



**DELHI DEVELOPMENT AUTHORITY
(ROHINI ZONE)
NIT**

**NIT No ; 16/EE(P)/RCC-1/DDA/2025-26
25/EE/RMD-2/DDA/2025-26 (Re-call)**

N.O.W. : M/o various scheme under Nazul A/C-II Rohini Zone.

Sub Head :Desilting of S.W. pipe drains, open surface drains, culvert, gully grating & chamber etc. under the jurisdiction of RMD-2.

Estimated Cost :Rs69,26,540/-/-

Earnest Money : Rs1,38,531/-

Performance Guarantee : 5% of estimated cost or Tender amount (whichever is higher) plus additional PG as specified in Schedule E .

Security Deposit :2.5% of tendered amount

Time Allowed :30 days.

The NIT amounting to Rs 69,26,540/- (Rs Sixty Nine Lakhs Twenty Six Thousand Five Hundred Forty Only) is hereby approved.

Certified that this NIT contains Page 1 to 162 pages (Page One to One hundred Sixty Two only).

JE(T)/RMD-2 AE(P)/RMD-2

EE/RMD-2

AE(P)-II/RCC-1

EE(P)/RCC-1

SE/RCC-1

A..... NIL.....
C..... Nil

BLANK

INDEX

S.No.	DESCRIPTION	PAGE
1	Instructions to bidders for online bid submission for E-tendering Annexure I	4-5
2	Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal Annexure II	6-7
3	Information and instructions for bidders for e-tendering Annexure III	8-11
4	Notice Inviting Tender Form for e-Tendering Annexure IV	12-16
5	Form C(Deleted)	17
6	Form D(Deleted)	18
7	Brief Particulars of the work	19
8	Percentage rate tender and contract form	20-21
9	General Rules and Directions	22-24
10	Conditions of Contract	25-27
11	Clauses of Contract	28-66
12	Safety Code	67-70
13	Model Rule for protection of health and sanitary arrangement for workers	71-75
14	Contractor's Labour Regulations	76-80
15	General Conditions	81-87
16	Special Conditions	88-96
17	Additional Conditions	97-99
18	General Specifications	100-107
19	List of Approved Make of Materials	108-109
20	Proforma of Registers (Appendix-I to Appendix-XVII)	110-119
21	Form of Earnest Money Deposit	120
22	Form of Performance Security	121-122
23	Sketch of Cement Godown	123
24	Proforma of Schedules A to F	124-128
25	Table of Milestone	129
26	Requirement of Technical Staff	129-131
27	List of testing equipment to be provided by contractor at site lab as per Clause 10A	132
28	Specifications for Bituminous Work	133-139
29	Direction of Hon'ble National Green Tribunal (NGT)	140-142
30	C&D Conditions	143-146
31	Guidelines for Construction Sites for COVID-19 Outbreak	147-150
32	SOP to be followed for dealing with the felling/translocation of trees and seeking approval for Forest Clearance.	151-153
33	Annexure showing quantities of materials for areas of surfacing to be considered for working out minimum period of road roller	154-155
34	Tender Acceptance Letter	156-157
36	Schedule of Quantity	158-159
37	Relevant Circular	160-162

ANNEXURE-I

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

(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)

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.
- 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
- 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.

ANNEXURE-II**Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement 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 /MtnlTrustline /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/replaced 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. In case of Offline payments, the details of the Earnest Money Deposit (EMD) declaration document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. 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.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation 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.
19. 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.
20. 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.
21. 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 22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of

A..... NIL.....

C.....NIL....

OW.....NIL.....

D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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.

23. 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.
24. 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.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time **(as per Server System Clock)**.

Annexure-III**Information and instructions for bidders for e-tendering****(Applicable for inviting open bids)**

Percentage rate tenders are invited through e-tendering mode for following work by the **Executive Engineer RMD-2/DDA, Madhuban Chowk, Rohini Delhi-110085 up to 3.00 P.M.** on date mentioned below on behalf of DDA from the approved and eligible contractors of DDA as per their enlistment.

For eligibility criteria, mode of payment of Earnest money and other details of the tender visit the website www.eprocure.gov.in/eprocure/app or www.dda.org.in. For any assistance on e-tendering please contact concerned EE or M/s NIC on email cphp-nic@nic.in or 24X7 helpline number 1800-3070-2232.

Sl. No	NIT No. & Name of work	Estimated Cost EMD Time Allowed	Last date& Time of Submission of Tender Last date of opening of documents (Technical Bid)	Time and Date of Opening of Tender (Financial Bid)
1	NIT No:16/EE(P)/RCC-1/DDA/2025-26 25/EE/RMD-2/DDA/2025-26 (Re-call) Name of Work: - M/o various scheme under Nazul A/C-II Rohini Zone. S.H.:- Desilting of S.W. pipe drains, open surface drains, culvert, gully grating & chamber etc. under the jurisdiction of RMD-2.	RS 69,26,540/- Rs. 1,38,531- 30 days.	23.05.2026 Upto 6:55 P.M. 25.05.2026 After 3.00 PM.	** After 11:30 A.M

(*) To be filled by the EE

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

Note (2):- The intending tenderer should ensure before tendering in DDA that the requisite fee has been already deposited with CRB.

Note (3):- For terms and conditions, eligibility criteria of specialized work, 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 cphp-nic@nic.in or 24 x 7 helpline number 0120-4001002, 0120-4001005.

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

IMPORTANT TERMS & CONDITIONS FOR TENDERERS

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

1. The unique transaction reference on RTGS against EMD shall be placed online at specified location for Tender for Electronic Time and Attendance Recording System. First cover containing “Technical Bid” as well as “reference of EMD.
2. The technical Bids shall be opened online at _3.30_PM on date 25/05/2026_ in the presence of a committee or their representatives by authorized bid openers. Price Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
3. The tenderer should furnish Earnest Money (EMD) as specified in this NIT in the form of RTGS/NEFT or RTGS / NEFT of Earnest Money upto 20 lakh and Scanned copy of Bank Guarantee for balance Earnest Money.
4. The tender shall be submitted online in two parts, viz., technical bid and price bid as specified below.
5. Before submission a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that all condition liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the all the provision of the standard/ General Condition/Clause of contract of /bid document for the completion of works to the entire satisfaction of the engineers.
6. Tenderer will examine the various provisions of the central goods and services tax Act, 2017(CGST) /integrated goods and service Tax Act, (IGST)/Union Territory goods and services tax act (UTGST)/respectively states goods and service tax act 2017(SGST) also as notified by Central/State Govt. and as amended from time to time and applicable taxes before bidding. Tendered will ensure that full benefit of input tax credit (ITC) likely to be availed by them is duly considered while quoting rates.
7. The successful tenderer who is liable to be registered under CGST/IGST /UTGST/ SGST Act. Shall submit GSTIN along with the other details required under CGST/IGST /UTGST/ SGST Act to DDA immediately after the award of work without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
8. Every tendered/bidder is required to be register compulsory himself under CGST/IGST/ UTGST/SGST Act.
9. TDS under the provision GST law shall be deducted from the bills and or/payment of.
10. Provision of GST Act. 2017 shall have the superseding effect over the all-earlier taxes like VAT/WCT/Service Tax/etc. as contemplated in the Act. Accordingly, the terms VAT/WCT/Service Tax/etc. appearing anywhere in the bid document may be read as the applicable tax under the GST Act. 2017.
11. Implementation of Goods and service tax (GST) in DDA will be as per the F & E circular No.11/2017 issued by Chief Accounts Officers on dated 20.07.2017.

The tender shall be submitted online in two parts, viz, technical bid and price Bid as specified below

a) Technical Bid

The Tenderers are required to furnish and upload following documents in technical bid:-

- i. Scanned copy of Proof of registration in Contractors Registration Board (CRB) of DDA. *(The registration should be valid on the last date of submission of tender for e-tendering. In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the extended date of submission of tender)*
- ii. Scanned copy of proof of depositing E-Tender processing fee to CRB/DDA (valid upto last date/extended date of submission of tender for e-tendering).

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

- iii. Scanned copy of Unique transaction reference of RTGS/NEFT of Earnest Money **Rs.1,38,531/-**.
- iv. Scanned copy of PAN Card
- v. Certificate of Registration for GST and acknowledgement of up to date filed return (**Upto December 2025**).
- vi. Scanned copy of Tender Acceptance Letter (To be given on Company Letter Head, duly Signed by authorized signatory)
- vii. Copy of certificate of registration with EPFO and ESIC.
- viii. Scanned copy of work specific (with clearly mentioned name of work and sub head) undertaking on duly notarized non-judicial stamp paper of duty Rs.10/- with second party as "Delhi Development Authority (DDA)" (Not older than 30 days from the last date of bid submission) having declaration "without prejudice to action under any other clause/condition of the NIT, DDA shall be at liberty to debar my/our agency for one (01) year from participating in tenders of DDA from the date of issue of debarment order, if any forged document(s) is/are found uploaded/submitted for tendering process even after completion of tendering process".
- ix. Scanned copy of work specific (with clearly mentioned name of work and sub head) Affidavit/undertaking (Not older than 30 days from the last date of bid submission) on a duly notarized non-judicial stamp paper of Rs. 100/- with second party as "Delhi Development Authority (DDA)" with undertaking My/our agency is not blacklisted or debarred by any Govt. Organization PSU or Private organization, Agency/ Firm Person from tendering as on date.
- x. The following documents should be merged and uploaded as :-
 - a) Scanned copy of registration certificate of partnership firm under partnership Act. 1952, in case of partnership firm.
 - b) Scanned copy of Article Association and Memorandum of Association, in case of Company.
 - c) Scanned copy of power of attorney for authorized signatory, in case of company/partnership firm.
 - d). Bank Accounts details of agency or Scanned Copy of Cancelled Cheque.
- xi. Email ID, contact number and Mailing address for all correspondence.
- xii. Any other Documents as specified in the NIT.

Note: -Affidavit /undertaking on a non-judicial stamp paper should not be older than one month from last date of submission of bid.

The bidders are advised to scan/upload the documents strictly as per order given above.

Any Tender found lacking with respect to the necessary information and/ or documents and/or Earnest Money Deposit Declaration Performa /Tender Cost with the Technical bid will not be considered.

b) Price Bid

Schedule of price bid in the form of BoQ_XXXXX.xls

All intending bidders are required to get registered with CRB/DDA by depositing e-tendering annual charges as detailed below

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

The e-tendering fees for contractors/consultants who are not registered with DDA, the fees structure for one year will be as under— (vide letter no. F4. (8)/72/Misc./Secy./CRB/2017/284 dated 06-06-2017 issued by Secretary (CRB) DDA

Cost of Work	E-tendering fees
1. Upto Rs.15.00 Lacs	Rs.6000/- + 18% GST
2. Above Rs.15.00 Lacs to 20.00 Crores	Rs. 20,000/- + 18% GST
3. Above Rs.20.00 Crores	Rs. 50,000/- + 18% GST
A..... NIL.....	
C.....NIL....	
OW.....NIL.....	
D.....NIL.....	
	AE(P)-II/RCC-1
	EE(P)/RCC-1

The fee for the CRB registration is to be deposited in the account of CRB/DDA and not in the account of AO/DDA. The account details of CRB/DDA is as under:

PAO/EW/DDA, Central Bank of India, Vikas Minar, New Delhi; A/C No.: 1075843312; IFSC: CBIN0281467.

**Executive Engineer
RMD-2/DDA**

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

Annexure-IV**NOTICE INVITING TENDER****(E – TENDERING MODE)**

Percentage rate tenders are invited through e-tendering mode for following work by the **Executive Engineer RMD-2/DDA, Madhuban Chowk, Rohini Delhi-110085** up to 3.00 P.M. on date mentioned below on behalf of DDA from the approved and eligible contractors of DDA as per their enlistment.

For eligibility criteria, mode of payment of Earnest money and other details of the tender visit the website www.eprocure.gov.in/eprocure/app or www.dda.org.in. For any assistance on e-tendering please contact concerned EE or M/s NIC on email cppp-nic@nic.in or 24X7 helpline number 1800-3070-2232.

N.O.W. :-	M/o various scheme under Nazul A/C-II Rohini Zone.
Sub Head :-	Desilting of S.W. pipe drains, open surface drains, culvert, gully grating & chamber etc. under the jurisdiction of RMD-2.

Last date & Time of Submission of Tender : Upto 3.00 PM on * *

Date of opening of documents (Technical Bid) : After 3:30 pm on * *

1.1) The enlistment of the contractors should be valid on the date of submission of tenders. In case the last date of submission of tender is extended, the enlistment of contractors should be valid on the original date of submission of tenders.

1.2) The estimated cost of work is **RS 69,26,540/-**

1.3) The contractors not registered on the mentioned website above, are required to get registered beforehand. The intending bidder must have valid (Class-II or Class-III digital signature Certificates with signing key usage) signature to submit the bid.

Contractors who fulfill the following requirements shall be eligible to apply:

1.4) Eligibility criteria:- As mentioned above at page 08 at Annexure-III

- 2) The technical Bids shall be opened online on the prescribed date and time by authorized bid openers. Price Bids of only those tenderers shall be opened who qualifies in the technical bid, time and place for which notice will be given. The tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
- 3) The Tenderer should furnish Earnest Money **Rs.1,38,531/-** in the form of RTGS/NEFT.
- 4) The tender shall be submitted online in two parts, viz, technical bid and price Bid as specified in Annexure-III at pre-pages.

a) Technical Bid

The Tenderers are required to furnish and upload following documents in technical bid:-

- i. Scanned copy of Proof of registration in Contractors Registration Board (CRB) of DDA. *(The registration should be valid on the last date of submission of tender for e-tendering. In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the extended date of submission of tender)*
- ii. Scanned copy of proof of depositing E-Tender processing fee to CRB/DDA (valid upto last date/extended date of submission of tender for e-tendering).
- iii. Scanned copy of Unique transaction reference of RTGS/NEFT of Earnest Money **Rs.1,38,531/-**.
- iv. Scanned copy of PAN Card
- v. Certificate of Registration for GST and acknowledgement of up to date filed return (**Upto December 2025**).
- vi. Scanned copy of Tender Acceptance Letter (To be given on Company Letter Head, duly Signed by authorized signatory)
- vii. Copy of certificate of registration with EPFO and ESIC.
- viii. Scanned copy of work specific (with clearly mentioned name of work and sub head) undertaking on duly notarized non-judicial stamp paper of duty Rs.10/- with second party as "Delhi

A..... NIL.....
C.....NIL.....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

Development Authority (DDA)” (Not older than 30 days from the last date of bid submission) having declaration “without prejudice to action under any other clause/condition of the NIT, DDA shall be at liberty to debar my/our agency for one (01) year from participating in tenders of DDA from the date of issue of debarment order, if any forged document(s) is/are found uploaded/submitted for tendering process even after completion of tendering process”.

- ix. . Scanned copy of work specific (with clearly mentioned name of work and sub head) Affidavit/undertaking (Not older than 30 days from the last date of bid submission) on a duly notarized non-judicial stamp paper of Rs. 100/- with second party as “Delhi Development Authority (DDA)” with undertaking My/our agency is not blacklisted or debarred by any Govt. Organization PSU or Private organization, Agency/ Firm Person from tendering as on date.
- x. The following documents should be merged and uploaded as :-
 - a) Scanned copy of registration certificate of partnership firm under partnership Act. 1952, in case of partnership firm.
 - b) Scanned copy of Article Association and Memorandum of Association, in case of Company.
 - c) Scanned copy of power of attorney for authorized signatory, in case of company/partnership firm.
 - d). Bank Accounts details of agency or Scanned Copy of Cancelled Cheque.
- xi. Email ID, contact number and Mailing address for all correspondence.
- xii. Any other Documents as specified in the NIT.

Note: -Affidavit /undertaking on a non-judicial stamp paper should not be older than one month from last date of submission of bid.

The bidders are advised to scan/upload the documents strictly as per order given above.

Any Tender found lacking with respect to the necessary information and/ or documents and/or Earnest Money Deposit Declaration Performa /Tender Cost with the Technical bid will not be considered.

b) Price Bid

Schedule of price bid in the form of BoQ_XXXXX.xls

All intending bidders are required to get registered with CRB/DDA by depositing e-tendering annual charges as mentioned above at pre-page at Annexure-III

- 5) Agreement shall be drawn with successful tenderer on attached prescribed form. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 6) The time allowed for carrying out the work will be **30 days** from the date of start as defined in Schedule F or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
- 7) The site for the work is available.
- 8) 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, eligibility criteria and other necessary documents except standard general conditions of contract form can be seen from website <https://eprocure.gov.in/eprocure/app>.
- 9) Earnest Money **Rs.1,38,531/-** to be deposited, (through separate transactions) shall be deposited through RTGS / NEFT in the account of A.O. of the concerned CAU having account No. 08861110000012 with HDFC Bank, 5 Community Centre Garg Plaza, Sector-8, Rohini Delhi-110085 (IFSC: HDFC0000886). The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the e-tendering system by the prescribed date. The Executive Engineer, RMD-2 will get tender cost/earnest money verified from AO/ CAU ROHINI based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.
A part of earnest money is acceptable in the form of bank guarantee also. Earnest money up to 20.00Lacs will have to be deposited through RTGS/NEFT mode. If the amount is more than 20.00 Lacs then the amount of Earnest Money beyond 20.00 Lacs can be deposited in the form of Bank guarantee also. Such Bank guarantee is to be scanned and uploaded to the e-tendering website within the period of tender submission:

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

Copy of Enlistment Order and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of tender submission.

Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and other documents uploaded are found in order.

The bid submitted shall be opened at 03:30PM.on *****

14. The contractor, whose tender is accepted, will be required to furnish performance guarantee **as specified in Schedule E(at page124-125)** of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than 1,00,000) or Government securities or fixed Deposit Receipts or Guarantee Bonds of any Scheduled bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

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

Lowest Bidder/tenderer shall have Provident Fund code number, if applicable and shall also ensure compliance of EPF& MP act, 1952 by the sub-contractors, if any engaged by the contractor for the said work.

15. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by the government and local conditions and other factors having a bearing on the execution of the work.
16. 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.
17. 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.
18. 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.
19. 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 Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Gazetted officer in DDA or in the Ministry of Urban

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

development. Any breach of this condition by the contractor would render him liable to be removed from approved list of contractors of this department.

20. No Engineer of gazette rank or other Gazetted officer employed in engineering or Administrative duties in an Engineering department of the DDA 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 DDA 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.
21. The tender for the work shall remain open for acceptance for a period of **75 (Seventy Five) days** from the last day of receipt of technical bid. If any tenderer withdraws his tender the following actions can be taken as per merit.

Case of withdrawal of offer

Action to be taken

(i) If any tenderer withdraws his tender or within 7 days after last date and time (24 hours basis) of submission of bids,	The DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said Earnest Money (as aforesaid) absolutely irrespective of letter of acceptance for the work is issued or not.
(ii) If any tenderer withdraws his tender or after expiry of 7 days after last date and time (24 hours basis) of submission of bids,	The DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money (as aforesaid) absolutely irrespective of letter of acceptance for the work is issued or not.
(iii) If the Contractor withdraw his offer immediately after the award of work.	The Earnest Money as well as Performance guarantee deposited by the Contractor shall be forfeited absolutely irrespective of letter of acceptance for the work is issued or not.
(iv) If the Contractor withdraw his offer after taking over possession of site.	It is deemed that the Contractor has entered into Agreement and to penalize the Contractor for not completing the work within the stipulated period will be taken against the Contractor, if he abandons the site after taking over the possession of the site from the Engineer in charge. For taking action under Clause 2 & 3, the only documentary proof required will be the document showing signature of the Contractor or his authorized representative for taking over the possession of site. It is further clarified that action under Clause 2 & 3 of the Agreement attracted even though the Contractor fails to sign the Agreement on Rs.100/- non-judicial stamp paper but do not start work from the 15 (fifteenth) day after date on which the order to commence the work is issued to the Contractor. The date of start of the work will be considered as date of taking over the Possession of site.
Note: (i) Withdrawal of the tender, by the tenderer, shall only be made through e-tender portal. Any other method i.e. through letter / e-mail etc. shall not be considered. The tender inviting authority gets intimation through SMS and email in this regard. (ii) Further the tenderer shall not be allowed to participate in the re-tendering process of the work in any case as stated above & disciplinary action as deemed fit, may be taken by the	

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

department (DDA) against the tenderer (contractor).

