submission of tender.

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T) AE(P)/SD-1

Clause-1	(i) Time allowed for submission of Performance (ii) Guarantee 5% of the ECPT or contract amount whichever is higher+ Additional PG (as applicable) from the date of issue of letter of acceptance.	7 Days
	(iii) Maximum allowable extension with late fees @0.1% of Performance Guarantee 5% of the ECPT or contract amount whichever is higher+ Additional PG (as applicable). amount per day beyond the period as provided in (i) above.	7 Days
Clause-2	Authority for levy compensation under Clause-2	Project Director (Sports), DDA or his successors
Clause 2A	Whether Clause 2A shall be applicable. (Yes/No)	No
Clause-5	Number of days after the date of issue of letter of award for reckoning date of start.	10 Days from the date of award of work.
	Time allowed for execution of work	**30 Days**
	Authority to decide	
	(i) Extension of time (with or without levy of compensation)	Project Director (Sports)
	(ii) Rescheduling of mile stones (with or without levy of compensation)	Project Director (Sports)
	(iii) Shifting of date of start in case of delay in handing over of site	Project Director (Sports)
	Table of Milestone(s)	See table attached.
Clause-6/6A	Clause 6A	Applicable
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 applicable
Clause 8A	Authority to decide compensation on account if contractor fails to submit completion plans	PD(Sports)
Clause-10A	List of testing equipment to be provided by the contractor at site lab – As per scope of work	
Clause-10B	Applicable	
Clause-10C	Applicable Component of labour expressed as percent of value of work = 25 %	
Clause-10CA	DELETED	
Clause-10CC	Not applicable	

Clause-11	Specifications to be followed for execution of work	CPWD Specification 2019 and relevant BIS codes with upto date correction slips issued till last date of issue of tender and Particular Specifications of manufacturers (if any).
Clause-12	**Type of work: Maintenance Work**	
	The following deviation limit is for operation of Clause 12.2	
	For all items	No Limit
Clause-16	Competent Authority for deciding reduced rates.	Project Director (Sports), DDA
Clause-18	List of mandatory tools & plants to be deployed by the contractor at site : As per annexure	
Clause 19	Clause 19C: Rs. 200/- for each default	
	Clause 19D: Rs. 200/- for each default	
	Clause 19G: Rs. 500/- for each default	
	Clause 19K: Rs. 100/- for each default	
Clause-25	Applicable as mentioned in NIT document	
Clause-32 (i)	Requirement of Technical Representative(s) and their recovery rate.	See table attached.
Clause-38	Schedule / Statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	Delhi Schedule of Rate 2023 with latest amendments as per nomenclature of items.
	Variations permissible on theoretical quantities.	
	(a) Cement	2% Plus / Minus except RCC Design Mix in which variation on minus side is not allowed, whereas for variation on plus side, no extra payment will be made)
	(b) Steel Reinforcement and Structural Steel sections for each diameter, section & category.	2% Plus / Minus except RCC Design Mix in which variation on minus side is not allowed, whereas for variation on plus side, no extra payment will be made)
	(c) Bitumen all work	2.5% plus & only & Nil on minus side
	(d) All other materials	Nil

Executive Engineer
Sports Division-1

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T) AE(P)/SD-1

DELHI DEVELOPMENT AUTHORITY

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
1.	1/8th of the whole work	1/4th of the whole work	In the event of not achieving the necessary progress as assessed from the running payment, 1% of the Tendered Value of work will be withheld for failure of each Milestone but not exceeding 5% of the tender value of work.
2.	3/8th of the whole work	1/2 of the whole work	
3.	3/4th of the whole work	3/4th of the whole work	
4.	Full	Full	

Requirement of Technical staff for the work in compliance of clause 32 (i)

Cost of work	Requirement of Technical Staff		Minimum Experience (Years)	Designation of Technical staff	Rate in which recovery shall be made from the contractor in the event of not fulfilling
	Qualification	Number (Major + Minor component)			
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
More than 1.5 to 5	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Project Manager cum planning/ quality/Site/billing Engineer	Rs. 15,000/- per month per person

Recovery Rates for quantities beyond permissible Variation

S.No.	Description of Item	Rates at which recovery Shall be made from the Contractor(Base Price in schedule "F"plus GST plus 15%)	
		Excess use beyond the Permissible Variation	Less use beyond the permissible Variation
1	Cement(OPC)	NIL	Base price issued by DG/CPWD for the month of last date of submission of tender plus 15%
2	Reinforcement Bars TMT	NIL	Base price issued by DG/CPWD for the month of last date of submission of tender plus 15%
3	Structural Steel	NIL	Base price issued by DG/CPWD for the month of last date of submission of tender plus 15%

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site (if applicable)

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

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T) AE(P)/SD-1

ANNEXURE- "A"

GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL DEFECTS AFTER COMPLETION OF WORK IN RESPECT OF WATER PROOFING WORKS.

This agreement made this _____ day of _____ two thousand twentythree between _____ son of _____(Hereinafter called the guarantor of the one part) and the Delhi Development Authority (DDA) (Hereinafter called the Delhi Development Authority of the other part)

WHEREAS, this agreement is supplementary to a contract (Hereinafter called the Contract) dated_____ and made between THE GUARANTOR ON THE ONE PART AND THE DDA on the other part, whereby the contractor inter alia, undertook to render the building and structures in the same contract recited completely water and leak proof.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date of completion/handing over.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse or alteration and for such purpose.

Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of firewood and things of the same nature, which might cause damage to the roof.

Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed kin part.

The decision of the Engineer-in-Charge with regard to nature and cause of defect shall be final.

During this period of guarantees, the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification with seven days from the date of issue for the notice from Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the DDA by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if guarantor fails to execute the water proofing or commits breach there under then the guarantor will indemnify the Principal and his successors against all loss, damage, cost expenses 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.

Dated_____the day of _____ for _____ .

Executive Engineer **Signature**

Sports Division-1 **(Contractor)**

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T) AE(P)/SD-1

DELHI DEVELOPMENT AUTHORITY

(On non-judicial stamp paper of minimum Rs. 100)

(Guarantee offered by Bank to DDA in connection with the execution of contracts)

Form of Bank Guarantee for / Performance Guarantee / Security Deposit / Mobilization Advance

5. Whereas the Executive Engineer (name of division) on behalf of the Delhi Development Authority (hereinafter called "DDA) has invited bids under .....(NIT number)..... dated for..... (name of work). The DDA has further agreed to accept irrevocable Bank Guarantee for Rs. ..... (Rupees .... only) valid upto ..... (date)*..... as Earnest Money Deposit from .....(name and address of contractor) '.....,(hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR

Whereas the Executive Engineer (name of division) on behalf of the Delhi Development Authority (hereinafter called "DDA) has entered into an agreement bearing number with .....(name and address of the contractor) …… (hereinafter called "the Contractor) for execution of work..... ... (Name of work) ……..... The DDA has further agreed to accept an irrevocable Bank Guarantee for Rs. ..... (Rupees .... only) valid upto ..... (date)..... as Performance Guarantee/security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

6. We, ... (indicate the name of the bank) (herein after referred as “the Bank”), hereby undertake to pay to the DDA an amount not exceeding Rs,...,.....,..... (Rupees "" "'..... only) on demand by the DDA within 10 days of the demand.

7. We, ... (indicate the name of the Bank) do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the DDA stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. 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)

8. We, ... (indicate the name of the Bank) ..... , further undertake to pay the DDA any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

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

10. We, ... (indicate the name of the Bank)…….. further agree that the DAA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the DDA may have in relation to the Contractor's liabilities.

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T) AE(P)/SD-1

11. This guarantee will not be discharged due to the change in Contractor.

12. We, ... (indicate the name of the Bank) ……., undertake not to revoke this guarantee except with the consent of the DDA in writing.

13. This Bank Guarantee shall be valid up to …….. Unless extended on demand by the DDA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ……..(Rupees……) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date.