22. 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 10 days from the date of issue of letter of commencement/ award letter, sign the contract consisting of :-
 - (a) The Notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard NIT **Form 7** or other Standard DDA Form as mentioned.
23. In case any discrepancy is noticed between the document as uploaded at the time of submission of the bid online then the bid submitted shall become invalid and the DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process (if required) of the work.
 - a) It may please be carefully noted that no condition, whatsoever, shall be accepted by the department and the contractor is strictly prohibited from giving conditional tender and if any contractor is not prepared to execute the work at the terms and conditions contained in the tender documents, he is requested not to tender for this work. It may be noted that if any contractor chooses to submit conditional tender in spite of clear direction given above, his tender is liable to be summarily rejected and his full Earnest Money shall stand forfeited. He will also be liable for being debarred from tendering in DDA for a period of six months.
 - (b) Monthly payment to the contractor will be made when gross amount of the work done during the previous months is not less than 10% of tendered value (as per schedule "F")
24. (a) **GST, purchase tax, turnover tax or any other tax in respect of the contract shall be payable by the contractor and DDA will not entertain any claim whatsoever in this respect.**
 - (b) (i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment)Act,1982,if any further tax or levy is imposed by states, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractors) attributable to delay in execution of work within the control of the contractor.
 - (ii) The Contractor must produce certificate of registration of GST under Delhi GST Act 2017 and tax clearance certificate thereof from the concerned department (s).
25. Tenderer may refer Press Tender Notice/detailed tender notice in e-tendering website for any corrigendum/amendments in the tender.
26. DDA will not be responsible for not getting internet connection/power supply while downloading the Electronic bid sheets/documents or while uploading their bids.
27. Cess under the provisions of the buildings and other constructions workers (RE&&CS) Act-1996 and the building and other construction workers welfare cess Act 1996 @ 1% of the constructions/ projects shall be deducted at source from the bill paid to the contractor, DDA shall not bear any liability on account of cess being deducted and reimbursed to GNCTD in pursuance of building and other construction workers welfare cess Act 1996 read with Delhi Building and other construction workers(RE & CS) Rules 2002.

Executive Engineer
RMD-2/DDA

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

FORM 'C' (Deleted)Annexure_III**Details of eligible Similar Work(s) Completed as per eligibility criteria as specified at**

Sl. No.	Name of works/projects and location	Owner or sponsoring organization	Completion Cost of works in Rs.	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation /arbitration pending/ in progress with details	Name & address/ telephone of officer to whom reference may be made	Whether the work was done on back to back basis (Yes or No)
1	2	3	4	5	6	7	8	9	10

~~*Indicate gross amount claimed and amount awarded by the Arbitrator.~~

SIGNATURE OF BIDDER (S)

A..... NIL.....
 C.....NIL.....
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

FORM 'D' (Deleted)
PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "C"

1. ~~Name of work/~~
Project and Location
2. ~~Agreement No.~~
3. ~~Estimated Cost~~
4. ~~Tendered Cost~~
5. ~~Date of Start~~
6. ~~Date of Completion~~
 - (a) ~~Stipulated date of completion~~
 - (b) ~~Actual date of completion~~
7. (a) ~~Whether case of levy of compensation for~~
~~delay has been decided or not~~ _____ Yes /No
 (b) ~~If decided, amount of compensation levied~~
~~for delayed completion, if any~~
8. ~~Performance reports~~
 - (i) ~~Quality of work~~ _____ Outstanding / Very Good / Good / Poor
 - (ii) ~~Finance Soundness~~ _____ Outstanding / Very Good / Good / Poor
 - (iii) ~~Technical Proficiency~~ _____ Outstanding / Very Good / Good / Poor
 - (iv) ~~Resourcefulness~~ _____ Outstanding / Very Good / Good / Poor
 - (v) ~~General behavior~~ _____ Outstanding / Very Good / Good / Poor

Date:

~~Executive~~ _____ ~~Engineer~~ _____ or
~~Equivalent~~

SECTION-I**BRIEF PARTICULARS OF THE WORK**

1. Salient details of the work for which tenders are being invited are as under: -

Sl. No.	Name of Work	Estimated Cost	Period of Completion
1.	N.O.W. – M/o various scheme under Nazul A/C-II Rohini Zone. S.H.:-Desilting of S.W. pipe drains, open surface drains, culvert, gully grating & chamber etc. under the jurisdiction of RMD-2.	Rs 69,26,540/-	30 days

2. The work is situated at Rohini Zone Delhi.

3. General features and major components of the work are as under:

“Desilting of S.W. pipe drains, open surface drains, culvert, gully grating & chamber etc. under the jurisdiction of RMD-2.”

4. Work shall be executed as per CPWD Specifications 2019, Vol. I & II, with all the amendments/correction slips received up to the date of receipt of the tender and as per terms and conditions of the NIT.

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

PERCENTAGE RATE TENDER AND CONTRACT FORM (CPWD-7)

Tender for the work of:

N.O.W. : **M/o various scheme under Nazul A/C-II Rohini Zone..**

Sub Head:- **: Desilting of S.W. pipe drains, open surface drains, culvert, gully grating & chamber etc. under the jurisdiction of RMD-2.**

To be submitted through e-Tendering upto 3.00 P.M. on ** Executive Engineer, Rohini Maintenance Division-2/DDA

To be opened through e-Tendering after 3:30 PM on ** Technical BID & Financial BID shall be opened **on ** after 11:30 A.M.** by the **Executive Engineer, Rohini Maintenance Division-2/DDA**

T E N D E R

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

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

We agree to keep the tender open for 75 (Seventy Five) days from the last day of receipt of technical bid and not to make any modifications in its terms & conditions.

A sum of **Rs.1,38,531/-** deposited in the account of AO/CAU ROHINI is hereby forwarded in the form of **UTR of RTGS/ NEFT / (Bank Guarantee beyond 20.00 Lacs issued by a scheduled bank) as earnest money.** If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said DDA or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that DDA or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

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

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 and integrity of the State.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

I/we hereby tender for the execution of above work and quoted rates as per BOQ.

Signature of witness

Name:

Address:

Occupation:

Signature of contactor

Name:

Address:

ACCEPTANCE

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

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

- i)
- ii)
- iii)

For & on behalf of Delhi Development Authority

Signature _____

Designation: Executive Engineer

Division : Rohini Maintenance Division-2/DDA

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

GENERAL RULES AND DIRECTIONS

General Rules & Directions	1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication in Newspapers or posted on website as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of Earnest money to be deposited with the tender and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours. 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.
Applicable for Item Rate Tender only (CPWD-8)	Deleted
Applicable for Percentage Rate Tender only (CPWD-7)	4A. In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :- I. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender. II. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender. III. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. 4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit revised price bid online quoting percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be on therevised template which has been sent to them by the Tender Inviting Authority (TIA), 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

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

	contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the retendering 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.
Applicable for Item Rate Tender only (CPWD - 8)	8. Deleted
Applicable for percentage Rate Tender only (CPWD-7)	9. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.
Applicable for Percentage Rate Tender only (CPWD- 7)	10. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end. 11. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee 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. 12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge. 13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any. 14. The contractor shall give a list of both gazetted and non-gazetted DDA employees related to him. 15. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc.

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

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

17. Price Preference to SC/ST individual contractor for item rate/percentage rate tender:

Price preference in quoted item rate/percentage rate tender shall be applicable to the individual enlisted/non-enlisted SC/ST contractor as under:-

- i. (For work(s) upto and equal to an estimated cost of Rs.2.70 lakh a price preference upto 5% (with reference to the lowest valid tender) may be allowed in favor of individual SC/ST enlisted/non-enlisted contractor. No earnest money is required in such case(s).
- ii. For work(s) beyond an estimated cost of Rs. 2.70 lakh and upto and equal to estimated cost of Rs. 6.20 lakh, the price preference upto 5% (with reference to the lowest valid tender) may be allowed in favour of individual enlisted SC/ST contractor. However, earnest money at a reduced rate of 1/2 % may be accepted in such cases.
- iii. The price pretence upto 5% (with reference to the lowest valid price bid) may be allowed in favour of individual SC/ST contractor. The above concession shall be allowed only after proper verification of the individual contractor's claim of belonging to SC/ST community.

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 Delhi Development Authority 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 or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out the contract.
 - iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) The **President** means the Delhi Development Authority and his successors.
 - v) **Government or Government of India** shall mean the Delhi Development Authority.
 - vi) The **Engineer-in-charge** means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Delhi Development Authority as mentioned in Schedule 'F' hereunder.
 - vii) The term **Director General** includes EM and Chief Engineer of the Zone.
 - viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
 - ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
 - x) **(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.**
 - xi) **Department** means DDA/Delhi Development Authority which invites tenders on behalf of President of India as specified in schedule 'F'.

- xii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- xiii) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- xiv) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with phasing if any, as indicated in the tender document.
- xv) **"GST"** shall mean Goods and Service Tax – Central, State and Inter State.
- xvi) **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.
 - b. **Scheduled Extra Items** are those items which are available in the Standard Schedule of Rates specified in Schedule F.
- xvii) **Completion cost:** The completion cost includes gross amount of work done, amount of extra item(s) and deviation(s) and escalation amount admissible as per agreement etc.
- xviii) **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.
- (xix) **Maintenance work:** Maintenance work(s) are those work(s) which includes upgradation, aesthetic improvement, special repair, addition/alteration, annual repair, comprehensive maintenance work etc.
- (xx) **Adolescent Person:** - A person who has completed his/her fourteenth year of age but has not completed his eighteenth year.
- (xxi) **Hazardous works:** - Hazardous process/works are the works as defined in the clause (cb) of the Factory Act, 1948.

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
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 documents. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labourers, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

A..... NIL.....
 C.....NIL.....
 OW.....NIL.....
 D.....NIL.....

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

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

- (i) Description of Schedule of Quantities.
- (ii) Particular Specification and Special Condition, if any.
- (iii) Drawings.
- (iv) CPWD Specifications.
- (v) Indian Standard Specifications of B.I.S.

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

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

Signing of Contract

9. 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 upto the date stipulated in Schedule 'F' along with annexure thereto.
 - b) Safety Code
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed by DDA or its contractors.
 - d) Contractors labour regulations.
 - e) List of Acts and omissions for which fines can be imposed.
- iii) No payment for 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) authorizing him to do so.

CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee **at specified percentage of the Estimated cost put to Tender or contract amount (whichever is higher) plus additional PG as specified in Schedule E**, in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. **This Guarantee shall be in the form of insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks.** In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. In case of contracts where supplementary agreement is drawn , the fresh PG shall be obtained from the contractor @ 5% of the amount of supplementary agreement or as prescribed from time to time. The PG received against original work shall be released as per contract conditions .
- (ii) **The Performance Guarantee shall be submitted by the contractor on format 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 buildings and services/other work after construction of same building and services/other work, then 50% of performance guarantee shall be retained as security deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the DDA is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay DDA any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DDA.
- (v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

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

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

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

CLAUSE 1 A

Recovery of Security Deposit

The **person(s) whose tender** 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 amount of the work. Such deductions will be made and held by DDA by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the DDA as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by DDA on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the 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 percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

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

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

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

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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.

Compensation for delay of work

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

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

Compensation for Delay

For Maintenance Works estimated cost upto Rs. 25 Lacs If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the work remains incomplete in the following manners.

- (i) If there is no hindrance, compensation shall be levied if work is incomplete.
- (ii) If site is not available there will be no compensation.
- (iii) If there is partial hindrance then engineer- in - charge will compare amount of work executed in available hindrance free time w.r.t. total time and total work. Compensation will be levied if actual work executed is less than as calculated on pro rata basis.

Compensation for delay of work

- (i) With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year.
- (ii) With rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six month and up to one year.
- (iii) With rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six month.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on stipulated date of completion.

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

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

CLAUSE 3

When Contract can be Determined

Subject to other provisions contained in this clause, the Engineer-in- Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, 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

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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.
- (xii) When the contractor has made himself liable for action under any of the aforesaid cases (i) to (xi), the Engineer-in-Charge on behalf of the DDA shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the If the revised tendered amount (worked out on the basis of quoted rate of individual items) contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

(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 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 work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid **and such default continues even after time period specified in the notice in writing by the Engineer-in-Charge then** the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the DDA without prejudice to any other right or remedy available in law.

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

The contract shall stand determined when such decision of forfeiture of the performance guarantee is issued to the contractor.

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

- 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 milestone. The Engineer-in-Charge may within 7 (seven) days **of receipt of such chart, make modifications thereafter, if any,** and communicate the approved **chart** to the contractor, failing which the **chart** submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.
- (ii) In case of non-submission of **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.**
- (v) **While recording the hindrances in the progress of the work, due consideration should be given to the cause of hindrance. The hindrances shall be segregated in following categories:**
 - 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) 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 give notice thereof to** the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the work(s).

The contractor shall have no claim on account of 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 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 even 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 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 damages 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 or for any reason/event, for which the Department is responsible, then upon the happening of such event causing delay, the contractor shall within 3 (three) days give notice thereof 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 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 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 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 delay(s) under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2, the contractor shall be entitled to only extension of time and shall have no claim of damages.

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 once in a month on the basis of hindrances accepted by the 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 subclauses 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. In event of no request 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.

5.5 Delays attributable solely to the contractor

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

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

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 extend the date of completion.

CLAUSE 5A Time is the essence of the contract

For Maintenance Works estimated cost upto Rs. 25 Lacs

The time allowed for execution of the work as specified in the Schedule 'F' shall be the essence of the Contract i.e. the contract period will not be extended. The execution of the work shall commence from such time period as mentioned in schedule 'F'. If the contractor commits default in commencing the execution of the work as aforesaid the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

CLAUSE 6 Computerized Measurement Book (e-MB/DDA module)

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/Assistant Engineer/Executive Engineer concerned on the eMB 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.

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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 placed beyond the reach of measurement any work without consent in writing of the Engineer-in-charge or his authorized representative in charge of work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-charge's consent being obtained in writing, the same shall be uncovered at the contractors expense, or in default there of no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

CLAUSE 7

Payment on Intermediate Certificate to be regarded as Advances

No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of the Department in triplicate on or before the 7th day of every calendar month of the measurements recorded upto previous month as per clause 6.

The contractor shall not be 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).

An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor.

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.

If the contractor fails to submit the bill for the work done upto defined date continuously for two months, then the Engineer-in-charge shall get the bill prepared ex-parte after giving a notice of seven working days to the Contractor in writing either through site order book or any other mode of correspondence. The ex-parte bill so prepared by the Engineer-in-Charge shall be final and binding on the Contractor and shall be outside the purview of Clause 25 of this GCC. In the event of preparing the bill by the Engineer-in-Charge, no claims whatsoever due to delays on payment including that of interest shall be admissible to contractor.

Resources deployed by the Engineer-in-charge for ex-parte preparation of bill, subject to minimum of Rs. 5000.00 per such two monthly cycle of ex-parte bill, shall be at the risk and cost of the contractor and shall be recovered from his bill. A copy of such ex-parte bill shall be sent to the contractor for his record.

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.

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 on the advance payment made to the contractor, shall be paid to the Government from the date of expiry of prescribed time limit.

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.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

CLAUSE 7A

- (a) No Running Account Bill/**Final 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 payment:-
1. Details of person employed with 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 7B (Payment to third party)

If the exigencies of the work so demand, the Engineer-in-charge may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions.

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

I/We authorize the Executive Engineer, Division, DDA to pay directly on my/our behalf to (name of the third party) an amount of Rs..... (Rupees in words) for the work done or supplies made by (name of the third party). I/We shall be responsible for the quality and quantity of the same under the provisions of agreement number.....

Signature of the contractor

- (b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.

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 **the Engineer-in-Charge within seven days of receipt of intimation of completion from contractor will inspect the work and satisfy himself about completion of work, then intimate to the concerned authorities as mentioned in Schedule F for issuance of completion certificate. The concerned authorities will inspect the work and issue completion certificate** within

A..... NIL.....
C.....NIL.....
OW.....NIL.....
D.....NIL.....

thirty days of the receipt of such **intimation**. **The Engineer-in-Charge** shall furnish **to** the contractor a final certificate of completion as the case may be, indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates.

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

Contractor to keep Site Clean

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

CLAUSE 9

Payment of Final Bill

- 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 furnished by the Engineer-in-Charge whichever is earlier. **At the time of submission of the final bill, receipt will be given by the O/o 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 days 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 tests 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 under take that all the 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 entertained from 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 monthswill 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 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 department after prescribed time limit, a simple interest @ 5% (five percent) per annum **may** be paid to the contractor from the date of expiry of prescribed time limit, 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 possibly 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 vis the DDA.

CLAUSE 10A

Materials to be provided by the Contractor

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

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 with the testing equipment as specified in schedule F at site for conducting routine field test.

External Laboratory: Letter for submitting sample(s) for testing of material shall be sent through e-mail to the Lab by authorized representative of Engineer-in-Charge or Engineer-in- Charge of the work along with name(s) of test(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 sample(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 RIA 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 submitting sample(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 proforma in Appendix-XVIII of NIT. All the entries in the MAS registers are made by the designated staff of the

A..... NIL.....
C.....NIL.....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

contractor and same is reviewed weekly by the authorized representative and fortnightly by the Engineer-in-Charge. However, contractor is responsible for maintenance and safe custody of MAS registers.

(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 or 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.

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 variation of rate in GST applicable on such material (s) being considered under this clause), 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.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

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

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory rule and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.

CLAUSE 10CC DELETED

Payment due to Increase/Decrease in Prices/Wages after Receipt of Tender for Works

~~If the prices of materials and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-~~

- ~~(i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.~~
- ~~(ii) The cost of work on which escalation will be payable shall be reckoned as below :

 - ~~(a) Gross value of work done up to this quarter : (A)~~
 - ~~(b) Gross value of work done up to the last quarter : (B)~~
 - ~~(c) Gross value of work done since previous quarter (A - B) (C)~~
 - ~~(d) Full assessed value of Secured Advance fresh paid in this quarter : (D)~~
 - ~~(e) Full assessed value of Secured Advance recovered in this quarter : (E)~~
 - ~~(f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D - E): (F)~~
 - ~~(g) Advance payment made during this quarter: (G)~~
 - ~~(h) Advance payment recovered during this quarter: (H)~~
 - ~~(i) Advance payment for which escalation is payable in this Quarter (G - H): (I)~~
 - ~~(j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)~~
 - ~~Then, $M = C + F + I - J$~~
 - ~~$N = 0.85 M$~~
 - ~~Cost of work for which escalation is applicable:~~
 - ~~$W = N$~~~~
- ~~(iii) Components for materials (except cement, reinforcement bars, structural steel, POL) labour, etc. shall be pre determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer in Charge in working out such percentage shall be binding on the contractors.~~
- ~~(iv) The compensation for escalation for other materials shall be worked as per the formula given below: Adjustment for civil component / electrical component of construction 'Materials'~~

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

$$V_m = W \times \frac{X_m}{100} \times \frac{MI - MI_0}{MI_0}$$

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

W = Cost of Work done worked out as indicated in sub para (ii) of Clause 10CC.

X_m = Component of 'materials' (except cement, structural steel, reinforcement bars POL) expressed as percent of the total value of work.

MI = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro-rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

MI_0 = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/ Group items.

*Note: relevant component only will be applicable.

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

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

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

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

$$V_L = W \times \frac{Y}{100} \times \frac{LI - LI_0}{LI_0}$$

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

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

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

Y : Component of labour expressed as a percentage of the total value of the work. — LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro-rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

L₀ : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

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

(a) ~~The minimum wage of an unskilled Mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.~~

(b) ~~The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;~~

(c) ~~Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.~~

(viii) ~~In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:~~

(a) ~~no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.~~

(b) ~~the Engineer in Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time — and the decision of the Engineer in Charge in this behalf shall be final and binding on the contractor.~~

(ix) ~~Provided always that:-~~

(a) ~~Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable.~~

(b) ~~Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.~~

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

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

CLAUSE 10 D

Dismantled Material DDA Property

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as DDA property and such materials shall be disposed off to the best advantage of DDA according to the instructions in writing issued by the Engineer- in-Charge.

CLAUSE 11

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

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

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

CLAUSE 12:

Deviations/Variations Extent and Pricing

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

The completion cost shall, in no case, exceed the contract amount.

Contractor will devise a system to keep a watch on quantum of work taken up vis-à-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in Charge before taking up extra item(s), deviation(s) so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid.

Engineer-in-Charge will verify and confirm the alerts before assigning deviation(s) and /or extra item(s) to the contractor. If additional work(s) is required to complete defined scope of work beyond above limit then Engineer-in Charge may take up such work(s) separately. The contractor will not have any claim(s) whatsoever on this account.