Witnesses:

Signature.....
Name and address

Signature…….
Name and address

Authorized signatory
Name
Designation
Staff code no.
Bank seal

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender' **In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be.

DELHI DEVELOPMENT AUTHORITY

QUANTITIES OF MATERIALS FOR AREAS OF SURFACING TO BE CONSIDERED FOR WORKING OUT MINIMUM PERIOD FOR WHICH HIRE CHARGES OF ROAD ROLLERARE TO BE RECOVERED.

S.No	Material of Surfacing	Qty or Areas
1	Consolidation of earth Sub grade	1860 sq.m
2	Consolidation of stone soling 15cm to 22.5cm thick	170 cu.m
3	Consolidation of brick soling 10cm to 20cm thick	230 cu.m
4	Consolidation of wearing coat of stone ballast 7.5 cm to11.5 cm thick	30 cum
5	Consolidation of wearing coat of brick ballast 10cm.thick	60 cu.m
6	Spreading and consolidation of red bajri 6 mm.	1860 sq.m
7	Painting one coat using stone aggregate 12.5 mm nominal size : (a)@ 1.65 cum per 100 sqm. and paving bitumen A-90 or S-90 @ 2.25 Kg. per sqm.or (b) @ 1.5 cum per 100 sqm .and bitumen emulsion or road tar @ 2.25 Kg per sqm.	930 sq.m
8	Painting two coats using :(a)For first coat stone aggregate 12.5 mm nominal size. (i) @ 1.50 cum per 100 sqm. with paving bitumen A-90 or S-90 @ 2.00 Kg./sqm. (ii) @ 1.35 cum per 100 sqm with bitumen emulsion @ 2.00Kg./sqm. or (iii)@ 1.25 cum per 100 sqm with road tar @ 2.25Kg./sqm	600 sq.m
	(b)For 2nd coat, stone aggregate 10 mm nominal size 0.9 cum. per 100 sqm with (i) 1.00 kg of paving bitumen A-90 or S-90 or bitumen emulsion per sqm**. or** (ii) 1.25 kg of road tar per sqm.	600sq.m
9	Repainting with stone aggregate 10 mm nominal size 0.9 cum. per -100 sqm. with (a)1.00 kg of paving bitumen A-90 or S-90 bitumen emulsion per sqm. **or** (b) 1.25 kg of bitumen emulsion per sqm.	1670 sq.m
10	2 cm. premix carpet surfacing using 2.4 cum. of stone aggregate 11.2 mm nominal size per 100 sqm and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion in specified quantities.	930 sq.m
11	2.5 cm thick premix carpet surfacing using 3.00 cum of stone aggregate 11.2 mm nominal size per 100 sqm and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion in specified quantities.	930 sq.m
12	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 cum. (60% 20mm nominal size and 40% 12.5 mm nominal size) per 100 sqm and coarse sand 1.90 cum. per 100 sqm and hot cutback bitumen over a tack coat of hot cut back bitumen.	460 sq.m
13	4 cm thick bitumen concrete surfacing using stone aggregate 4.8 cum (60% 25mm nominal size and 40%, 20mm nominal size) per 100sqm and coarse sand 2.40 cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	370 sq.m
14	6 cm thick bitumen concrete surfacing using stone aggregate 5.8 cum.(60%, 40mm nominal size and 40%, 25mm nominal size) per 100 sqm and coarse sand 2.9 cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	230 sq.m
15	7.5 cm thick. Bitumen concrete surfacing using stone aggregate 7.3 cum (60%, 50mm nominal size and 40%, 40mm nominal size) per 100 sqm and coarse sand @ 3.65 Cum per100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	230 sq.m
16	2.5 cm bitumastic sheet using stone aggregate 1.65 cum (60%, 13.2mm nominal size and 40%, 11.2mm nominal size) per 100 sqm. and coarse sand 2.5cum.per 100 sqm. and hot cut bitumen over a tack coat of hot cut back bitumen.	750 sq.m
17	4 cm bitumastic sheet using stone aggregate 2.6 cum (60%, 13.2mm nominal size and 40% 11.2mm nominal size) per 100 sqm and coarse sand 2.5cum.per 100 sqm. and hot cut back bitumen over a tack coat of hot bitumen.	560 sq.m
18	Laying full grouted surface using stone aggregate 40mm nominal size 6.10 cum per 100 sqm. with binder, binding with 20mm to 13.2 nominal size stone grit 1.83 cum per 100 sqm. and seal coat of binder and stone grit 11.2 mm nominal size 1.07 cum. per 100 sqm., the binder being hot bitumen or tar as specified.	460sq.m
19	Laying full grouted surface using stone aggregate 50mm nominal size 9.14 cum, per 100 sqm grouting with binder with stone grit 22.4mm nominal size 1.83 cum per 100 sqm., seal coat of binder with 13.2mm and stone grit 11.2mm nominal size 1.07 cum per 100 sqm, the binder being hot bitumen or tar.	370sq.m
20	4cm thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 cum per 100 sqm and hot bitumen binding with stone aggregate 13.2 mm nominal size 1.52 cum per 100 sqm. and seal coat of hot bitumen and stone aggregate 11.2 mm nominal size 1.07 cum per 100sqm.	560sq.m
21	5cm thick premix macadam surfacing with stone aggregate 25mm nominal size 6.10 cum per 100 sqm. and hot bitumen binding with stone aggregate 13.2 nominal size 1.52 cum per 100 sqm and seal coat of hot bitumen and stone aggregate 11.2 mm nominal size 1.07 cum/100 sqm.	460sq.m