12.1 The time for completion of the works shall, in the event of any deviation(s) and extraitem(s) resulting in additional cost over the **contract amount will** be extended if requested by the contractor, as follows:

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

12.2 Deviation, Extra Items and Pricing

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

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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

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

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.

However provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for material(s) not available in the Standard Schedule of Rates mentioned in Schedule F.

The contractor while submitting the tax paid bill of purchased material(s) shall ensure that rate(s) of the materials are reasonable and lowest available in the market. If Engineer-in- Charge feels rates in tax paid bill(s) submitted by contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-Charge is the final authority to decide applicable rate(s) of material(s).

(b) Scheduled Extra Items

i.) For percentage rate tender, the extra item(s) shall be paid as per the Standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/ below quoted by the contractor on estimated cost put to tender.

ii. For item rate tender, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (Contract amount divided by estimated cost put to tender).

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

12.3 Deviation, Deviated Quantities, Pricing

All the deviated quantities shall be paid at agreement rates.

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

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

12.5 Cost index

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

12.6 Labour rates

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

CLAUSE 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) DDA shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however DDA shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by DDA, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) 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.

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

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 upto 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 working 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 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (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

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

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

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

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

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

CLAUSE 18

Contractor to Supply Tools & Plants etc.

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

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

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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 (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.**

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

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 wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (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 there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified DDA against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim 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 as decided by the authority mentioned in Schedule F for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

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

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

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.
3. Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing 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 Government 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 Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/ their own expense and as per approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

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

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 labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

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

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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

CLAUSE 19K

Employment of skilled/semi-skilled workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

CLAUSE 19L

Contribution of EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-Charge to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by the Engineer-in-Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

CLAUSE 19M

Sexual Harassment of Women at Workplace

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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 there under and other labour laws affecting contract labour that may be brought into force from time to time

CLAUSE 21

Work not to be sublet. Action in case of insolvency

The 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 be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer- in- Charge. If contractor does not take corrective action within 90 days, then action for debarring of the agency shall be taken by the appropriate authority.

CLAUSE 25

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

Settlement of Disputes & Arbitration-N/A

“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 there from, provided that the contractor shall not be liable to indemnify the DDA if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

Lumpsum 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

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

A..... NIL.....
C.....NIL.....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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.

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

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 30

Water for Works

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.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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

CLAUSE 31

Hire of Plant & Machinery

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

CLAUSE 32

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. 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.

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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 replaced as soon as possible by competent substitutes.

(iii) For works with estimated cost more than Rs. 10 Crores and stipulated time period more than 6 months: The contractor shall ensure that at least one deployed technical representative shall be trained in courses related to CPWD specifications, labour laws, safety rules etc. of duration not less than 5 working days either through National CPWD Academy (NCA) or National Institute of Construction Management and Research (NICMAR) or CIDC or any other similar reputed and recognized Institute managed or certified by State/Central Government. The training cost and other cost related to training shall be borne by the contractor. The contractor shall ensure that at least one technical representative is trained within six months of start of work. The time period of six months can be relaxed by the Engineer-in-Charge depending upon the frequency of training course organized by NCA.

If the contractor fails to ensure that at least one technical representative is trained in the above mentioned course till completion of work or one year from start of work, whichever is earlier, then a non-refundable recovery of Rs. 50,000/- shall be made from the bill of the contractor. Decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.

CLAUSE 33

Levy/Taxes payable by Contractor

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar etc. from local authorities.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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

CLAUSE 34

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

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

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/ levies/cess.

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

- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 35

Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-Charge on behalf of the DDA of India shall have the option of terminating the contract without levy compensation to the contractor.

CLAUSE 36

If relative working in DDA then the contractor not allowed to participate in the tendering process

The contractor (enlisted or non-enlisted in DDA) shall not be allowed to participate in the tender for work(s) in the DDA Zone/circle /Division/Sub-Division responsible for award and/or execution of contract(s) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Chief Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working or are subsequently employed by him and who are near relatives to any Officer working in the DDA. Any breach of this condition by the contractor would render him liable to be debarred for a period upto two years from tendering in DDA as decided by the accepting authority mentioned in Schedule F and his decision will be excepted from clause 25.

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

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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, 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/CE regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (ii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 39

Compensation during war like 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

A..... NIL.....
C.....NIL.....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

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 upto and including 3m. (10ft.) in length. For longer ladder, this width should be increased at least ¼" for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching – All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- (b) Safety Measures for digging bore holes:-
 - (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
 - (ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
 - (iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

- (iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (v). After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi). After the borewell is drilled the entire site should be brought to the ground level.
- 7. Demolition – Before any demolition work is commenced and also during the progress of the work.
 - (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.
 - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :
 - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - (e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time upto which a worker may be allowed to work continuously inside the manhole.
 - (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

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

person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

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

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 contracts labour employed does not exceed 50-Each 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 Aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

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

Each 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 aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

- iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of 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 compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

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

5. WASHING FACILITIES

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

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

6. LATRINES AND URINALS

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

- (a) Where females are employed, there shall be at least one latrine for every 25 females.
- (b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

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

(iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.

b) The notice shall also bear the figure of a man or of a woman, as the case may be.

v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto 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 sq ft.) per head.

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

8. CRECHES

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

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

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

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

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

9. CANTEENS

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

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

(iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

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

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

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

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

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

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

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

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

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

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

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

- (xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other 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.
(b) 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's.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No losses and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:
 - (a) The rent of land and building
 - (b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - (c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - (d) The water charges and other charges incurred for lighting and ventilation.
 - (e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

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

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

12. AMENDMENTS

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

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.

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

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

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

5. **PAYMENT OF WAGES**

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

FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:-
 - (a) Fines

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

- (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
- Note: An approved list of Acts and Omissions for which fines can be imposed is enclosed.
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

LABOUR RECORDS

- (i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV).
- (ii) The contractor shall maintain a **Muster Roll register** in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- (iv) **Register of Accident:** The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - (a) Full particulars of the labours who met with accident
 - (b) Rate of Wages
 - (c) Sex
 - (d) Age
 - (e) Nature of accident and cause of accident
 - (f) Time and date of accident
 - (g) Date and time when admitted in Hospital
 - (h) Date of discharge from the Hospital
 - (i) Period of treatment and result of treatment
 - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
 - (k) Claim required to be paid under Workmen's Compensation Act
 - (l) Date of payment of compensation
 - (m) Amount paid with details of the person to whom the same was paid
 - (n) Authority by whom the compensation was assessed

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

- (o) 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).

6. ATTENDANCE CARD-CUM-WAGE SLIP

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

7. 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).

8. 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).

9. 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.

10. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

11. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

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

12. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the **Executive Engineer, RMD-2** but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - a) An officer of an association of employers of which he is a member.
 - b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - c) Where the 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.

14. 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.

15. SUBMISSION OF RETURNS

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

16. 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. Before tendering, the tenderer shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, nature of soil, availability of materials, extent of leads and lifts involved in the work (over the entire duration of Contract) including local conditions, traffic restrictions, obstructions and other conditions for satisfactory execution of the work. He should take into consideration all such factors and contingencies, while quoting his rates. No claim whatsoever shall be entertained by the Department on this account.
2. The Contractor must study the Specification and conditions carefully before tendering for the work to be executed.
3. Periphery of works area shall be the area shown in the layout plan of the scheme.
4. 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.
5. 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.
6. 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.
7. 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.
8. All work and materials brought and left upon the ground by the Contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the DDA and the same are not to be removed or taken away by the Contractor or any other person without consent in writing of the Engineer –in-Charge but the D.D.A 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.
9. 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.
10. 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.
11. 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.
12. 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

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

own expense. The Contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

13. 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).
14. 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 site office, casting yard, laboratory, cement Godown etc., will be constructed as per the plan attached.
 - (iii) Construction of labour huts in the work sites/DDA Land is not permissible. Contractor shall make his own arrangement for stay of labour.
15. All the above land is 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.
16. The above site will be given on temporary basis. After the completion / stoppage / 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/stoppage/ rescission of the work free from all the occupation.
17. 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.
18. 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.
19. 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.
20. The Contractor shall execute his work, so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors or piece meal workers or by the Engineer-in-Charge and shall as far as possible arrange his work, shall place and dispose off the materials; being used or removed, so as not to interfere with the operations of the other Contractor, piece meal workers, or of DDA or other Departments. He shall arrange his work with that of the others in an acceptable manner and shall perform it in proper sequence.
21. 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.

22. Shops

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

Restaurants, Tea shops or kiosks shall not be allowed to put up by the Contractor in the works area/labour tents area. Temporary kiosks(s) put up by the Engineer-in-Charge shall be taken by the Contractor on lease which is to be determined on the date of completion or termination of Contract whichever is earlier, and the rate of Rs. 500.00 per kiosks per month shall be recovered from the Contractor from the bills paid. On date of completion of the work or termination of Contract whichever is earlier, the kiosks(s) shall be vacated by the Contractor and a vacant possession shall be given over to the Engineer-in-Charge failing which penalty shall be levied on the Contractor at the rate of Rs.150.00 per day of delay involved.

23. Levy of Taxes

- 23.1 All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further Tax or Levy or Cess is imposed by Statues, after the last stipulated date for the receipt of tender including extensions if any and the Contractor thereupon necessarily and properly pays such taxes/ levies/Cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- 23.2 The Contractor shall keep necessary books of account and other document for the purpose of this condition as may be necessary and shall allow inspection of the same by duly authorized representative of DDA and further he shall furnish such other information/documents as the Engineer –in-charge may require.
- 23.3 The Contractor shall within a period of 30 days of imposition of any further tax or levy, pursuant to this Constitution Act, 1982 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.
24. The Contractor shall leave such recesses, holes, opening etc. as may be required for the electric, air conditioning and other related works for which inserts, sleeves, brackets, conduits, base 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 work, if required and nothing shall be payable on this account unless otherwise mentioned in the item/contract.
25. 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.
26. 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.
27. The Contractor shall be required to do the work of development simultaneously along with building work, as per the direction of Engineer-in-Charge.
28. 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.
29. Deleted
30. 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.

31. The malba/garbage removed from the site shall be disposed off by the Contractor at any suitable place as directed by the Engineer in-charge. Nothing extra payable for this.
32. a) The surplus soil/earth shall be disposed off as per directions of Engineer-in-Charge.
b) The field staff shall keep the record of initial level and final levels of all such low-lying area.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. Contractor may be required to execute the work under foul position and nothing extra for executing the work in foul position/condition is payable.
39. The work shall be done in conformity with the plans and within the requirements of the general Architectural, Air Conditioning, Electrical and Structural Plans. This work shall be properly coordinated with the work of the other trades. Hangers and sleeves, structural opening shall be furnished in time for their installations as other work proceeds.
40. 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.

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

41. During the progress of the work, completed portions of the road may be occupied and put to use by the DDA but the Contractor shall remain fully responsible for maintenance of the installations till the entire work covered by the Contract is satisfactorily completed.
42. 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.
43. 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 if available.

44. SAFETY OF WORKERS:

In respect of all labourers 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 shown below 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 addition 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.

45. The field staff shall keep the record of initial levels of all low lying area.
46. The field staff shall ensure that the quantity of excavated earth disposed off by mechanical transport is dumped in the area certified by the Executive Engineer as low lying area.

47 QUALITY CONTROL:

47.1 Contractor shall be fully responsible for the quality of work being executed as per prescribed specification, relevant BIS codes and drawings. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Quality Assurance Cell/Vigilance Cell of DDA & 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.

47.2 The Divisional Officer (Civil and Elec.) 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

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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.

48. 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.
49. 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.
50. The Contractor shall make available Total Station Survey instrument, Theodolite, Dumpy level with staff, steel tapes, stop watch, platform type weighing machine of 200 Kg Capacity, steel balance with weights, spring balance, slump cone with tamping rod, 15 cm cube 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.
51. 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.
52. 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 aggregate/ plaster/ concrete/ exposed concrete/ brick work, ceiling/ walls, skirting/ plaster between various concreting operations of same or different members (particularly in the exposed concrete work) or as required etc. such grooves shall be provided without extra charges and the Contractor's rate for various items are deemed to include the cost of all labour, tools and materials required for making such grooves.
53. Large sized details shall take precedence over small sized drawings. The Contractor shall verify all dimensions at site.
54. Whenever directed by the Engineer-in-Charge with a view to obtain exposed face concrete by itself, form work shall have to be provided by the contractor in specific pattern as required and instructed. A sample of the exposed face finish shall be made by the Contractor and the same shall be got approved before the work is started. Due care shall be taken while removing the form work. 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 match the surrounding surface. No patching up with cement plaster or otherwise shall be allowed. If, however, any honey combs, broken edges, or ugly off sets etc. are found, the Contractor shall have to re-do the work without any extra charges. The material used for shuttering for exposed concrete shall be only timber with freshly sawn surfaces or as approved by the Engineer-in-Charge.
55. The item of External plastering shall be taken after getting the approval of the Engineer-in-Charge. The item of external finishing if got executed from another agency may need a close co-ordination between the items of external plastering and finishing for which the contractor shall have to work in close liaison with the second agency as per the direction of Engineer-in-Charge.

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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 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.
57. 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.
58. Payment for work in different floors, extra for items for RCC, brick work different floor levels 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. of RCC slab in main room and not the top of any sunken or depressed floor for lavatory slabs.
59. 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.
60. Cutting of holes in walls, floors, chhajjas, RCC slab 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.
61. All chases shall be cut mechanically and nothing extra shall be paid on this account. The rate shall also include making good the same.

62. Third Party Quality Assurance.

In order to achieve a high standard of quality, it may be required to go for 3rd party quality control. For this purpose, a separate agency shall be appointed by DDA who will carry out independent testing of material and checking and ensuring overall quality procedures. The contractor shall be required to fully cooperate with the agency and facilitate them in taking samples and examination of various activities including documentation at no extra time and cost to DDA. In case of any adverse finding by the Agency, the contractor shall do the needful rectification at no extra time and cost to DDA. The Engineer-in-charge shall be at liberty for getting quality assurance work through agencies like IIT Roorkee, DTU, RITS, IIT Delhi, NIT Delhi, etc. (Any one agency as approved by TS Authority).

Executive Engineer/RMD-2

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

SPECIAL CONDITIONS

1. The site for the work is available.
2. Sub-soil water table at work site is reported to be about... *
below the general ground level as per soil investigation report. The water level is likely to rise during rainy season, but nothing extra shall be paid for the work under sub-soil water.
- 3.(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) Program for procurement of materials by the contractor.
 - (iv) Program of mobilization of machinery/equipment.
 - (v) Time schedule for the requirement of material to be supplied by the Department, if any.
 - (vi) Cash flow statement.

If the contractor fails to submit the Bar Chart, the Engineer-in-Charge shall get it prepared at the risk and cost of the Contractor.

PROGRESS OF WORK

- (b) Contractor shall give the Engineer-in-charge, on the 4th day of each month, the progress report of the work during the previous month. The progress of work will be reviewed periodically by the Engineer-in-charge with the contractor and shortfalls, if any will be 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 department.
4. a) The submission of detailed programme, for approval by the Engineer-in-Charge, or the furnishing of such particulars shall not relieve the Contractor from any of his duties or responsibility under the Contract. This is, without prejudice to the right of the Engineer-in-Charge to take action against Contractor as per terms and condition of the Agreement.
 - b) In order to adhere the programme, if the work is to be carried out in more than one shift and no claim on this account shall be entertained. Contractor will have to give advance notice in writing to Engineer-in-Charge for executing any work in odd hours i.e. beyond normal working hours between 9 AM to 5 PM. Contractor shall arrange suitable, to and fro transportation for DDA site staff to their residences, in case the site staff is required to stay beyond office hours.
5. Contractor shall be allowed 15 days for mobilization from the date of issue of letter of award for the work. During this period Contractor will mobilize Plant & equipment and complete other preliminaries like approval of quarry, mix design, trial mix etc.
6. a) Deleted
 - 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 PWD-8.
7. Contractor shall provide one signboard of size 3 feet x 5 feet, displaying name of the Department and the project, architects, consultant and main Contractor, as approved by the Engineer-in-Charge. Nothing

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

extra shall be paid on this account.

8. Some restrictions may be imposed by the security staff/Delhi Police on the working and for movement of labour, materials etc.

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

9. QUALITY ASSURANCE/ QUALITY CONTROL

9.1 The Contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted.

9.2 The Contractor shall intimate the source of various raw materials namely aggregate, cement, sand, water etc. to be used on the work and get it approved from the Engineer-in-Charge. Trial mixes for controlled concrete shall be prepared using the approved materials. The Contractor shall stick to the approved source unless it is absolutely unavoidable. The change, if any, shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be carried out by the Contractor at his own cost.

10.1. 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 procuring 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. In case articles bearing ISI Certification mark are not available, the quality of samples brought by the Contractor shall be judged by the standard laid down in the relevant BIS 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.

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

10.2. 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.

10.3. TESTING OF MATERIALS

Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specification described for the item/materials. Whenever ISI marked materials are brought to the site of work the Contractor shall if required by the Engineer-in-Charge, furnish manufacturer test certificate or test certificate from approved testing laboratory to establish that the material procured by the Contractor for incorporation in the work satisfy the provisions of IS Codes relevant to the material and/or the work done.

10.4. The Contractor shall arrange to carry out all tests as required under the Agreement from the laboratories as approved by the Engineer-in-Charge and shall bear all charges in connection with the cost of samples, packing, transportation, loading & unloading including fee for testing. The fee for testing shall be borne by the contractor only.

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

Samples, whether submitted for approval to govern bulk supplies or required for testing before use and also the sample of materials bearing 'Standard mark', if required for testing, shall be provided free of cost by the contractor. **All expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor.**

However, no testing charges will be payable by the Contractor for the tests conducted in DDA laboratories.

In all cases, cost of samples and to & fro carriage shall be borne by the Contractor.

Allowing 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.

10.5. In case there is any discrepancy in frequency of testing as given in the list of mandatory tests and that in individual sub-heads of work as per C.P.W.D. Specifications 2019 Vol.I & II with up to date correction slips (lower of two frequencies i.e. higher number of tests shall be followed) and nothing extra shall be payable to the Contractor on this account.

10.6. The quality of cement concrete and RCC shall be tested during the execution of the item of work as prescribed in CPWD Specifications.

11. Any cement slurry added over base surface or 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 or extra amount considered in consumption in this account.
12. The registers for cement, Bitumen, other material etc., testing and other registers shall be maintained, 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.
13. Factory made materials shall be procured only from reputed & approved manufacturers or their authorized dealers. List of such approved manufacturers is available and enclosed. For the items/materials not appearing in the list, the decision of Engineer-in-Charge shall be final and binding.
14. Wherever specialized work is to be executed or materials are to be 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 reserve his right to get the materials tested in laboratories of his choice before final acceptance. Non-standard material shall not be accepted.
15. 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/needle vibrator/plate vibrator, as the case may be, to achieve required strength and durability. In no case double handling will be allowed.
16. The tenderer will indicate the system of centering and shuttering, he proposes to adopt for easy erection and de-shuttering. Based on this system, the type of material to be used in shuttering will be determined.
17. GTS bench marks are to be adopted for level of roads. Agency will make all arrangements to demarcate the road alignment as per the layout plan and nothing extra shall be paid on this account. Agency will make all arrangements for taking initial / final level jointly with DDA field staff.

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

18. Earth / soil for construction of embankment / subgrade should not be clay / semi-clay soil and should be free from logs, strupps, roots, rubbish, organic material or any other ingredient likely to deteriorate or affect the stability of the embankment / subgrade.
19. CRRI / IIT, Delhi / IIT Roorkee or any other agency may be associated by DDA for third party quality assurance, during the execution of work and shall be carrying out quality control checks CPWD specifications. Agency shall have to render full cooperation to third party quality assurance team in all respect.
20. Contractor shall provide necessary cooperation and assistance in obtaining the samples for tests and carryout the field tests as required by DDA / third party quality assurance team from time to time. This may include provision of labour, attendants, assistance in packing and dispatching and other assistance considered necessary in connection with the tests.
21. For satisfying about the quality of materials and work, quality control checks shall also be conducted by third party quality assurance staff. Additional tests may also be conducted wherein the opinion of third party need for such tests arises.
22. For the work of embankment, subgrade and pavement, construction of subsequent layers of same or other material over the finished layer shall be done after obtaining permission from DDA/third party officials. Similar permission from DDA / third party shall be taken in respect of all other items of works prior to processing with next stage of construction.
23. The method of sampling and testing of materials shall be as required CPWD specifications 2019 Vol. I & II, with amendments/correction slips received upto the date of receipt of tender, are silent, the sampling and testing procedure shall be approved by DDA / third party officials and decision shall be final & binding on the contractor.