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T) AE(P)/SD-1

DELHI DEVELOPMENT AUTHORITY

DIRECTIONS OF HON'BLE NATIONAL GREEN TRIBUNAL (NGT)

The Contractor shall comply directions of Hon'ble NGT issued on dt. 04.12.2014 & 10.04.2015 & EIA Guidance Manual issued in February 2010. The same are summarized as under: -

1. The contractor shall not store/dump construction materials or debris on metalled road.
2. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction materials 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 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 precaution 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 to 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 compulsorily 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 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 sued to ensure speed reduction. In cases where speed reduction cannot effectively reduced fugitive dust, the contractor shall divert traffic to nearby paved areas.
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 path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects.

Executive Engineer
Sports Division-1

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T) AE(P)/SD-1

DELHI DEVELOPMENT AUTHORITY

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:_____per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

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

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

DELHI DEVELOPMENT AUTHORITY

SCHEDULE OF QUANTITIES

Name of work: **Maintenance of Various Sports Complexes/Golf Course (A/R & M/O of the works at Dwarka Sports Complex, Sector 23, Dwarka for the year 2026-27).**

Sub Head: **Disposal of debris/malba from Sector 23 Sports complex, Dwarka.**

S.No.	Description of Item	Quantity	Unit	Rate (Rs)	Amount(Rs)
1	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means i.e. poclain, JCB, dumper, and any other suitable machinery including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	5836.00	Cum	263.95	1540412.20
2	Providing and engaging JCB for leveling/dressing of ground, surface dressing etc. i/c driver, helper, diesel, lubricant/oils and other consumables and taxes etc. complete as per direction of Engineer in charge	10.00	days	11167.70	111677.00
			Total		16,52,089.20
			Less GST Correction factor @ 0.027 of all items		44,606.41
			Total Amount		16,07,482.79
			Estimated Cost (Say Rs.)		**Rs. 16,07,483.00**

AE(P)/Sports Division-1 **EE/Sports Division-1**

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL…… JE(T) AE(P)/SD-1

BLANK

A…… NIL……
C……..NIL……
CS……NIL……
OW…..NIL……
D……..NIL……

JE(T)

AE(P)/SD-1

Signature Not Verified
Digitally signed by Baldeep Singh
Date: 2026.05.19 16:40:41 IST
Location: eProcure-EPROC