The Tenderer shall quote their rates accounting for above mentioned provisions for smooth execution of the project and nothing extra shall be payable on this account.

24. CONDITION OF CEMENT

- (a) The Contractor shall procure 43 grade (conforming to IS: 8112) ordinary Portland cement as required in the work, from reputed manufacturers of cement, **as per approved list in NIT** as approved by Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product. Supply of cement shall be taken in 50 kg bags bearing manufacturer's 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 results indicate that the cement arranged by the Contractor does not conform 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 week's 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 tonnes or as decided by the Engineer-in-Charge.
- (c) The two cement godowns, one for the untested and the other one for cement that has been tested & approved, of 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 the watch and ward and safety of the cement godowns and no extra payment shall be paid for the same. The contractor shall facilitate the inspection of the cement godowns by the Engineer-in-Charge or his authorized representatives at any time.

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

- (d) The cement shall be got tested by Engineer-in-Charge and shall be used on work only after test results have been received. The Contractor shall supply free of cost the cement required for testing. The cost of tests shall be borne by the Contractor/Department in the manner indicated below:
 - (i) By the Contractor, if results show that the cement does not conform to relevant BIS codes.
 - (ii) By the Department, if the results show that the cement conforms to relevant IS Codes.
- (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 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 **Special Conditions at Sl.No 27** of the Contract and shall be governed by conditions laid therein. No payment for excess consumption of cement will be allowed. However, for 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 Engineering regarding theoretical quantity of cement which should have been actually used, shall be final and binding on the Contractor.

25. CONDITIONS OF STEEL

- i) The contractor shall procure steel reinforcement of Thermo Mechanically Treated Bars conforming to relevant BIS Codes directly from the main producers **as per approved list in NIT.** 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. In exceptional circumstances of non-availability of particular diameter for limited quantity and for a limited period, procurement of steel from secondary producers having valid BIS license and having thermax/ tempcore Plant for production of TMT bars will be allowed with the prior approval of Chief Engineer in writing and who shall satisfy himself independently about the non-availability of particular diameter of steel for which request has been made by the contractor for procurement from the secondary producers. The Contractor shall necessarily produce documentary evidence regarding non-availability of particular diameter of steel from the main producers.

In case, of use of TMT bars from secondary producers, reduction in rate of Rs 8.50 (Rupees Eight and Fifty paise only) per kg from the quoted rate of item shall be made for the quantity procured from secondary producers and used on the work.

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 conform 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 the site in bulk supply of 10 tonnes or more or as decided by the Engineer-in-Charge.
- iii) The steel reinforcement shall be stored by the Contractor at site of work in such a way 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 facilitate easy counting and checking.

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

- iv) For checking nominal mass, tensile strength, bend 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.

- v) The Contractor shall supply free of charge the test pieces of steel bars required for testing. The cost of tests shall be borne by the Contractor/Department in the manner indicated below:
- By the Contractor, if results show that the steel does not conform to relevant IS Codes.
 - By the Department, if the results show that the steel conform to relevant IS Codes.
- vi) 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 **Special Conditions at Sl.No. 27** of the Contract and shall be governed by conditions laid therein.

The Engineer-in-charge may allow the use of high yield strength deformed bars of Grade Fe 500 having elongation more than 14.5% and conform to other requirements of Fe 415 D in the event of non-availability of Fe 415 grade steel reinforcement subject to the following conditions: -

- There shall be no change in the dia and spacing of reinforcement bars as provided for Fe 415 grade steel in the structural drawing.
 - Nothing extra shall be payable to the agencies for using Fe 500 grade steel instead of Fe 415 grade steel.
- vii) The agency shall have to provide cement slurry with inhibitor solution coating on the reinforcing bars as soon as the same are brought at site of work and shall be stacked on brick/timber platform above 30-40 cm height from ground level. Nothing extra shall be paid on this account.

26. CONDITION FOR WATER:

- 26.1.** The Contractor shall make his own arrangement for providing water for construction and drinking purposes. Contractor shall have to get the water tested from any laboratory approved by the Engineer-in-Charge at regular interval as per the "CPWD Specifications" and to follow the provision of Clause-31 of the contract.
- 26.2.** If the source of 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 at frequency specified in latest BIS Code/CPWD Specifications.

27. CONDITIONS FOR THEORETICAL CONSUMPTION OF MATERIALS

- (i) After the completion of the work the theoretical quantities of the following materials, duration of equipment to be used in different items of work shall be calculated on the basis of statement showing quantities of materials to be used in different items of the work provided in the DSR 2023 with upto date Correction Slips.

A..... NIL.....
 C.....NIL.....
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

In case any of the items is executed for which the standard coefficient for the consumption of the materials/duration of equipment cannot be derived from the statement, the same shall be calculated on the basis of standard formula to be laid down by the Superintending Engineer of the Circle concerned. Over these theoretical quantities of the materials/duration of equipment shall be allowed a variation upto a percentage as given below. In the event it is being discovered that the quantities of the materials/duration of equipment used is less than the materials/duration of equipment as ascertained as here before said, provided (allowing variation on the minus side as stipulated above). The cost of quantities of the materials and equipment not so used shall be recovered from the Contractor on the basis of double the market rates. The market rates of such materials/duration of equipment shall be ascertained and approved by the Superintending Engineer of the Circle concerned and the same shall be final and binding on the Contractor. The above procedure will also be repeated along with each and every running account bill and recovery, if any, shall be made simultaneously.

<u>Sl. No.</u>	<u>Item</u>	<u>Variation on minus side</u>
1.	Cement	2% (Except design mix)
2.	Steel	2%
3.	All other Materials	Nil

- (ii) The provisions made above are without prejudice to the rights of the D.D.A. to take action against the contractor under the conditions of the Contract for not doing the work according to the prescribed Specification.
 - (iii) The contractor shall construct suitable godowns at site of work for storing the material safe against damages from Sun, rain, dampness, fire, thefts etc. He shall also employ necessary watch & ward establishment for this purpose.
 - (iv) Cement bags shall be stored properly 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 Assistant Engineer daily showing the work done against the cement issued duly signed by the Contractor or his authorized agent. The statement must show the consumption variation as per above Clause (i).
 - (v) Cement bags shall be stored in separate godown as per typical godown sketch attached, with pucca floor and weatherproof roofs & walls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with DDA's Junior Engineer-in-Charge of work and that of the other lock with the authorized agent of the Contractor at the site of work, so that the cement issued from the godown according to the daily requirement with the knowledge of both the parties. The cement bags shall be stacked on proper floor consisting of two layers of dry bricks laid on well consolidated earth at a level of at least 30 cm above ground level. These stacks shall be in rows of 2 bags and 10 bags high within minimum 60 cm clear space around. The bags should be placed horizontally continuous in each line shown in the accompanying sketch. The day to day receipt and issue accounts of cement shall be maintained by the Junior Engineer-in-Charge and signed daily by the Contractor or his authorized agent. Materials will be issued to the Contractor during working hours as per rule of DDA framed from time to time.
 - (vi) The Contractor shall bear all incidental charges, storage and safe custody for the materials.
28. The contractor shall ensure the registration of all the eligible workers (inclusive of those of sub-contractors and petty contractors) with Delhi Building & other Construction Workers Welfare Board.
29. There shall be no concretization of the trees within one meter of their circumference.

30. CONDITIONS FOR PROCUREMENT AND ACCOUNTING OF BITUMEN

The Contractor shall procure bitumen/modified bitumen/bitumen emulsion of required grade as specified conforming to relevant IS codes with up-to-date amendments and other relevant codes from

A..... NIL.....
 C.....NIL.....
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

the manufactures of reputed like Indian Oil Corporation Ltd., Hindustan Petroleum Corporation Ltd. and Bharat Petroleum Corporation Ltd. as approved by Ministry of Petroleum Govt. of India and holding license to use ISI certificate mark for their product.

The contractor shall have to mention the details of Hot Mix Plant from where he intends to bring the bituminous mix. The Plant including all material to be used in the bituminous mix shall be open to inspection by Engineer-in-Charge or his authorized representative whenever required and also to other inspecting authorities as mentioned in the contract.

~~The contractor shall submit the documents as mentioned below to concern Executive Engineer for approval the hot mix plant. Concern Executive Engineer may check all formality and plant shall be got approved by TS authority before execution of work i.e. Documents of ownership of batch type hot mix plant along with NOC/Consent letter to operate the plant/unit (i.e. Consent to operate the plant/unit) from Central Pollution Control Board/National Green Tribunal or other statutory authority.~~

Or

~~MOU (Memorandum of undertaking) on duly notarized non-judicial stamp papers of Rs. 100/- with the plant owner for batch type hot mix plant along with Documents of ownership of batch type hot mix plant and NOC/Consent letter to operate the plant/unit (i.e. Consent to operate the plant/unit) from Central Board/ State Pollution Control Board/ National Green Tribunal or other statutory authority. The MOU should be specific to this work/NIT.~~

Nothing extra shall be paid for carriage of bitumen/bituminous mix to site of work.

31. 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.

32. CONDITIONS FOR TESTING OF MATERIAL:

The contractor shall arrange carrying out of all tests required through the laboratory as established at site of work at his own cost also from approved laboratory as indicated in the table below. The site laboratory shall be equipped with all necessary equipment as per requirement of specification and as per direction of Engineer-in-charge. A list of laboratory equipment to be maintained by the contractor shall be got approved from Engineer-in-charge. The contractor shall ensure and certify the calibration of equipment installed and shall maintain the same in working order throughout the period of construction. The contractor shall also provide necessary trained staff for carrying out all tests. All test at site shall be carried out under the supervision of Engineer-in-charge.

TESTING OF MATERIALS

1) Test for which no facility is available at site labs / DDA labs	i) 75% of the test to be conducted in govt. labs like PWD, CPWD, DTU, IIT, NIT, CRRI, CERI, NCCBM, RTC & FRI Dehradun. ii) 25% of the test to be conducted in other labs approved by DDA.
2) Test for which facilities are available at site labs / DDA labs.	i) 50% of the test to be conducted test atsite. ii) 25% of the test to be conducted from DDA QAC lab in the zone where work is situated. iii) 15% of the test to be conducted from DDA QAC central lab. iv) 10% of the test to be conducted in govt. labs like PWD, CPWD, NTH, IIT, NIT, CRRI, CERI, NCCM, RTC & FRI Dehradun, or other labs approved by DDA.

33. ADDITIONAL CONDITION FOR SAFETY:

- i) The contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades including signs making, flags and flagman, as necessary at either end of the excavation/embankment at such the discriminate points as directed by Engineer-in-charge for the proper identification of the construction area. He shall be responsible for all damages and accident caused due to negligence on his part.
- ii) The temporary warning lamps, shall be installed at all the barricades during the hours of darkness and keep light all time during these hours.
- iii) All arrangements for traffic during construction including maintenance thereof shall be considered as incidental to the works and contractor's responsibility and nothing shall be payable to him in this respect.

34. SAMPLE AND TESTING OF MATERIALS

- i) All the material to be used work shall be comply with the requirements of Engineer-in-charge and shall pass all the tests and analysis required by him or as per particular specification are applicable or such recognized specification acceptance to the Engineer-in-charge.
- ii) The necessary tests shall be conducted in the laboratory of DDA, CPWD, Central Road Research Institute and IIT Delhi, NIT Delhi and any other laboratory approved by the Engineer-in-charge. The samples for carrying out the tests stipulated in the particular specification or as directed by the Engineer-in-charge shall be collected by the Engineer-in-charge or on his behalf by the Engineer-in-charge of Quality control wing and his authorized subordinates or by the officer -in-charge or DDA laborites and his authorized for carrying out the independent quality control tests. The contractor shall at his risk and cost make all necessary arrangements and shall provide all such facilities as the Engineer-in-charge may require for collection preparing and forwarding the required number of samples for testing and analysis at such time to such places as directed by the Engineer-in-charge and nothing extra shall be paid on this account.
- iii) The contractor or his authorized representative shall associate in collection, preparation, forwarding and test of such samples in case he or his authorized representative is present and does not associate himself in the process, the result and consequence there on shall be binding on the contractor. The contractor or his authorized representative shall be present with Engineer-in-charge or his authorized representative for associating all such operations. No payment or claim whatsoever shall be entertained on this account.

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

ADDITIONAL CONDITIONS

1. The contractor shall have to submit the copy of the receipt of voucher of the original purchase of chemicals.
2. 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.
3. The entry to work may be restricted to workmen and inspecting staff only. Notice boards of specified sizes shall be provided at appropriate locations for wide information and nothing extra shall be paid.
4. 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.
5. 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.
6. 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.
7. The contractor shall maintain in good conditions all work executed by him till the completion of entire work allotted to the contractor.
8. 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.
9. 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 sales tax, municipal taxes local taxes octroi all royalties, patent rights other incidental charges etc. except sales tax on turn over which is regulated. The rate offered shall be final and no claim whatsoever on any account shall be entertained.
10. The contractor shall be responsible for the true and proper setting out of the work in co-ordination with the Engineer-in-charge of 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 positions 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

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

preserve all bench marks, site details, pegs and other things used in the setting out and construction of work.

11. The Engineer-in-charge has the right to curtail or increase the scope of the work and this shall not affect in anyway the other provision of the agreement.
12. Contractor has to produce manufactures test certificate for each lot of cement & steel procured at site.
13. Correctness of invert levels of sewers as mentioned in the sewerage scheme approved by DJB shall be truly achieved at site by the contractor and top level of manholes shall be maintained as per directions of Engineer-in- charge.
14. Pre-cast SFRC manhole covers with frame of grade HD-20 conforming to IS 12592 shall only be provided.
15. The contractor shall take prior written permission from the maintaining authority of the area before making connection into the existing sewer.
16. 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.
17. The surplus excavated earth shall be disposed for utilization in the works after obtaining written permission from the Chief Engineer (Rohini). 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.
18. The contractor shall get the design of cradle and RCC from Structural Engineer from approved list of DDA and got it approved from Competent Authority before execution of work and nothing extra shall be paid on his account.
19. The contractor shall furnish shuttering procurement plan for timely completion of the work. The quantum of shuttering made available at site shall be sufficient to coup up with the required progress of work.
20. There shall be no concretization of the trees with in one meter & their circumference.

21. **Work Zone Traffic Management**

- **Signage:** Advance warning signs such as “Men at Work,” “Diversion Ahead,” “Speed Limit 20 kmph” shall be placed at least **50 meters before the work zone** in urban areas.
- **Visibility:** All signage shall be **retro-reflective (High Intensity Grade)** to ensure **night-time visibility**.
- **Marshals:** Where more than **30% of the carriageway is obstructed**, trained traffic marshals equipped with **reflective jackets and flags** shall be deployed during **peak hours**

22. **Safety Measures for Excavation & Pits**

A. Mandatory Hard Barricading

- Excavations deeper than **1.5 meters** shall be enclosed with **hard barricades (C.G.I sheets or sturdy metal frames)** painted in **yellow and black stripes**.
- Barricades shall be at least **2.0 meters in height** to prevent **unauthorized pedestrian entry**.

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

- Barricading shall be installed in a manner that **eliminates accident risks** and ensures that **open pits or excavated material are not exposed to the public or contribute to dust pollution**.

B. Night Safety

- **Blinkers:** LED blinkers (**Red/Amber**) shall be installed on barricades at **intervals of 5 meters**.
- **Reflective Strips:** Barricades shall have **retro-reflective tape visible from a minimum distance of 100 meters**

C. Structural Stability

- **Shoring/Strutting:** For excavations deeper than **2 meters**, proper **shoring or strutting** shall be provided to prevent **soil collapse**.
- **Backfilling:** Pits shall be **backfilled and properly compacted immediately after completion of work**. Leaving pits open without proper barricading, even for curing purposes, shall be treated as a **violation**.

GENERAL SPECIFICATIONS

1. SPECIFICATIONS:

Specifications to be followed for execution of work shall be: -

- 1.1 The entire work shall be executed as per description of item, specifications attached, **CPWD Specifications 2019 Vol. I and Vol. II** with up to date correction slips issued up to the date of receipt of tenders wherever referred to in this tender document as “**CPWD Specifications**” and particular Specifications attached herewith. However, in case of any discrepancy in the description of any item as given in the schedule of quantities appended with the tender and the specification relating to the relevant item, the former shall prevail.
- 1.2 Samples of all building materials, like Non Pressure RCC pipes /HDPE pipes, and other articles required for execution of works shall be got approved from Engineer-in-Charge. Articles classified as First quality by the manufacturer shall be used unless otherwise specified.
- 1.3 The Contractor shall give a performance test such as smoke test/pressure test of the entire installations as per standard Specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the Contractor for the test.
- 1.4 The expansion joints, wherever required may be provided at suitable intervals as per specifications and nothing extra shall be paid on this account.

2. BRICKWORK:

- 2.1 All mortars shall be mixed in Mechanical mixtures.
- 2.2 Due care shall be taken by the contractor to ensure the execution of brick masonry walls in plumb

3. FORMWORK:

3.1 Cleaning and Treatment of Works:

All rubbish, particularly chipping, shaving and saw dust shall be removed from the interior of the forms before the concrete is placed. The formwork in contact with the concrete shall be cleaned and thoroughly wetted or treated with an approved composition to prevent adhesion between formwork and concrete. Care shall be taken that such approved composition is kept out of contact with the reinforcement.

- 3.2 For the execution of centering and shuttering, the Contractor shall use proprietary “Reebole” chemical mould release agent of FOSROC or equivalent as shuttering oil as recommended by the manufacturer and nothing extra shall be paid on this account.

4. CONCRETE WORK/ DESIGN MIX (READY MIX)

- 4.1 43 grade OPC (Conforming to IS-8112) or PPC conforming to IS: 1489 (Part-I) as required in the work of brand/make/source **as per approved list in NIT.**
- 4.2 Precast cover blocks in cement mortar 1:2 mix (1 cement: 2 coarse sand) of required thickness and about 4 x 4cm section 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.
- 4.3 All R.C.C. work shall be as per approved design mix. A computerized automatic batching Plant of minimum capacity 150 cum per day or of a lower capacity as decided by the Engineer in-charge (8 hours working) shall be installed at site for preparation of design mix concrete. In case computerized plant is not arranged by the contractor, use of Ready Mixed concrete (RMC) obtained from the approved companies based on above conditions, IS 4926 and latest CPWD specifications, shall be permitted.
Concrete for all reinforced concrete works in columns, wall, footing, beams, slab and the like shall be laid and well consolidated by vibrating using portable mechanical vibrator. The rest of the concrete for all reinforced concrete such as chajjas and shelves etc. shall be laid and well consolidated by pouring & tamping. Care shall be taken to ensure that concrete shall be poured through concrete pumps.
- 4.4 a). Design mix concrete shall be used in the work for all structural members. Concrete design mix procedure and calculation shall be as per IS: 10262-2009.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

- b).The minimum quantity of cement in mix designs shall be as per IS: 456. Mix design with lesser quantity of cement than this minimum shall not be accepted. Cementitious material such as Fly ash is allowed in design mix as per IS: 10262- 2019. In case the cement content in design mix is more than the specified minimum cement content, the contractor shall have discretion to either redesign the mix or bear the cost of extra cement. Nothing extra will be paid for extra cement used.
- c). Design mix shall be got done by the contractor for meeting the strength and workability requirements of the work. The cost of the concrete / RCC includes the cost of all components i/c cement and shall be considered included in the rates bid by the contractor. Nothing extra shall be paid on this account.
- d). The concrete mix design with or without admixture will be carried out by the contractor at his own cost through one of the following specialized organization or research institutes and ready-mix concrete shall conform to accept design mix.

- i. IIT Delhi, IIT Roorkee
- ii. National Council of Cement & Building Material, Ballabhgarh.
- iii. C.R.R.I., Delhi.
- iv. CBRI, Roorkee
- v. DTU, Delhi
- vi. NIT Delhi , NIT Kurukshetra

The cost of design mix shall be borne by the contractor.

- e). The contractor shall submit the mix design report from any of above approved laboratories for approval of Engineer-in-Charge at least 30 days before start of execution of work at site. No concreting shall be done until the mix design is approved by the Superintending Engineer.
- 4.5 In the event of all the above 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.
- 4.6 The Contractor shall submit the mix design report obtained from any of above approved laboratories for approval of Engineer-in-Charge within 30 days from the date of issue of award letter. No concreting shall be carried out until the mix design is approved. In case of emergency if job mix of other work is adopted after approval of competent authority then Rs 15,000/- per each job mix will be recovered from the contractor.
- 4.7 The cost of packing, sealing, transportation, loading, unloading, cost of samples and the testing charges for Mix design in all cases shall be borne by the Contractor.
- 4.8 IN CASE OF RMC FOLLOWING CONDITIONS WILL APPLY: -
- a. Ready mix concrete as per approved design mix shall be arranged by the contractor from the reputed Ready mix producing plant as per approved list in NIT or as approved by Chief Engineer (Rohini).
 - b. Batch mix plant at construction site in Delhi including NCR can be installed & operated subjected to compliance of Pollution Control Norms and other mandatory requirements in force at the place.
 - c. The cost of packaging, sealing, transportation, loading, unloading, cost of samples and the testing charges for mix design in all cases shall be borne by the contractor.
 - d. 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 as per approved list in NIT.
 - e. The Engineer-in-charge will reserve right to inspect at any such stage, and reject the concrete if he is not satisfied about 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.
 - f. The Engineer-in-charge reserves the right to exercise control over: -

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

- i. Ingredients, water and admixtures purchased, stored and to be used in the concrete including conducting of tests for checking quality of materials, recordings of test results and declaring the materials fit or unfit for use in production of mix.
 - ii. Calibration Checks of the RMC.
 - iii. Weight and quantity check on the ingredients, water and admixtures added for batch mixing.
 - iv. Time of mixing of concrete.
 - v. Testing of fresh concrete, recordings 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.
 - vi. For exercising such control, the Engineer-in-charge shall periodically depute his authorized representative at the RMC Plant. It shall be the responsibility of the contractor to ensure that all necessary equipment man-power & facilities are made available to Engineer-in-charge and / or his authorized representative at RMC Plant.
 - vii. Ingredients, admixtures & 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.
 - viii. All required relevant records of RMC shall be made available to the Engineer-in-charge or his authorized representative. Engineer-in-charge shall, as required, specify guidelines and additional procedures for quality control and other parameters in respect of materials and production and transportation of concrete mix, which shall be binding on the contractor and the RMC Plant.
 - ix. The RMC produced concrete shall be accepted by Engineer-in-charge at site after receipt of the same after fulfilling all the requirements of mix mentioned in the tender documents.
 - x. Ready mix concrete shall be arranged in quantity as required at site of work. The ready mix concrete shall be supplied as per the pre-agreed schedule approved by Engineer-in-charge.
- 4.9 The item of Design Mix cement concrete shall be inclusive of all the ingredients including admixtures if required, labour, Machinery T&P etc. (Except shuttering which will be measured & paid for separately) required for design mix concrete of required strength and workability. The rate quoted by the agency shall be net & nothing extra shall be payable on account of charge in quantities of concrete ingredients like cement and aggregates and admixtures etc. as per the approved mix design.
- 4.10 (i) 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 arrangement for transportation shall be provided by the contractor for placing of concrete.
The workability of concrete shall be as specified in Para 7.0 of IS 456-2000 for all grades of concrete depending on the placing conditions/members.
- (ii) Approved Plasticizers/Super plasticizers / Admixtures conforming to IS 9103 can be used for improving workability and their performance and shall be monitored as per clause-5.5 of IS 456-2000 and clause-4.1.3 of CPWD Specifications 2019.
 - (iii) No extra payment shall be paid for use of plasticizers.
 - (iv) In no case steel bars less than 8mm dia. shall be used in RCC work.
 - (v) Cement content prescribed in CPWD specifications is inclusive of additions mentioned in 5.2 of IS 456. and no extra payment shall be made for excess use of cement.
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.

5.FINISHING:

- 5.1 The external finishing with plaster shall be done as per CPWD Specification and as per item of Schedule of Quantity and sample of such plaster should be prepared by the Contractor and got approved by Engineer-in-Charge before undertaking mass work.
- 5.2 The primer, ready mixed paint, distemper etc. of makes as approved by Engineer-in-charge shall only 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 work. The material shall be kept under the joint custody of contractor and representative of the Engineer-in-charge. The empty containers shall not be removed from the site till the completion of the work without permission of Engineer-in-charge.

6. CONSTRUCTIONS JOINTS:

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

- 6.1 The Contractor shall give his proposal for location and treatment of construction joints. The construction joints shall be provided only at places and in the manner as approved by Engineer-in-Charge.
- 6.2 Except where shown otherwise on the drawing, reinforcement shall continue through construction joints.
- 6.3 The foreign matter and laitance shall be cleaned properly by compressed air before starting further work.
- 6.4 The steel chairs, if required for support of dowel bars shall be provided by the contractor for which no payment shall be made by the department.

7. CONDITION FOR CONSTRUCTION AND DEMOLITION WASTE (C&D MATERIAL)

- i) The material shall be passing on IS 150mm sieve & retaining to 26.5mm sieve.
- ii) The material shall free from foreign matter, flaki & elongated material, marble pieces/stone, glazed tiles, POP waste, domestic, industrial, medical waste & refuse/garbage etc.
- iii) The agency shall install computerized weigh bridge machine at site with printer for computerized slips.
- iv) The sub-soil water is high at the work site. However, nothing extra shall be paid for working in sub-soil water/slush conditions.
- v) The agency shall submit the proof of royalty paid to IL & FS processing unit Jahangir Puri for the entire quantity of C&D waste material brought at site. No payment shall be made without the production of such proof.
- vi) The density of sub-base constructed with C&D waste shall not be less than 95%.

8.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.

9. WOOD WORK:

- 9.1 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.
- 9.2: 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.

10.STEEL WORK:

- 10.1 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
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

11. FLOORING:

- 11.1 All the work in general shall be carried out as per CPWD specifications.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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-in-charge. No payment whatsoever will be made for these samples.
- 11.7 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.
- 11.8 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.

12. WATER SUPPLY & SANITARY INSTALLATIONS:

- 12.1 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

- 12.2 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 (1 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 conform 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.

12.3 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.

12.4(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 adaptor 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 adaptor 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.

12.5 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.

12.6 Unplasticised PVC Pipes and Fittings

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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.

12.7 **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.

12.8 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.

12.9 **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.

13. **WATERPROOFING**

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

14. **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.

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

General

15.1 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 (2009) Volume I & II with correction slips upto date of tender notice.

15.2 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.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

- 15.3 All the work shall be completely concealed either within shafts or chase and dropped ceiling unless specifically shown in drawings or required otherwise.
- 15.4 All the work shall be adequately protected against corrosion, so that the whole work is free from damage throughout.
- 15.5 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.
- 15.6 Only material of specified make subject to the approval of the sample by Engineer-in-charge shall be used.
- 15.7 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.
- 15.8 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.
- 15.9 All the workmanship shall conform to Indian Standard Codes of practice. The fixing and finishing shall be neat, true to level and plumb.
- 15.10 Manufacture instruction shall be followed closely regarding installation and commissioning.
- 15.11 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.

16. CERAMIC GLAZED TILES

- 16.1 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.

16.2 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

- 16.3 Work shall be carried out as per item of schedule of quantity and CPWD specification 2019 VOL-I & II with up-to-date correction slip.

17. EXPANSION JOINTS:

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

18. 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.

19. 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 should be prepared by the contractor and got approved by Engineer-in-charge before undertaking mass work.

Executive Engineer/RMD-2

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

LIST OF APPROVED MAKES OF MATERIALS

Specification/brands names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved by the Architect are listed below. However, approved equivalent materials and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the CE (Rohini). (also see Conditions of Contract).

<u>Sl.No.</u>	<u>Materials</u>	<u>Approved Make</u>
<u>1.</u>	<u>POLY-SULPHID SEALANT</u>	<u>PIDILITE, TUFFSEAL, CHOKSY CHEMICALS.</u>
<u>2.</u>	<u>T.M.T. STEEL</u>	<u>SAIL, TATA STEEL LTD., RINL,JINDAL STEEL</u> <u>AND</u> <u>POWER LTD., JSW STEEL LTD</u>
<u>3.</u>	<u>STRUCTURAL STEEL SECTIONS</u>	<u>TATA,SAIL, LLOYD METAL, SUPREME</u>
<u>4.</u>	<u>ADMIXTURE</u>	<u>FOSROC BY M/S. S.G. FOUNDRY AIDS, MC-</u> <u>BY</u> <u>BAUCHEMIE INDIA PVT. LTD. ROFF,</u> <u>PIDILITE &</u> <u>CICO.</u>
<u>5.</u>	<u>PORTLAND CEMENT(GRADE-43)</u>	<u>ACC, VIKRAM, AMBUJA, JAYPEE, J.K.</u> <u>SHREE CEMENT, ULTRATECH</u>
<u>6.</u>	<u>WATER PROOFING COMPOUND</u>	<u>TAP CRETE, CICO, ACCOPROOF, M/S</u> <u>SHALIMAR PAINTS</u>
<u>7.</u>	<u>BITUMEN</u>	<u>I.O.C.L,H.P.C.L.,B.P.C.L.</u>
<u>8.</u>	<u>FLOAT GLASS</u>	<u>MODI FLOAT, SAINTGOBAIN</u>
<u>9.</u>	<u>WATER PROOFING CEMENT PAINT</u>	<u>SNOWCEM, ACQUCEM</u> <u>10 GLAZED CERAMIC TILES JOHNSON,</u> <u>SOMANY, KAJARIA, M/S SHALIMAR PAINTS</u>
<u>10.</u>	<u>GLAZED CERAMIC TILES</u>	<u>JOHNSON, SOMANY, KAJARIA,</u> <u>BELLCERAMIC/ORIENT. M/S CERA SANITARY</u> <u>WARE LTD.</u>
<u>11.</u>	<u>SYNTHETIC ENAMEL PAINT</u>	<u>J&N,OPEC,INDIGO BERGER, NEROLAC,</u> <u>ASIAN, ICI,DULUX, M/S SHALIMAR PAINTS</u>
<u>12.</u>	<u>MARBLE CHIPS</u>	<u>BARODA, DEHRADUN, UDAIPUR (AS PER</u> <u>APPROVED SAMPLES)</u>
<u>13.</u>	<u>WHITE CEMENT</u>	<u>NEROLAC,J.K. WHITE, BIRLA WHITE.</u>
<u>14.</u>	<u>READY MIX CONCRETE</u>	<u>A.C.C./ Ultratech/ V.K. RMC Pvt. Ltd./Shri Ram</u> <u>Ready Mix Concrete Pvt. Ltd., Shokeen Cons. Co.,</u> <u>RajReady Concrete Works</u>
<u>15</u>	<u>PLASTER OF PARIS , READY MIX PLASTE, WALL PUTTY</u>	<u>TRIMURTI WALL CARE PRODUCTS PVT.LTD</u>
<u>16</u>	<u>TILE ADHESIVE, STONE ADHESIVE</u>	<u>TRIMURTI WALL CARE PRODUCTS PVT.LTD,</u>
<u>17</u>	<u>GYPSUM BOARD,GI CHANNEL</u>	<u>TRIMURTI WALL CARE PRODUCTS PVT.LTD</u>
<u>18</u>	<u>EPOXY GROUT,DISTEMPER,PRIMER & EMULSION</u>	<u>TRIMURTI WALL CARE PRODUCTS PVT.LTD,</u> <u>, M/S SHALIMAR PAINTS</u>
<u>19</u>	<u>BATHROOM ACCESSORIES,SANITARY WARES</u>	<u>M/S DOORKY HARDWARE , M/S CERA</u> <u>SANITARY WARE LTD.</u>
<u>20</u>	<u>SS DOOR WINDOW HARDWARE,LOCKS, SS RAILING,</u>	<u>M/s DOORKY HARDWARES,M/s JAIN WOOD</u> <u>INDUSTRIES</u>

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

	FLUSH DOOR , BRASS FITTING,LAMINATES,PLYWOOD, BLOCK BOARD,WOODEN DOOR FRAME, FRP DOOR & FRAMES, WPC DOOR & FRAME	
21	MODULAR KITCHEN & WARDROBES, FURNITURE AND OFFICE FURNITURE	M/S BROWN CRUST FURNITURE AND INTERIORS

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

Appendix 'I'**REGISTER OF MATERNITY BENEFITS (Clause 19 F)**

Name and address of the contractor -----

Name and location of the work -----

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

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

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

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 -----

- Name of the woman and her husband's name
- Designation
- Date of appointment
- Date with months and years in which she is employed
- Date of discharge/ dismissal, if any
- Date of production of certificates in respect of pregnancy
- Date on which the woman informs about the expected delivery
- Date of delivery/ miscarriage/ death
- Date of production of certificate in respect of delivery/ miscarriage
- Date with the amount of maternity/ death benefit paid in advance of expected delivery
- Date with amount of subsequent payment of maternity benefit
- Name of the person nominated by the woman to receive the payment of the maternity benefit after her death
- 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
- Signature of the contractor authenticating entries in the register
- Remarks column for the use of Inspecting Officer

A..... NIL.....
C.....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 -----

Sl.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 -----

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

Appendix 'V'

MUSTER ROLL

Name and address of contractor -----
 Name and address of establishment under which contract is carried on -----
 Nature and location of work -----
 Name and address of Principal Employer ----- For the Month of fortnight -----

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

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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

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

Appendix 'VII'

Wage Card No. -----

WAGE CARD

Name and address of contractor -----

Date of Issue -----

Name and location of work -----

Designation -----

Name of workman -----Month / Fortnight -----

Rate of Wages -----

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

Received from ----- the sum of Rs. -----

----- on account of my wages.

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

Signature

A..... NIL.....

C.....NIL...

OW.....NIL.....

D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

Appendix 'VII'
(Reverse)

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

WAGES SLIP

Name & address of contractor -----Name & 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. Sl.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 -----

Sl.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

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

Signature

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.

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

Appendix 'XI'**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-----

Sl. No.	Name of Work man	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....

OW.....NIL.....

D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

--	--	--	--	--	--	--	--	--	--	--	--	--

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 -----

Sl.No.	Name of Work man	Father's/ Husband's name	Designation/ nature of employment	Particulars of damage or loss	Date of damage or loss	Whether work man showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of 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

A..... NIL.....

C.....NIL....

OW.....NIL.....

D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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 -----

Sl. No.	Name of Work man	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

Appendix 'XV'

REGISTER OF MATERIAL AT SITE (MAS)

1. Division/Sub-division
2. Name of Work
3. Name of Article/Item
4. Estimated Requirements

S. No.	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	11

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

(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 of2020..... 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 Rupeesso 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 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

A..... NIL.....

C.....NIL....

OW.....NIL.....

D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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 Rupees and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the 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 saidandby 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

(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...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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

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

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

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

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

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

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

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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

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

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up tounless extended on demand by the Government. 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 six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor.....(indicate the name of the Bank)

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

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

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

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

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

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

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

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

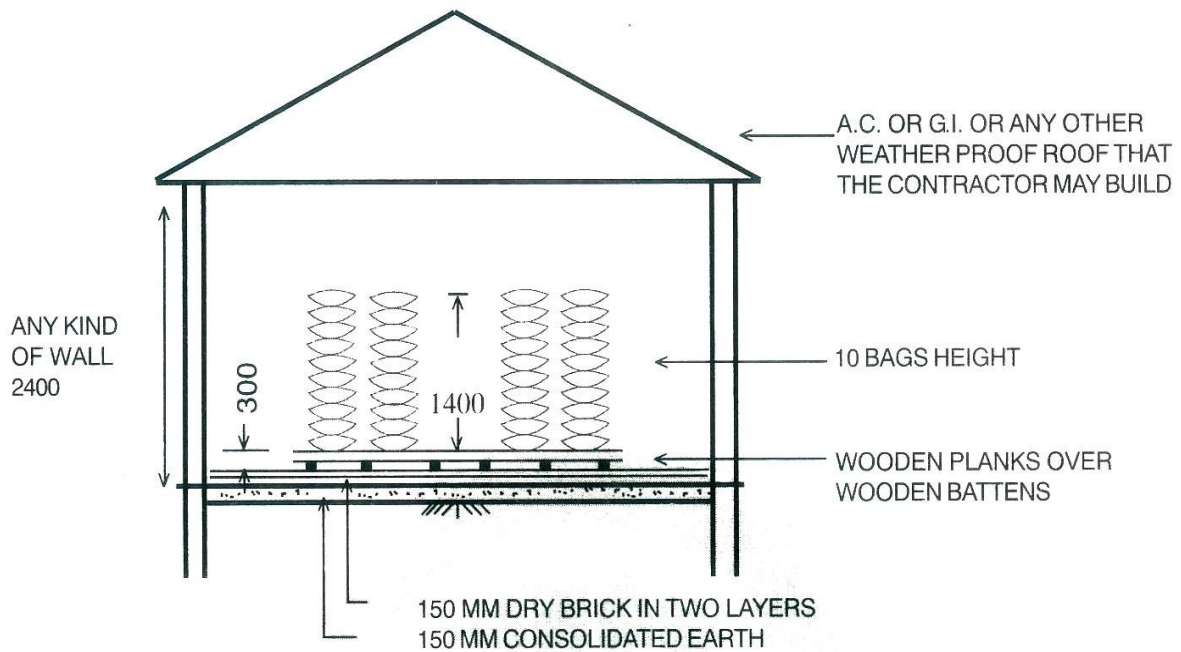
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

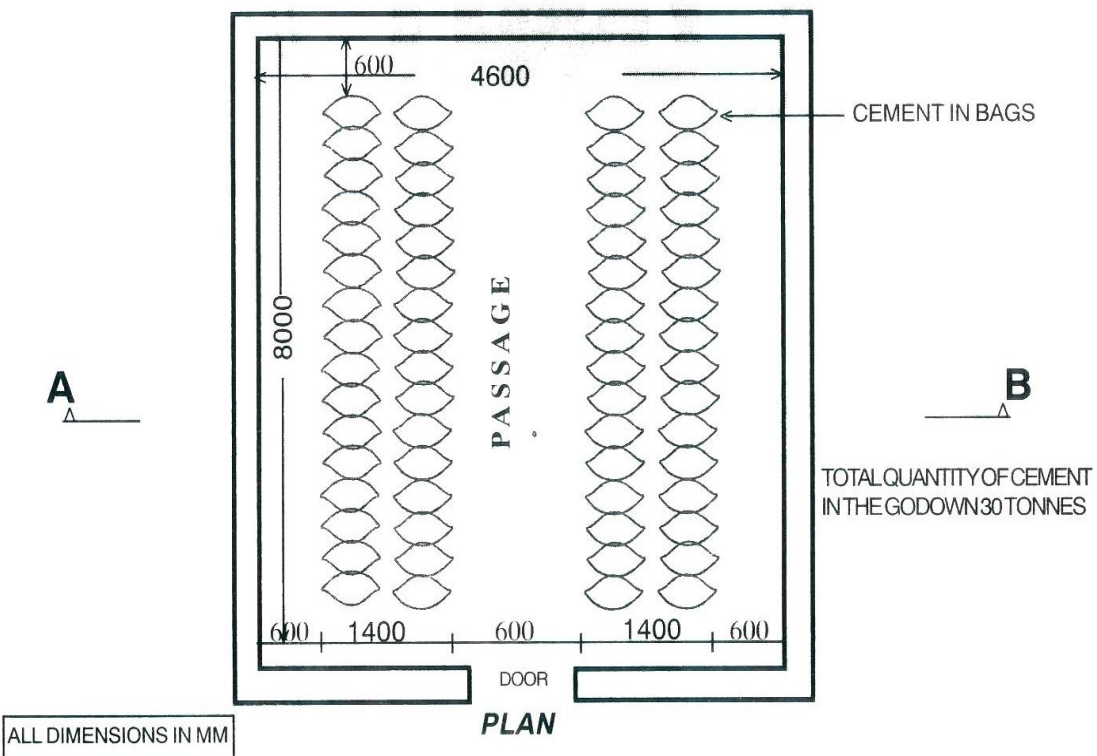
8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees)

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

SKETCH OF CEMENT GODOWN



SECTION AB



A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

SCHEDULE-A**SCHEDULE OF QUANTITIES: -ATTACHED (AT PAGE 153-154)****SCHEDULE-B****SCHEDULE OF MATERIALS TO BE ISSUED TO THE CONTRACTOR**

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

SCHEDULE-C**TOOLS AND PLANTS TO BE HIRED TO THE CONTRACTOR**

S.No	Description	Hire charges per day	Place of issue
1	2	3	4
NIL			

SCHEDULE – D

Extra schedule for specific requirements /document for the work if any

-----NIL-----

SCHEDULE – E**Reference to General Conditions of Contract (GCC EPC Projects 2024/ GCC Maintenance Works 2023/ GCC Construction Works 2023)**Applicable GCC is **GCC Maintenance Works 2023** as modified & corrected upto previous day of the last date of submission of the tender.

Name of work	:	M/o various scheme under Nazul A/C-II Rohini Zone..
Sub Head	:	Desilting of S.W. pipe drains, open surface drains, culvert, gully grating & chamber etc. under the jurisdiction of RMD-2
Estimated cost of work	:	Rs. 69,26,540/-
Earnest money (EMD)	:	Rs.1,38,531/-(to be returned after receiving performance guarantee)
ii)Performance Guarantee (Refer circular EM1(10)2024 CIRCULAR/DDA/200 dated 02.03.2026 at page 159-161)	:	PG shall be 5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher plus additional performance Guarantee as

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

		described below, 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 six months beyond the date of completion of all contractual obligations as per GCC. In case of contracts where supplementary agreement is drawn, the fresh PG shall be obtained from the contractor @ 5% of the amount of the 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 addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be 0.8A - 0.7A). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.
Security Deposit	:	2.5% of the Tendered Amount

SCHEDULE – F**General Rules & Directions and Conditions of Contract:**

Officer inviting tender : EE/RMD-2/DDA		
2(vi)	Engineer-in-charge	Executive Engineer/RMD-2/ DDA
2(viii)	Accepting Authority	As per delegation of Financial Powers to Officers of Engineering Wing/DDA
2(x)	Percentage on cost of materials and labour to cover all overheads and profits	15% (fifteen percent)

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

2(x)(b)	Standard Schedule of Rates	CPWD DSR, 2023 (Civil) with upto date correction slips issued till last date of submission of tender.
2(xi)	Department	Delhi Development Authority/DDA
9(ii)	Contract Form	Standard CPWD contract Form General Conditions of Contract Maintenance Works 2023 , CWPD Form 7/8 as modified & correction upto previous day of last date of submission of tender.
Clause-1	(i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare Board or proof of applying thereof from the date of issue of letter of acceptance.	7 Days
	(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above in days	7 Days
Clause-2	Authority for fixing compensation under Clause-2	Superintending Engineer/RCC-1/ DDA
Clause 2A	Whether Clause 2A shall be applicable. (Yes/No)	No
Clause-5	Number of days from the date of issue of letter of acceptance for reckoning date of start	10 days or date of handing over of site Whichever is later.
	Table of Mile Stone(s)	See table attached
	Time allowed for execution on of work	30days.
	(i) Authority to convey the decision of shifting of milestone and extension of time	Executive Engineer/RMD-2/ DDA
	ii) Authority to decide rescheduling of milestone and extension of time	Superintending Engineer/RCC-1/ DDA
	iii) Shifting of date of start in case of delay in handing over of site	Superintending Engineer/RCC-1/ DDA
Clause 6/6A	Clause 6A is applicable.	Yes (Measurement to be submitted as per E-MB format of DDA)
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	Running Account bill will be made to the contractor on his request when gross amount of the work done in that RA bill is not less than 10% of tendered value except for final bill.
Clause-7A	Whether Clause 7A shall be applicable (Yes/No)	Yes
Clause-8	Competent Authorities to inspect and issue completion certificate	Executive Engineer/RMD-2/ DDA

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

Clause 10A	List of testing equipment to be provided by the contractor at site lab – 1. Set of Sieves 2. Silt Jar 3. Cube Moulds 4. Weighing Machine 5. Slump cone and any other Testing Equipment:As per the direction of Engineer-in-charge.	
Clause 10B	Whether clause 10B shall be applicable(Yes/No)	Not Applicable
Clause 10C	Component of labour expressed as percent of value of work = 5%	
Clause 10 CA & CC	Not Applicable	
Clause-11	Specifications to be followed for execution of work	CPWD Specification 2019 Volume I and Volume II, MoRTH (fifth revision) 2013 Specification 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: Up-gradation / Maintenance work	
	Clause 12 Deviation limit beyond which clause 12 shall apply.	The completion cost shall, in no case, exceed 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 item(s), deviation(s) so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid.
Clause-16	Competent Authority for deciding reduced rates.	Superintending Engineer/RCC-1/ DDA
Clause-18	List of mandatory machinery, tools & plants to be deployed by the contractor at site: - As per the direction of Engineer-in-charge.	
Clause 19C	Authority to decide penalty for each default	Superintending Engineer/RCC-1/ DDA
Clause 19D	Authority to decide penalty for each default	Superintending Engineer/RCC-1/ DDA
Clause 19G	Authority to decide penalty for each default:	Superintending Engineer/RCC-1/ DDA
Clause 19K	Authority to decide penalty for each default:	Superintending Engineer/RCC-1/ DDA
Clause 25	Constitution of Dispute Redressal Committee (Jurisdiction shall be Delhi)	Not Applicable
Clause-32	Requirement of Technical Representative(s) and their recovery rate.	See table attached.
Clause-38	(i) (a) Schedule/ Statement for determining theoretical quantity of cement & bitumen on	

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

	the basis of Delhi Schedule of Rate 2023 with latest amendments as per nomenclature of items and jobs printed by CPWD.	
	(ii) Variations permissible on theoretical quantities.	
	(a) Cement For works with estimated cost put to tender not more than Rs. 25 Lacs	3% Plus / Minus
	Cement For works with estimated cost put to tender more than Rs. 25 Lacs	2% Plus / Minus
	(b) Bitumen for all works	2.5% plus only & nil on minus side
	(c) Steel Reinforcement and Structural Steel sections for each diameter, section & category.	2% Plus/Minus
	(d) All other materials	Nil
	Validity of Tender	75 days from the last day of receipt of technical bid
	Price Preference to SC/ST individual contractor is valid upto(date)	Not Applicable

JE(T)/RMD-2

AE(P)/RMD-2

EE/RMD-2

AE(P)-II/RCC-1

EE(P)/RCC-1

SE/RCC-1

A..... NIL.....
 C.....NIL....
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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.	1/8 th of the whole work	1/4 th of the whole work	In the event of not achieving the necessary progress as assessed from the running payment, 1.25% of the Tendered Value of work will be withheld for failure of each Milestone but not exceeding 5% of the tendered value of work.
2.	3/8 th of the whole work	1/2 of the whole work	
3.	3/4 th of the whole work	3/4 th of the whole work	
4.	Full	Full	

REQUIREMENT OF TECHNICAL STAFF& RECOVERY RATES

Cost of Work (Rs. In Crores)	Requirement of Technical		Minimum experience (Years)	Designation Technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling
	Qualification	Number (of Major+ Minor component)			
More than 100	Graduate Engineer (Major Component)	1	20 (and having experience of one similar nature of work)	Project Manager with degree in major discipline of Engineering	Rs. 60,000/- per month
	Graduate Engineer	2+1	12 (and having experience of one similar nature of work)	Deputy Project Manager	Rs. 40,000/- per Month per person
	Graduate Engineer or Diploma Engineer	4+2	5 or 10 respectively	Project / Site Engineer	Rs. 25,000/- per month per person
	Graduate Engineer	1+1	8	Quality Engineer	Rs. 25,000/- per month per person
	Diploma Engineer	1	8	Surveyor	Rs. 15000/- per month per person
	Graduate Engineer	1+1	6	Project Planning/billing	Rs. 20000/- per month per person
More than 50 to 100	Graduate Engineer	1	20 (and having experience of one similar nature of work)	Project Manager	Rs. 60,000/- per month

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

	Graduate Engineer	1+1	12 (and having experience of one similar nature of work)	Deputy Project Manager	Rs. 40,000/- per Month per person
	Graduate Engineer or Diploma Engineer	1+1	5 or 10 respectively	Project/ Site Engineer	Rs. 25,000/- per month per person
	Graduate Engineer	1+1	8	Quality Engineer	Rs. 25,000/- per month
	Diploma Engineer	1	8	Surveyor	Rs. 15000/-per month
	Graduate Engineer	1+1	6	Project Planning/ billing Engineer	Rs. 20000/- per month per person
More than 20 to 50	Graduate Engineer	1	20 (and having experience of one similar nature of work)	Project Manager	Rs. 60,000/-per month
	Graduate Engineer	1	12 (and having experience of one similar nature of work)	Deputy Project Manager	Rs. 40,000/- per Month per person
	Graduate Engineer or Diploma Engineer	1+1	5 or 10 respectively	Project/ Site Engineer	Rs. 25,000/- per month per person
	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Project Planning /quality/ billing Engineer	Rs. 15,000/- per month per person
More than 10 to 20	Graduate Engineer	1	10 (and having experience of one similar nature of work)	Project Manager	Rs. 30,000/- per month
	Graduate Engineer or Diploma Engineer	1	5 or 10 respectively	Project/ Site Engineer	Rs. 25,000/- per month
	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Planning /quality/ billing Engineer	Rs. 15,000/- per month per person
	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Project Planning /quality/ billing Engineer	Rs. 15,000/- per month per person
More than 5 to 10	Graduate Engineer	1	5 (and having experience of one	Project Manager	Rs. 25,000/- Per month Rs.

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

	Graduate Engineer or Diploma Engineer	1+1	similar nature of work) 2 or 5 respectively	Project Planning /quality/ billing Engineer	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
More than 15 Lacto 1.5Crore	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

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 years relevant experience with a reputed construction company can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Notes:

1. 'Cost of work,' in table above, means the Estimated cost of the work put to tender.
2. Nothing extra need to be added while preparing market rate justified amount of the work if stipulation is made as per above recommended scale of requirement of technical staff.
3. Requirement of technical staff and their experience can be varied depending upon nature of work by NIT approving authority with recorded reasons.
4. The NIT approving authority shall mention the appropriate stage of employment of technical staff or minor component / specified work, if any at the time of approval of NIT.

Note: Nothing extra shall be paid to the agency on account of deployment of aforesaid technical staff.

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

List of testing equipment to be provided by the contractor at site lab as per Clause 10A

(A) General Equipment's:

1. Theodolite/ Total Station
2. Leveling Machine
3. Oven- Electrically operated, thermo-statistically controlled range up to 2000 °C
4. Balance (more than 3 Kg capacity) with 0.1 % accuracy
6. Water bath – electrically operated and thermo- statistically controlled.
7. A stout water container
8. Thermometer
 - A) Mercury-in glass thermometer range 0°C to 250°C
 - B) Mercury-in steel thermometer with 30 cm stem, range up to 300°C
9. Glassware's, spatulas, steel scales, measuring tape, enameled trays, porcelain dishes, plasticbags, chemicals, digging tools like pickaxes, shovels, crow bars etc.
10. Set of IS sieves with lid and pan:

450mm diameter.
75mm, 63mm, 53mm, 45mm, 37.5mm, 26.5mm, 19mm, 13.2mm, 12.5mm, 10mm, 9.5mm, 6.7mm and 4.75mm

200mm diameter
2.36mm, 2.0mm, 1.18mm, 600 micron, 425 micron, 300 micron, 150 micron, 75 micron size.
11. Sieve Shaker Machine

(B) Coarse Aggregates Testing:++

1. Trays
2. Thickness Gauge
3. Length Gauge
4. Balance (more than 3 Kg capacity) with 0.1 % accuracy
5. Oven (100 to 110 °C Capacity)
6. Wire Basket of lesser than 6.3 mm mesh,
7. A stout water container
8. Two dry soft absorbent cloths each not less than 75 x 45 cm.
9. A shallow tray not less than 650 cm²
10. An airtight container
11. Cylindrical metal measure of 11.5 cm ϕ , 18 cm height
12. 15 cm ϕ open-ended steel cylinder, with plunger and base plate
13. Cylindrical Tamping Rod of 16mm ϕ , 60 cm length and rounded at one end
14. Compressive Testing Machine capable of applying a load of 100 T
15. Sieve Shaker

Any other instrument/equipment as desired by the Engineer-in-charge for site testing of materials

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

SPECIFICATIONS FOR BITUMINOUS WORK**1 GENERAL**

1.1 The contractor shall have to necessarily deploy self-propelled mechanical paver with suitable screeds capable of spreading, tamping and finishing the mix true to the specified lines, grades and cross sections of the road. The paver finisher shall have the following essential features:

- a) Loading hoppers and suitable distributing mechanism.
- b) All drives having hydrostatic drive/control.
- c) The machine shall have a hydraulically extendable screed for appropriate width requirement.
- d) The screed shall have tamping and vibrating arrangement for initial compaction to the layer as it is spread without rutting or otherwise marring the surface. It shall have adjustable amplitude and variable frequency.
- e) The paver shall be equipped with necessary control mechanism so as to ensure that the finished surface is free from surface blemishes.
- f) The paver shall be fitted with automatic leveling and profile control within the specified tolerances.
- g) The screed shall have the internal heating arrangement.
- h) The paver shall be capable of laying either 2.5 to 4.0m width or 4.0 to 7.0m width as stipulated in the contract.
- i) The paver shall be so designed as to eliminate skidding/slippage of the tyres during operation.

1.1.2 The contractor shall have to necessarily deploy the road rollers, for BM, DBM & DBC for their compaction as per relevant MORTH specifications, as described below:-

- (i) For Initial Rolling: - 80 to 100 KN static weight smooth wheel roller (3 wheels or tandem)
- (ii) For Intermediate Rolling :- Vibratory roller of 80 to 100 KN static weight or pneumatic tyred roller of 150 to 250 KN weight with minimum 7 wheels and minimum tyre pressure of 0.7 Mpa.
- (iii) For Final Rolling: - 60 to 80 KN tandem roller. The joints and edges shall be rolled with 80 to 100 KN static roller.

1.1.3 Mix shall be prepared in hot mix plant of adequate capacity and capable of yielding a mix of proper and uniform quality with thoroughly coated aggregate. Hot Mix Plant shall be preferable of batch mix type with electronic load sensor device. The requirement of clause 504.3.4 of MORTH specification shall be strictly adhered to.

~~Documents of ownership of batch type hot mix plant along with NOC/Consent letter to operate the plant/unit (i.e. Consent to operate the plant/unit) from Central Pollution Control Board/National Green Tribunal or other statutory authority.~~

~~Or~~

~~MOU (Memorandum of undertaking) on duly notarized non-judicial stamp papers of Rs. 100/- with the plant owner for batch type hot mix plant along with Documents of ownership of batch type hot mix plant and NOC/Consent letter to operate the plant/unit (i.e. Consent to operate the plant/unit) from Central Board/ State Pollution Control Board/ National Green Tribunal or other statutory authority. The MOU should be specific to this work/NIT.~~

~~Nothing extra shall be paid for carriage of bitumen/bituminous mix to site of work.~~

1.1.4 The job mix shall be got designed by the contractor from CRRI/IIT/NIT or any other govt. lab or as directed by Engineer-in-Charge and its cost shall be borne by the contractor if any. The mix shall be designed in such a proportion that laboratory density of 2.2 gm/cum for Bituminous Macadam, 2.3 gm/cum for Dense Bituminous Macadam and 2.36gm/cum for Dense Bituminous Concrete is achieved. The design mix M25 for cement content 330 kg / cum shall be designed in recommended preparation. The contractor shall follow the instructions contained in clause 507.3.3 and 507.3.4 for DBM and clause 512.3.3 & 512.3.4 for DBC & clause 515 for Mastic Asphalt of MORTH specifications strictly and provide all necessary details as specified therein. In case of emergency if

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

job mix of other work is adopted after approval of competent authority the Rs. 15,000/- per each job mix will be recovered from the contractor. The job mix shall be approved by the Engineer-in-charge.

1.1.5 The contractor shall be fully responsible for quality of hot mix including input control, transportation and placement etc.

1.1.6 The Engineer-in-charge will reserve right to inspect the hot mix plant at any stage and reject the mix if he is not satisfied about the quality of product. The contractor should thereafter draw MoU/agreement with hot mix plant owner/company very carefully keeping all the terms and condition specification forming a part of this tender document.

1.2 Tack coat

The work shall consist of application of single coat of low viscosity liquid bituminous material to an existing road surface preparatory to another bituminous construction over it. The binder used for tack coat shall be bituminous of suitable grade as specified in nomenclature of item.

The emulsified bitumen for tack coat on road shall be medium setting (MS) type conforming to IS: 8887-1995. The bitumen emulsion shall be brought at site in one lot in sealed drums and shall be got verified and checked by the representative of Engineer-in-charge before its use. The work shall be done strictly in accordance with clause 503 and sub clauses thereto of MoRTH specification for roads & bridges work (5th version) 2013.

1.3 BITUMINOUS MACADAM

The work shall consist of construction, in single course, of compacted crushed stone aggregates mixed with bituminous binder, to serve as base/binder course, laid immediately after mixing, on a previously prepared base in accordance with the requirement as per the specification as laid down in clause 504 and sub-clause thereto of MORTH specification for Road & Bridge works 2013(5th revision) and as directed by Engineer-in-charge.

1.3.1 MATERIAL

1.3.1.1 BITUMEN

Bitumen shall conform to grade and quantity as specified in nomenclature of the item.

1.3.1.2 AGGREGATE

Aggregate shall consist of crushed stone aggregate confirming to grading specifications as laid in paras 504.2.2 to 504.2.4 of MORTH specification 2013(5th) Revision). No natural aggregate or sand shall be allowed.

(i)RATE

The contract unit for the Bituminous Macadam shall be payment in full for carrying out all the required operations including full compensation for all components listed in clause 501.8.8.2.(i) to (xi) of MORTH specification 2013(5th) Revision). The rate shall cover the provision of bitumen in the mix design @ 3.5% of weight of total mix with provision that variation of quantity on minus side is not allowed. However, no extra payment would be admissible for use of bitumen if the variation is on higher side i.e. beyond 3.5% of weight of total mix.

1.4 DENSE BITUMINOUS MACADAM

The work shall consist of construction, in single course of compacted crushed stone aggregates mixed with bituminous binder, to serve as base/binder course, laid immediately after mixing on a previously prepared base in accordance with the requirement as per the specification as laid down in clause 507 and

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

sub-clause there to of MORTH specifications for Roads & Bridges works 2013(5th Revision) or as directed by Engineer-in-Charge.

1.4.1 MATERIAL

1.4.1.1 BITUMEN

Bitumen shall conform to grade and quantity as specified in nomenclature of the item.

1.4.1.2 AGGREGATE

Aggregate shall consist of crushed stone aggregate conforming to grading & specification as laid down in paras 507.2.2 to 507.2.5 of MORTH specification 2013(5th Revision). No natural aggregate or sand shall be allowed.

1.4.1.3 FILLER

Filler shall consist of hydrated lime conforming to specification & grade as specified in clause 507.2.4 of MORTH specifications 2013(5th) Revision).

(ii) RATE

The contract unit rate for the Dense Bituminous Macadam shall be payment in full all for carrying out all the required operations including full compensation for components listed in clause 501.8.8.2(i) to (xi) of MORTH specification 2013(5th Revision). The rate shall cover the provision of bitumen in the mix design @ 5% of weight of total mix with provision that variation of quantity

1.5 BITUMINOUS CONCRETE

The work shall consist of constructing a single layer of specified compacted thickness of bituminous concrete consisting of crushed stone aggregate mixed with bituminous binder, to serve as wearing course, laid immediately after mixing on a previously prepared base in accordance with the requirement of specification as laid down in clause 512 and sub-clause thereto of MORTH specifications for Roads & Bridges works 2013(5th Revision) and as directed by Engineer-in- Charge.

MATERIAL

(iii) BITUMEN

Bitumen shall conform to grade and quantity as specified in nomenclature of the item.

1.5.1.2 AGGREGATE

Aggregate shall consist of crushed stone aggregate conforming to grading & specification as laid down in sub clause 509.2.2 to 509.2.5 of MORTH specification 2013(5th Revision) for Roads & Bridges works 2013 (5th Revision). No natural aggregate or sand shall be allowed.

FILLER

Filler shall consist of hydrated lime of grade & specification conforming to clause 509.2.4 of MORTH specifications 2013(5th Revision).

1.5.2 RATE

The contract unit rate for the Bituminous concrete shall be paid in full for carrying out all the required operations including full compensation for components listed in clause 501.8.8.2(i) to (xi) of MORTH specification 2013(5th Revision).The rate shall cover the provision of bitumen in the mix design @ 5.5% of weight of total mix with provision that variation of quantity on minus side is not allowed. However, no extra payment would be admissible for use of bitumen if the variation is on higher side i.e. beyond of 5.5% weight of total mix.

1.6 BITUMEN MASTIC WEARING COURSE

The work shall consist of constructing in a single layer of 25mm/40mm thick Bitumen Mastic wearing course for road and bridge deck. The Bitumen Mastic shall be laid over a Dense Bituminous Macadam base/existing base, as directed, in case of road pavement and over a Cement Concrete base in case of bridge deck. The work is to be done as per IS 5317-1987 and clause 515 of MORTH specifications for Roads & Bridges 2013(5th Revision). The contractor shall have to use Spot Mix Plant (mastic cooker) installed, within workable reach, at site of work.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

1.7 THERMOPLASTIC PAINT

1. ROAD MARKINGS STRIPS

The colour width and layout of road markings shall be in accordance with the Code of Practice for Road Markings with paints, IRC : 35, and as specified in the drawings or as directed by the Engineer-in-Charge.

2. Materials

Road markings shall be of ordinary road marking paint (retro-reflective), hot applied thermoplastic compound as specified in the item.

3. Hot Applied Thermoplastic Road Marking

General

- (i) The thermoplastic material shall be homogeneously composed of aggregate, pigment, resins and glass reflector zing beads.
- (ii) The thermoplastic compound shall be screeded/extruded on to the pavement surface in a molten state by suitable machine capable of controlled preparation and laying with surface application of glass beads at a specific rate. Upon cooling to ambient pavement temperature, it shall produce an adherent pavement marking of specified thickness and width and capable of resisting deformation by traffic.
- (iii) The thermoplastic material shall conform to ASTM D36/BS-3262-(Part I).
- (iv) The material shall meet the requirements of these specifications for a period of one year. The thermoplastic material must also melt uniformly with no evidence of skins or unmelted particles for the one year storage period. Any material not meeting the above requirements shall be replaced by the manufacturer/supplier/Contractor.
- (v) **Marking:** Each container of the thermoplastic material shall be clearly and indelibly marked with the following information:
 1. The name, trade mark or other means of identification of manufacturer.
 2. Batch number
 3. Date of manufacture
 4. Colour (White or yellow)
 5. Maximum application temperature and maximum safe heating temperature.
- (vi) **Sampling and Testing:** The thermoplastic material shall be sampled and tested in accordance with the appropriate ASTM/BS method. The Contractor shall furnish to the Engineer-in-Charge a copy of certified test reports from the manufacturers of the thermoplastic material showing results of all tests specified herein and shall certify that the material meets all requirements of this Specification.

4. Preparation

(i) The material shall be melted in accordance with the manufacturer's instructions in a heater fitted with a mechanical stirrer to give a smooth consistency to the thermoplastic material to avoid local overheating. The temperature of the mass shall be within the range specified by the manufacturer, and shall on no account be allowed to exceed the maximum temperature stated by the manufacturer. The molten material should be used as expeditiously as possible and for thermoplastic material which has natural binders or is otherwise sensitive to prolonged heating, the material shall not be maintained in a molten condition for more than 4 hours.

(ii) After transfer to the laying equipment, the material shall be maintained within the temperature range specified by the manufacturer for achieving the desired consistency for laying.

5. Properties of Finished Road Marking

- a. The stripe shall not be slippery when wet.
- b. The marking shall not lift from the pavement in freezing weather.

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

- c. After application and proper drying, the stripe shall show no appreciable deformation or discoloration under traffic and under road temperatures upto 60oC.
- d. The marking shall not deteriorate by contact with sodium chloride, calcium chloride or oil drippings from traffic.
- e. The stripe or marking shall maintain its original dimensions and position. Cold ductility of the material shall be such as to permit normal movement with the road surface without chopping or cracking.
- f. The colour of yellow marking shall conform to IS Colour No. 356 as given in IS 164.

6. Application

Marking shall be done by fully /semi-automatic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator as specified in item. For locations where painting cannot be done by machine, approved manual methods shall be used with prior approval of the Engineer-in-charge. The Contractor shall maintain control over traffic while painting operations are in progress so as to cause minimum inconvenience to traffic compatible with protecting the workmen.

The thermoplastic material shall be applied hot either by screeding or extrusion process. After transfer to the laying apparatus, the material shall be laid at a temperature within the range specified by the manufacturer or otherwise directed by the Engineer-in-Charge for the particular method of laying being used. The paint shall be applied using a screed or extrusion machine.

The pavement temperature shall not be less than 10oC during application. All surfaces to be marked shall be thoroughly cleaned of all dust, dirt, grease, oil and all other foreign matter before application of the paint.

Thermoplastic paint shall be applied in intermittent or continuous lines of uniform thickness of at least 2.5 mm unless specified otherwise. Where arrows or letters are to be provided, thermoplastic compound may be hand-sprayed. The minimum thickness specified is exclusive of surface applied glass beads. The finished lines shall be free from ruggedness on sides and ends and be parallel to the general alignment of the carriageway. The upper surface of the lines shall be level, uniform and free from streaks.

7. Measurements for Payment

The painted markings shall be measured in sq. metres of actual area marked (excluding the gaps, if any) correct upto the two places of decimal.

CONDITION FOR PROCUREMENT AND ACCOUNTING OF BITUMEN:-

1. The contractor shall procure bitumen of required grade as specified confirming to IS: 73-1992 with upto date amendments and other relevant codes from the manufactures of repute like Indian Oil Corporation Ltd., Hindustan Petroleum, Govt. of India and holding license to use ISI certificate mark for their products.

2. MODE OF PROCUREMENT:

- 2.1 Bitumen/Bitumen emulsion for tack coat shall be brought at site in sealed drums only bearing following marking (legible)
 - (i) Name of Manufacturers.
 - (ii) Gross Wt., Net Wt. And Tare Weight.
 - (iii) Month and year of Manufacture.
 - (iv) Use before _____ (date)
 - (v) Type and Grade.
 - (vi) Batch Number.
 - (vii) "ISI" Certification and Standard Mark.
 - (viii) Name of Contractor/Supplier.

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

(ix) Serial No. & Total Nos. of drums in each batch.

- 2.2 For providing bituminous surface like BM, DBM, etc., the bitumen shall be procured either in sealed drums or in bulk and stored at the hot mix plant site. The drums/container shall bear the marking as mentioned in para-2.1 above.
- 2.3 The contractor will produce original challan/voucher for purchase of bitumen and emulsion from IOCL/HPCL/BP/HINCOL as a proof of having purchased the material from manufacturer. The voucher/challan shall be returned to the contractor after verification and making necessary endorsement.
- 2.4 Bitumen of specified grade shall be brought to plant site in one lot for theoretical requirement upto 100 tonnes and in lots of 100 tonnes or more for theoretical requirement of more than 100 tonnes. The day to day receipt and issue accounts of bitumen shall be maintained by the junior Engineer in charge and signed daily by the contractor or his authorized agent on the following proforma:-

PROFORMA FOR THE BITUMEN REGISTER RECEIPT

Date of Receipt	Qty. Received.	Progressive Total.	Date of Issue	Qty. Issued.	Total Issued	Balance in hand	Cont.'s initial	JE's initial
1	2	3	4	5	6	7	8	9

Item of Work for Which issued	Appx. Qty. of work done on each day	Theoretical Fulfillment of bitumen for work done on each day?	Remarks	Initial of AE/AEE/EE Ex. Eng.
10	11	12	13	14

- 2.5 When bitumen is issued /brought in drums, the same shall be stacked in fenced enclosures to be provided by the contractor at his own cost, as directed by the Engineer-in-Charge on one side of the roadway. The contractor shall be responsible for the watch & ward and safety of bitumen. The contractor shall facilitate the inspection of bitumen stockyard by the Engineer-in-Charge or his representative at any time.
- 2.6 Material shall be kept in the joint custody of the contractor and the representative of the Engineer-in-charge. 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.

3 SAMPLING AND TESTING

The contractor shall have to obtain and furnish test certificate issued by manufacturer to the Engineer-in-Charge in respect of bitumen procured by him. The samples shall be collected at discretion of Engineer-in-Charge and got tested as per provisions of IS:73/MORTH/CPWD specification from the laboratories approved by him.

4. The contractor shall supply free of charge, the bitumen required for testing. The cost of specimen sample shall be borne by contractor.

In case the test result indicate that the bitumen procured by the contractor does not Conform to the relevant BIS codes/specification, the same lot shall be rejected and shall be removed from the site of work by the contractor at his own cost within a week's time of written order from Engineer-in-Charge to do so. The bitumen content in bituminous mix shall be checked by conducting the bitumen extraction test Conforming to IRCII at regular interval on the completion of work, the actual consumption of bitumen shall be worked out based on such test results. The theoretical consumption shall be worked out based on the design mix formula and the actual consumption (based on extraction test as well as MAS account) if found less than theoretical one, the recovery shall be made from contractor for less use of bitumen. However, nothing extra shall be paid if actual consumption so worked out is higher than theoretical consumption. This is without prejudice to action under relevant clause of the agreement.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

Bitumen brought to site/Hot Mix Plant and bitumen remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

NOTE:- Nothing extra shall be paid for cartage of bitumen to the site of work.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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 ensure 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 relating 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 "Ministry of Environment, Forest and Climate Change" (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 used to ensure speed reduction. In cases where speed reduction cannot effectively reduce 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/RMD-2

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

Additional Condition for the control of Air Pollution at construction sites.

The contractor, will follow the directions of Hon'ble Green Tribunal issued from time to time and specifically the one issued vide its orders dated 4.12.2014 and 10.04.2015 for the control of air pollution from dust resulting from demolition and construction activity at site.

(a) Direction issued vide order dt. 4.12.2014:

- i. No contractor would be permitted to store/dump construction material or debris on metalled road.
- ii. Beyond the metalled road the area where such construction material or debris can be stored shall be physically demarcated by (the concerned) ensuring that it would not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured that no accidents occur on account of such permissible storage.
- iii. Every contractor shall ensure that the construction material is covered by tarpaulin and all other precaution should be taken to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
- iv. It shall also be ensured that appropriate protection measures are taken by raising wind breakers of appropriate height on all sides of the plot/area using plastic and/or other similar material to ensure that no construction material dust fly outside the plot area and it will be the contractor responsibility to ensure that their activity does not cause any air pollution during course of construction and/or storage of material or construction activity. This condition shall be strictly adhered to by every contractor. In the event of default they shall be prosecuted under the law in force, as well as for causing environmental pollution and will be liable to pay compensation which would be determined by Tribunal in accordance with law.
- v. All the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material should be fully covered. The vehicles should be properly cleaned, should be dust free and every necessary precautions is to be taken to ensure that enroute their destination, the dust, sand or any other particles are not permitted to be released in air/contaminate air. Any truck not complying with the above directions would not be permitted to enter NCR Delhi.

(b) Directions vide order dt. 10.04.2015.

- (1) Every contractor shall put tarpaulin on scaffolding around the area of construction and the building. No contractor can be permitted to store any construction material particularly sand on any part of the street, roads in any colony.
- (2) The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the Air in any form.
- (3) All the construction material and debris shall be carried in the trucks or their vehicles which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere, in any form whatsoever.
- (4) The dust emissions from the construction site should be completely controlled and all precautions taken in that behalf.
- (5) The vehicles carrying construction material and construction debris of any kind should be cleaned before it is permitted to ply on the road after unloading of such material.
- (6) Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with mask to prevent inhalation of dust particles.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

C & D Waste Conditions

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 follow regarding C&D waste. The main contents of these memorandum is as under

- (i) The waste generator by the agency is bound to dump all the C& D waste in MCD approved dumping ground.
- (ii) 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.
- (iii) 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.
- (iv) 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
- (v) No payment shall be release to the agency until they produce the receipt of material procured from the approved C & D plants.
- (vi) 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, kerbstones, paver blocks in open areas and footpath etc.
- (vii) At least 50% recycled material should be utilized for the items like providing or replacement footpath tiles, kerbstones, paver blocks and similar works subject to quality control and meeting relevant standard and specifications.
- (viii) 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
- (ix) 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
- (x) 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
- (xi) The agency shall submit the purchase voucher of Recycled material recycled plant before making payment.\
- (xii) Dust/wind breaking walls of appropriate height around the periphery of the construction site.
- (xiii) Installation of Anti-Smog Gun(s) (for > 5000 2 sqmt construction area).
- (xiv) Tarpaulin or green net on scaffolding around the area under-construction and the building.
- (xv) All vehicles including carrying construction material and construction debris of any kind should be cleaned and wheels washed.
- (xvi) All vehicles carrying construction material and construction debris should be fully covered and protected.
- (xvii) All construction debris and construction material of any kind should be stored on the site and not dumped on public roads or pavements.
- (xviii) No loose soil or sand or Construction & Demolition Waste or any other construction material that causes dust shall be left uncovered.
- (xix) No grinding and cutting of building materials in open area. Wet jet should be used in grinding and stone cutting.

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

- (xx) Unpaved surfaces and areas with loose soil should be adequately sprinkled with water to suppress dust.
- (xxi) Roads to or at construction sites must be paved and blacktopped, metallic roads (for > 20m² built up area).
- (xxii) Construction and demolition waste should be recycled on-site or transported to authorized recycling facility and due record of the same should be maintained.
- (xxiii) Every worker working on construction site and involved in loading, unloading and carriage of construction material and construction debris should be provided with dust-mask to prevent inhalation of dust particle.
- (xxiv) Arrangement should be provided for medical help, investigation and treatment to workers involved in the construction of building and carry of construction material and debris relating to dust emission.
- (xxv) Dust mitigation measures shall be displayed prominently at the construction site for easy public viewing.

Indicative Clauses for Clean Construction Tenders

1. Pre-Construction infrastructure & Demolition of existing

Prior to initiate any site clearance and excavation activity, the construction site should be screened with continuous dust/ wind breaking walls all around the site with at least 3m height or 1/3rd of the building height and maximum up to 10m or as directed by CPCB/NGT/PCB.

The contractor shall prepare a solid waste management plan and identify location to dispose demolition waste created from demolition of any pre-existing structure at project site. The Construction waste management plan for safe handling, storage, and recycling of demolition waste to be prepared by the contractor in consultation with the engineer in charge by the contractor.

2. C&D waste storage and management

All construction and demolition debris shall be stored at the site securely during the demolition (and not dumped on the roads or open spaces outside) and are properly disposed in accordance with the provisions of Demolition Waste Management Rules, the Construction and 2016. Further, Contractor shall follow, inter alia, the following: the

- a) The Contractor shall be responsible for collection, segregation of concrete, soil and others and storage of construction and demolition waste generated, as directed or notified by the concerned local authority in consonance with these rules.
- b) The Contractor shall ensure that other waste (such as solid waste) does not get mixed with this waste and is stored and disposed separately.
- c) The Contractor shall ensure that if more than 20 tons or more C & D waste is generated in one day or 300 tons in a month, same shall be segregated into four streams such as concrete, soil, steel, wood and plastics, bricks and mortar and shall submit waste management plan and get appropriate approvals from the local authority before starting construction or demolition or re-modelling work and keep the concerned authorities informed regarding the relevant activities from the planning stage to the implementation stage.
- d) The Contractor shall keep the construction and demolition waste within the premise or get the waste deposited at collection centre so made by the local body or handover it to the authorized processing facilities of construction and demolition waste, and ensure that there is no littering or deposition of construction and demolition waste so as to prevent obstruction to the traffic or the public or drains.
- e) The contractor shall insure to keep records of waste generated, and the quantities of waste that have been recycled.

All demolition and construction waste shall be managed as per the provisions of the Construction and Demolition Waste Management Rules 2016.

3. Construction Vehicles, Equipment and Machinery

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

Contractor shall ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that emission standards/norms. levels comply with environmental All vehicles delivering construction materials to the site shall be covered with Tarpaulin or green net to avoid spillage of materials and maintain cleanliness of the roads. Contractor make sure that No uncovered vehicles carrying construction material and waste shall be permitted do bringing in sand, cement and other construction materials prone to causing dust pollution at the site as well as taking out debris & soil from the site without being properly covered.

For controlling the noise from Vehicles, Plants and Equipment, the Contractor shall confirm the following:

- a) All vehicles and equipment used in construction will be fitted with exhaust silencers.
- b) Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective will be replaced.
- c) Noise emission from compactors (rollers) front loaders, concrete mixers, cranes (movable), vibrators and should be less than 75 dB (A). saws of Noise
- d) As per the standards/guidelines for control Pollution from Stationary Diesel Generator (DG) sets, noise emission in dB(A) from DG Set (15-500 KVA) should be less than $94 + 10 \log_{10} (\text{KVA})$. The standards also suggest construction of acoustic enclosure around the DG Set and provision of proper exhaust muffler with insertion loss of minimum 25 dB (A) as mandatory.
- e) A speed limit of maximum 10km/hr shall be enforced for any vehicular movement inside the construction site.

4. Wheel washing

Wheel Tires of all vehicles used by of the contractor, or any of his sub-contractor or materials supplies shall be cleaned and washed clear of all dust/mud before leaving the project premises. This shall be done by routing the vehicles through tire washing tracks.

Contractor shall arrange for regular water sprinkling for dust suppression of the construction sites and unpaved roads used by his construction vehicles. The Contractor shall insure provision of adequate infrastructure at site as required for wheel washing of vehicles leaving the site including provision of supply water, necessary pumps, provision for managing waste water from washing & wash pit/ gravel pit.

5. Anti-smog Gun

Contractor shall provide Anti-smog guns at the project site as per CPCB/ CAQM policy and other regulatory requirements keep the air pollution under limits. to the deployment of adequate number of anti-smog guns shall be supplemented with suitable system of water storage tank, jet pumps, and nozzles to act as anti-smog guns. The contractor shall keep regular log of usage of Anti-smog guns on site including start & stop times and particulate matter (PM 10 & PM 2.5) levels before & after operations.

6. Sedimentation basin

The contractor shall prepare sedimentation basin or a temporary pit at the lowest convenient point of the site for collecting, trapping and storing sediment produced by the construction activities & storm water runoff generated during construction. A flow detention facility must also be constructed for reducing peak run-off rates. This would also allow most of the sediments to settle before the run-off is directed towards the outfall.

The sedimentation infrastructure shall be suitably sized and located at one or multiple levels as per actual site. conditions and shall be maintained throughout

7. Grinding and cutting inside close space

The Contractor shall keep grinding and cutting of building materials in closed space. The open area for grinding and cutting shall be prohibited.

The Contractor shall make sure that wet jet shall be use for grinding and stone cutting.

8. Water sprinkled on unpaved surface and hard road surface

Contractor shall provide suitable dust mitigation measures to keep the air pollution under limits.

The contractor shall arrange for regular water sprinkling for dust suppression of the construction sites and unpaved roads used by his construction vehicles. The STP waste can be use for the sprinkling and it

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

should meet the CPCB norms. The contractor should regularly monitor that sprinkling should be as per the standard and water monitoring also be followed.

Unpaved surfaces, loose materials and loose soil shall be adequately sprinkled with water to suppress dust at least 2-3 times daily.

9. Dust mitigation measure display

The contractor shall display the dust mitigation measures prominently at the construction site for easy public viewing.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

Guidelines for Construction Sites for COVID-19 Outbreak

In response to COVID-19 outbreak, the following Standard Operating Procedures (SOPs) and guidelines to ensure safety of construction site workers are to be complied. In addition to trained Supervisor(s), a Site Safety Representative (SSR) will be deployed at every site, to ensure the safety guideline is followed. Necessary trainings will be given in advance to Supervisors and SSRs, so that they can train the workers further.

A, General Guidelines

1. The workers coming from outside will be required to self-declare their health profile as per **Annexure-A** and shall be quarantined for a period of at least 15 days. Mandatory
2. Thermal Scanning of everyone entering and exiting a construction site will be done for fever with thermal scanners. If anyone leaves and re-enters the site during the shift, re-screening of the individual will be done prior to re-entry into the work site.
3. PPE and Other material requirement shall be documented as per **Annexure-B**
4. Provision for hand wash & sanitizer (touch free recommended) will be made at all entry and exit points and common areas (including at distant locations like higher floors). Everyone will be required to wash & sanitize his/her hands before entering the site and using PPEs. Same procedure to be followed after removing PPEs and exiting the premise. Sufficient quantities of all the items should be available at the site.
5. All Protocol including Emergency Response will be laid out. Periodic tailgate sessions will be arranged to review site protocols in view of highly dynamic scenario ensuring social distancing norms. During these sessions, everyone including workers will be informed about the safety guidelines and important updates. Necessary arrangements for announcements shall be made at every site.
6. Mandatory use of PPEs (face mask, hand gloves and other as applicable) by everyone entering the premise. Re-usable PPEs should be thoroughly cleaned and should not be shared with others.
7. Entire construction site including site office, labour camp, canteens, pathways, toilets, and entry / exit gates will be disinfected on daily basis. Housekeeping team should be provided with necessary PPEs.
8. There will be total Ban on non-essential visitors at sites.
9. There will be strict ban on Gutka, Tambaku (Tobacco), Paan etc. on site and spitting shall be strictly prohibited.
10. Food should be consumed at designated areas only ensuring social distancing.
11. Common sitting arrangements should be removed.
12. Post lunch, waste should be disposed by individual in designated bins and area should remain clean.
13. Areas with a probability of bigger gathering, for eg. cleaning area, toilets etc. should be identified and all arrangements should be made to ensure social distancing.
14. A doctor will be present periodically (at least once a week) at site on allotted time for any medical assistance.
15. Appropriate signage at construction site spelling out safety practices in the language which is understood by all.
16. Hospital/clinics in the nearby area, which are authorized to treat COVID- 19 patients, should be identified and list should be available at Site all the time.
17. For any confusion, clarification and update, everyone should approach designated authority or rely on authentic source.
18. Rumors shall be discouraged and offenders be warned.

A..... NIL.....
 C.....NIL...
 OW.....NIL.....
 D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

19. An isolation room shall be created at site.

Guidelines for Workers

1. On day 0, before resuming the work on site post lockdown period, mandatory medical check-up will be arranged for all workers. The workers coming from outside will be quarantined for a period of at least 15 days. Only medically fit workers will be deployed at site and medical assistance will be arranged for unfit workers. Medical checkup camp should be arranged every month
2. The labours staying at site will not be allowed to go outside. All the essential items will be made available to labours at site only. If necessary, the workers can go out wearing PPEs. after informing supervisor. Similarly, no outside labour will be allowed at site without following proper procedure and instructions.
3. Start time on site will be staggered to avoid congestion at the entry gates. Number of workers working at a particular time / place will be reduced by making arrangements for different shifts / areas. Accordingly, additional staff such as security guards, supervisors etc. will be deployed.
4. As in most cases, workers reside at the Sites, hence there is no need for any travel. For Workers staying outside, (which are always nearby) special transportation facility will be arranged without any dependency on the public transport system.
5. During attendance, training and other sessions, social distancing guidelines will be followed along with provision of no-touch attendance.
6. Workers should not shake hands when greeting others and while working on the site.
7. Workers shall avoid contact with sick people and avoid going to site if they are feeling sick, have fever, cough or shortness of breath. In such case, supervisor should be informed immediately.
8. Workers with such symptoms should not come to site and should be placed in isolation and medical assistance will be provided on immediate basis.
9. Mandatorily wear face masks while working on site. While not wearing masks, worker shall cover his mouth and nose with tissues.
10. Cough/sneeze should be done in the crook of one's arm and your elbow.
11. Avoid large gatherings or meetings of 10 people or more. Stay at least 6 feet away from others on job sites and in gatherings, meetings, and training sessions.
12. Not more than 2/4 persons (depending on size) will be allowed to travel in lifts or hoists. Use of staircase for climbing should be encouraged.
13. Workers should clean hands frequently by washing them with soap and water for at least 20 seconds. When hand washing isn't possible, alcohol- based hand sanitizer with greater than 60% ethanol or 70% isopropanol should be used.
14. Workers should not share their belongings like food, water bottles, utensils, mobile phones etc. with others.
15. The utensils should be washed properly post use at designated place.
16. Post work, workers should change their clothes before leaving the site and clothing should not be shook out.
17. Avoid touching eyes, nose, or mouth with unwashed hands.

Guidelines for Material, Tools, Machinery, Vehicles etc.

1. Wipe down interiors and door handle of machines or construction vehicles, the handles of equipment and tools that are shared, with disinfectant prior to using.
2. Non-touch waste bin with disposable garbage bag should be installed for waste collection at all common access areas.
3. Proper disposal of garbage should be ensured.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

4. At all point of time, easy access to parking should be ensured since public transit is limited.
5. All construction material arriving at site should be left idle for 3 days before use to ensure safe usage.
6. All vehicles and machinery entering the premise should be disinfected by spray mandatorily.

Emergency protocol in case of detection of symptoms of COVID 19 to be observed by Project Manager of Contractor

1. Immediate shift worker to isolation room. Inform the Engineer-In-charge DDA or his Nodal officer.
2. Call for a doctor.
3. Keep worker under observation for a few days in isolation room. In case of doubt act per advice of local doctor.
4. Covid testing shall be arranges as per instruction of Doctor and if so advised by Doctor move worker to Hospital.
5. Prevent rumors and take strict action against those who spread it.

ANNEXURE-A

COVID-19 (Coronavirus) Exposure Questionnaire for New workmen

Name	Native (State, District/City, Village) :
Age:	
Gender:	

Please answer the following questions with as much detail as possible:

1. Location/Travel Declaration
2. a. Please provide your locations/travel patterns over the past 14 days in Table below:

COUNTRY	CITYA/ILLAGE	DATE ARRIVED/SINCE WHEN YOU HAVE BEEN IN THE LOCATION	DATE DEPARTED

3. Any cases of COVID-19 in your in the locations where you have been for last 14 days⁹

YES NO

4. Are you, or have you been in close contact with anyone who has been quarantined or who has been diagnosed with novel coronavirus (SARS-CoV-2/COVID-19)? If yes, please provide details.

YES NO

4. Have you ever been quarantined due to a possible exposure to novel coronavirus (SARS-CoV-2/COVID-19)? If yes, please provide dates and locations.

YES NO

5. Have you experienced any of the following symptoms within the last 14 days?

- Any fever
- Cough
- Shortness of breath
- Malaise (flu-like tiredness)
- Rhinorrhea (mucus discharge from the nose)
- Sore throat

A..... NIL.....

C.....NIL...

OW.....NIL.....

D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

- Gastro-intestinal symptoms such as nausea, vomiting and/or diarrhea If yes, to any of these, please indicate which and provide full information.

6. Are you currently in good health?

YES NO

Declaration

I confirm that the answers I have given are, to the best of my knowledge, true, and that I have not withheld any material information that may influence the assessment or acceptance of this application.

I agree that this form will constitute part of my application for insurance(s) and that failure to disclose any material fact known to me may invalidate my insurance(s).

Signature

Date

Time

Witness

ANNEXURE-B

PPE and other material requirement.

Sl. No.	List of Items (Personal Sanitization)	At Stores	At Office	At workmen camp
1	Hand Sanitizer (min. 60% alcohol)	1 bottle (500 ml) at all entrances and to be refilled on regular basis	1 bottle (500 ml) at all entrances and to be refilled on regular basis	2 bottle (500 ml) at all entrances and to be refilled on regular basis
2	Alcohol based Soap Solution	To be made available on demand	To be made available on demand	2 bottle (500 ml) at the front side of each camps visible & easy to access along with water availability for washing. Need to be refilled on regular basis
3	Soap (100gm)		1 No in each toilets and wash basins	1 No. to be distributed to each contractor workman once in a week.

Sl. No.	List of Personal Protective Equipment (PPEs)	Scope
1	Nose Mask & Paper Tissues	For all workmen (daily one for at least one month)
2	Face mask/Face shield/Goggles	For workmen involved in disinfection/sanitization activity (new one to be issued for each day activity) and COVID Marshal
3	Gloves (Nitrile)	For workmen involved in disinfection/sanitization activity (new one to be issued for each day activity)
4	Coverall/Gowns (Nitrile)	For COVID Marshals and workmen involved in disinfection/sanitization activity (new one to be issued for each day activity)

Note: Nothing extra shall be paid to the contractor for taking above measures at site

A..... NIL.....

C.....NIL...

OW.....NIL.....

D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

Standard Operating Procedure (SOP) to be followed for dealing with the felling/translocation of trees and seeking approval for Forest Clearance.

It is essential that all field staff and senior officials of the Engineering Department are well aware about the provisions, guidelines and procedure while applying/seeking permission for tree cutting/translocation from the Forest Department, GNCTD and for the use of Forest Land for Non-Forestry use from the Ministry of Environment & Forest and Climate Change and various directions of the Hon'ble Courts in this regard. They should be aware about the provisions of the "Delhi Preservation of Tree Act, 1994" and "The Forest Conservation Act, 1980" and various rulings of the Hon'ble Supreme Court and Hon'ble High Court. Accordingly, the work related to the Translocation/felling of trees and diversion of Forest Land should be carried out in a planned manner, only after taking all necessary statutory approvals/permissions and on final approval of the Hon'ble Courts.

Due to lack of awareness, some of the officials may sometime face serious consequences for the act of omission/commission in dealing with the issues of translocation and tree felling or use of forest land for non-forest use.

Accordingly, these guidelines are formulated to streamline the process of seeking permission of tree cutting/translocation from the forest department. The field staff are also directed to refer to prevailing policies/guidelines issued by the Department of Forest and other regulators while applying for the approval of forest clearance: -

The field staff is directed to follow provisions contained in Delhi Preservation 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 trees or not. The field staff is also directed to 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.

SOP for action to be taken by DDA officials before allowing felling/translocation of trees.

This SOP provides a structured approach to navigating the complex regulatory landscape governing tree management in Delhi, ensuring transparency, accountability, and environmental sustainability in all activities related to tree felling/cutting, and translocation.

Objective:

To ensure compliance with all statutory and legal provisions governing tree felling/cutting, and translocation activities in Delhi, while facilitating necessary development and maintenance works.

Scope:

This SOP applies to all officers and personnel involved in tree management within the jurisdiction of the Delhi Development Authority (DDA). The main points of this SOP are listed below: -

1. Any upcoming project 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 trees under the provisions of FCA. The submission of the case details under DPTA or FCA may be done by the respective Engineer-in-charge, with prior approval of

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

EM, DDA and in consultation of the Dy. Conservator of Forests (DCF), Forest Department, GNCTD. In all cases, final permission is issued by the Forest department, GNCTD.

2. All permissions and approvals required for felling of trees and taking up non-forestry work in forest area, non-forestland including filing of affidavits in the Hon'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.

3. 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.

4. It is to be ensured that the proposal of the development projects should be such that the translocation/felling of trees shall be minimum. All the alternative proposals should also be analysed and kept on record. The planning of any project should be done in such a way that felling /translocation of tree is minimized. Efforts should be made to save each single tree.

5. No tree should be felled/translocated in area identified for development projects by any field staff, unless formal and final permission is received from the Forest department. All instructions contained in the approval of Tree officers 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 officers of DDA.

6. In cases, diversion of Forest land for non-forestry purpose is 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 officers of DDA.

7. Efforts should be made to 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.

8. Consultants are to be briefed about making all efforts to avoid forest areas and felling/translocation of trees. The entire work of identifying the trees required to be felled/translocated should not be left to the Consultant only. The concerned Executive Engineer and Assistant Engineer should personally inspect the site and record the certificate of having inspected the site and counted the trees required to be felled/translocated. The concerned SE and CE should also inspect the site and record their observation. Necessary direction to be given to the Contractor for implementation of contract as per statutory provisions and same should be brought to the notice of the Chief engineer.

9. Provision should also be made in the Notice Inviting Tender regarding rules regulation and procedures regarding felling/translocation of trees for the full knowledge of contractor.

10. Specific clauses on formal approval by the contractor in writing from Engineer-in-Charge for working in Forest Area for felling/translocation of trees or in Morphological Ridge should be added in the Notice Inviting Tender and also in the agreement. The trees can be felled/translocated only after written permission of the Engineer-in- Charge to the Agency. 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.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

11. 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.

12. After the necessary approval is received from 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.

13. Every time such project is taken up, the CE concerned shall write to Forest Department seeking guidance for undertaking the activities of tree felling/translocation and use of Forest Land for non-forestry purpose.

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

**QUANTITIES OF MATERIALS FOR AREAS OF SURFACING TO BE CONSIDERED FOR
WORKING OUT MINIMUM PERIOD FOR WHICH HIRE CHARGES OF ROAD ROLLER
ARE 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 to 11.5 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 (b)For 2 nd 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.	600 sq.m 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	5 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.	750 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.	560 sq.m

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

	and hot cut back bitumen over a tack coat of hot bitumen.	
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...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

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

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

BLANK

DELHI DEVELOPMENT AUTHORITY 158

SCHEDULE OF QUANTITIES

Name of work : - M/o various scheme under Nazul A/C-II Rohini Zone.

Sub-Head :- Desilting of S.W. pipe drains, open surface drains, culvert, gully grating & chamber etc. under the jurisdiction of RMD-2.

Item No.	Description of Item	Qty.	Item	Rate (Rs.)	Amount (Rs)
1	Desilting/cleaning of drains by removal of silt, malba, manure or sludge etc. by manual means from open surface drains lift upto 1.5 m including getting out the silt and disposal of the same within a lead of 50 meter including removal of covers and placing back in position after cleaning and desilting of drain all complete as directed by Engineer-in-charge .	2773.29	cum	549.70	₹ 1,524,477.51
2	Disposal of manure/sludge by mechanical means including loading, transporting, unloading, levelling & dressing etc. for all lift and lead upto 1 Km as per the direction of Engineer-in-charge.	2041.14	cum	149.15	₹ 304,436.03
3	Desilting road side box drain/sump/culverts (As per inventory) by Super Sucker machine having the suction capacity of minimum 4000 cum/hrs. at 80% vacuum including safe disposal of silt within municipal limits in chasis mounted dump tanks having minimum capacity of 10 Cum. The operation should be video graphed with GPS enabled video camera for entire stretch of the drain cleaned of desilting upto bed level in each operation and keeping record and submission to Engineer -in-charge. The operation shall include : i)Supply of all materials, labour, T&P temporary power connection with stand by generator set of capacity at least 100 KVA. ii)Arrangements of Gas detector, forced air ventilators etc. wherever required iii)Removal of all hindrances/obstruction, unforeseen items, permission from other department (department will only assist in getting the permission etc.) cutting bituminous road, excavation/demolishing of brick work, cement concrete, RCC wherever required and restoring the same. The payment shall be deducted as per schedule mentioned in the contract for the portion of drain not desilted properly or not maintained properly as per recovery schedule mentioned in the contract. iv) Observing all norms/guidelines of National Green Tribunal or department of environment or other statutory body as per the law of land. v) The work includes the safe disposal of waste operation without any extra cost to department. obtained from the above desilting				
	a) Drain Size : 1.0 x 1.10 m	1000.00	metre	300.25	₹ 300,250.00
	b) Drain Size : 0.9 x 1.20 m	890.00	metre	315.25	₹ 280,572.50
	c) Drain Size : 1.15 x 1.20 m	1700.00	metre	345.30	₹ 587,010.00
4 (a)	Cleaning and desilting of gully grating, including removal of rubbish mixed with earth etc. and disposal of same, all as per the direction of Engineer-in-charge.	1100.00	each	108.30	₹ 119,130.00

A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

DELHI DEVELOPMENT AUTHORITY 159

4 (b)	Desilting of chambers (As per inventory) by Super Sucker machine having the suction capacity of minimum 4000 cum/hrs. at 80% vacuum including safe disposal of silt within municipal limits in chasis mounted dump tanks having minimum capacity of 10 Cum. The GPS enabled photographs of the chamber after cleaning for the drain chamber cleaned upto bed level shall be submitted to Engineer -in-charge. The operation shall include : i)Supply of all materials, labour, T&P temporary power connection with stand by generator set of capacity at least 100 KVA.ii)Arrangements of Gas detector, forced air ventilators etc. wherever required iii)Removal of all hindrances/obstruction, unforeseen items, permission from other department (department will only assist in getting the permission etc.) cutting bituminous road, excavation/demolishing of brick work, cement concrete, RCC wherever required and restoring the same. The payment shall be deducted as per schedule mentioned in the contract for the portion of drain not desilted properly or not maintained properly as per recovery schedule mentioned in the contract. iv) Observing all norms/guidelines of National Green Tribunal or department of environment or other statutory body as per the law of land.v) The work includes the safe disposal of waste operation without any extra cost to department. obtained from the above desilting	529.00	each	600.50	₹ 317,664.50
5	Cleaning of choked and partly filled S.W. pipe drain by diesel running vehicle mounting hydraulic operated high pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 liters suction capacity and 6000 liters water jetting tank capacity including skilled operator, supervising engineer etc. for de-choking, cleaning, flushing and complete desilting of S.W. pipe drain from gully chamber (from one end to another) by high pressure jetting system of 2200 PSI for S.W. pipe drain for all depth from				
	a) 150mm to 300mm dia.	10614.00	metre	203.35	₹ 2,158,356.90
	b) 400mm to 600mm dia.	2873.00	metre	330.45	₹ 949,382.85
	c) 700mm to 900mm dia.	1050.00	metre	406.75	₹ 427,087.50
	d) 1000mm to 1200mm dia.	150.00	metre	447.40	₹ 67,110.00
	e) 1300mm to 1500mm dia.	210.00	metre	427.05	₹ 89,680.50
Total =					Rs. 7,125,158.29
G.S.T. Correction factor @ 0.973 =					Rs. 6,932,779.02
Add cost index @ -0.09%					-Rs. 6,239.50
Total =					Rs. 6,926,539.52
Estimated Cost					Rs. 69,26,540.00

JE(T)/RMD-2

AE(P)/RMD-2

EE/RMD-2

AE(P)-II/RCC-1

EE(P)/RCC-1

SE/RCC-1

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

RELEVANT CIRCULAR



दिल्ली विकास प्राधिकरण/Delhi Development Authority
अभियंता सदस्य सचिवालय/Engineer Member Secretariat
विकास सदन, आई. एन. ए./ Vikas Sadan, INA
नई दिल्ली-110023/New Delhi-110023

No. EM1(10)2024/Circular/DDA/200
e-file no.- 79226

दिनांक: 02.02.2026

Circular- 03/2026

Subject: - Modification in the Para No. 5.2 for CPWD works manual,2024.

The Delhi Development Authority hereby adopts and implements, *mutatis mutandis*, the Office Order issued by the Central Public Works Department vide letter No. CSQ/CM/16(1)/2026 (e-file 9212995) dated 27.02.2026 (copy enclosed), regarding the provision of Performance Guarantee in work contracts.

Further, Circular No. 2/2025 issued by this office vide No. EM1(10)2025/Circular/DDA (e-file 79226)/676 dated 20.08.2025, pertaining to the provision of additional Performance Guarantee/Security in cases of abnormally low bids (ALBs), is hereby withdrawn with immediate effect.

This issues with the approval of the Vice Chairman, DDA.

Encl: - As above.


(ई. संजय कुमार खोरी)

मुख्य अभियंता (मुख्यालय और क्यू. ए. सी.)
दिल्ली विकास प्राधिकरण

Copy to:

1. OSD to VC/DDA for kind information of latter
2. PS to FM/DDA for kind information of latter
3. PS to EM/DDA for kind information of latter
4. CE(North, South, East, Dwarka, Rohini, Narela, Sports, Horticulture) for information and necessary action
5. Chief Account Officer/DDA for kind information
6. Guard file

मुख्य अभियंता (मुख्यालय और क्यू. ए. सी.)
दिल्ली विकास प्राधिकरण

केन्द्रीय लोक निर्माण विभाग कार्यालय झापन No. DG/Manual-2024/20 ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD Vidyal Bhawan, New Delhi Sub: Modification in Para 5.2 for CPWD Works Manual 2024. Dated: 27.02.2026 Following modification is made in Para no. 5.2 for CPWD Works Manual 2024:	
Existing Provision 5.2 Performance Guarantee Sl. No. 1 2. PG shall be 5% of the contract amount 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 sixty days beyond the date of completion of all contractual obligations as per GCC. In case of contracts where supplementary agreement is drawn, the fresh PG shall be obtained from the contractor @ 5% of the amount of the supplementary agreement or as prescribed from time to time. The PG received against the original work shall be released as per contract conditions. Sl. No. 3 4. No provision 5. No provision	Modified Provision 5.2 Performance Guarantee No Change 2. 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 six months beyond the date of completion of all contractual obligations as per GCC. In case of contracts where supplementary agreement is drawn, the fresh PG shall be obtained from the contractor @ 5% of the amount of the supplementary agreement or as prescribed from time to time. The PG received against the original work shall be released as per contract conditions. No Change 4. A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender. 5. 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 addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. If ECPT is A and quoted amount is 0.7A then the amount of APG shall be

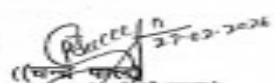
A..... NIL.....
C.....NIL...
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1

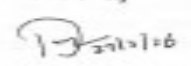
	0.8A – 0.7A). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.
--	---

This is issues with the approval of DG CPWD.


अधीक्षण अभियंता (सि.स.प.)
CHD/PJ, DE (C&M)

Issued from file No. CSQ/CM/16(1)/2026 e-file 9212995 (DFA/ 9365789)

कॉलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु। (कॉलोनिवि वेबसाईट के माध्यम से)


D.P. Jindal
EE (Contract)

A..... NIL.....
C.....NIL....
OW.....NIL.....
D.....NIL.....

AE(P)-II/RCC-1

EE(P)/RCC-1