



MUNICIPAL CORPORATION OF DELHI

(NOTE:- This document Need not be submitted physically with Tender Document. Only for reference and guidelines, but will form a part of Contract Document.)

General Rules & Directions

1 - All Work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in Newspapers as the case may be and on the following MCD eTendering Portals:

➤ <http://mcdetenders.com>

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 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 and on the following MCD eTendering Portals:

➤ <http://mcdetenders.com>

2 - In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3 - Receipts for the 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 (M.C.D.A – 34)

4 - Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. 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 condition of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelope.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.

Application for Percentage Rate Tender only (M.C.D A-33)

4A. In case of Percentage Rate Tenders, Tenderer shall fill up the usual Printed form, stating at what Percentage below/above(in figure as well in words) the total estimate cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. 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, will be liable to rejection. No Single tender shall include more than one work ,but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the work to which they refer ,written on the envelope.

5. The officer inviting tender or his duly authorised assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenderers in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not 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 contractors shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorised cashier.
8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue – rates, shall be filled and completed in the office to the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. The tenders shall sign a declaration under the Officials Secret Act, 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

Applicable for Item Rate Tender only (M.C.D. A-34)

10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written in figures or if words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

Applicable for Percentage Rate Tender only (M.C.D. A-33)

10A. Incase 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. However, if the

contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved to be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

11. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such as tender is liable to be disqualified and rejected.

Applicable for Item Rate Tender only (MCD A-34)

12. All rates shall be quoted on the tender forms. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. 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. 2.15 P' and in case of words, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

Applicable for Percentage Rate Tender only (MCD A-33)

12A. 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.2.15 P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.

13. The contractor whose tender is accepted, will be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 10% of the tendered value of the work subjected to a maximum of Rs. Five lakhs. The Security deposit will be collected by deduction from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in case at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in case or in the shape of Government Securities. Fixed Deposit Receipt and Guarantee Bonds of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
14. 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.
15. Sales Tax, purchase Tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and MCD will not entertain any claim whatsoever in respect of the same.
16. The contractor shall give a list of M.C.D. employees related to him.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or who may and has / have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18. 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. the tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

19. 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	Position of works in progress	Remarks
1	2	3	4	5

20. The contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be breach of the contract and the Superintending Engineer / Executive Engineer may in his discretion without prejudice to any other right or remedy available in law 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.

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 MCD 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 expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - I. The expression 'works' of 'work' shall, unless there be something either in the subject of context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - II. The 'Site' shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - III. The 'Contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - IV. The 'MCD' means the Municipal Corporation of Delhi and its successors.
 - V. The 'Engineers – 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 M.C.D. as mentioned in Schedule 'F' hereunder.
 - VI. 'MCD' shall mean the M.C.D.
 - VII. The term 'Municipal Engineer' includes the Chief Engineer and Superintending Engineer.
 - 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 of occupation by MCD of the part of the works in respect of which a certificate of completion has been issued or case solely due to MCD's faulty design of works
 - X. 'Market Rate' shall be the rate as decided by the Engineer – in – Charge on the basis of the cost of material 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.

- XI. 'Schedule(s)' referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the MCD mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- XII. 'Department' means MCD or any department of MCD which invites tenders on behalf of MCD as specified in Schedule 'F'
- XIII. 'Tendered value' means the value of the entire work as stipulated in the letter of award.

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 many be forming part of the tender papers. 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 labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule –A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognised 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

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference scale and any special condition 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) C.P.W.D. Specifications.
- (v) Indian Standard Specifications of B.I.S.

- 8.2 If there are varying of conflicting provision 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.
9. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of :-
- (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 M.C.D. Form 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) C.P.W.D. Safety Code.
 - (c) Model Rule for the protection of health, sanitary arrangements for workers employed by M.C.D. or its contractors.
 - (d) CPWD Contractor's Labour Regulations.
 - (e) List of acts and omissions for which fines can be imposed.

CLAUSES OF CONTRACT

CLAUSE 1

Recovery of Security Deposit

The person / persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit M.C.D. at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work subject to a maximum of Rs. 5,00,000/-. Such deductions will be made and held by M.C.D. by way of Security Deposit unless he / they has / have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts or Guarantee Bonds of any Schedule Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the MCD 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 M.C.D. 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 sufficient part of this security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by M.C.D. 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 Guarantee Bond in favour of the M.C.D. or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks (in case of guarantee offered by Schedule Banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India); 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 of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

Note 1:- Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

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

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 extended date of completion, he shall without prejudice to any other right or remedy available under the law to the MCD on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Superintending Engineer (Whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / week (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

- | | |
|--|----------------|
| (i) Completion period (as originally stipulated)
not exceeding 3 months | @ 1% per Day |
| (i) Completion period (as originally stipulated)
exceeding 3 months | @ 1% per Week. |

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group or items or work for which a separate period of completion is originally given.

The amount of compensation may be adjusted set – off against any sum payable to the Contractor under this or any other contract with the M.C.D.

CLAUSE 3

When Contract can be Determined.

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

- (i) If the contractor having been given by the Engineer – in – Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) 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 it circumstance 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.
- (iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer – in – Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer – in – Charge.
- (iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer – in – Charge
- (v) 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 7days after notice in writing is given to him in that behalf by the Engineer – in – Charge.
- (vi) If the contractor commits any acts mentioned in Clause 21 hereof:

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer – in – Charge on behalf of the M.C.D. shall have powers:

- (a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer – in – Charge shall be conclusive evidence). Upon such determination or rescission the full security deposit recoverable under

the contract shall be liable to be forfeited and shall be absolutely at the disposal for the M.C.D. if any portion of the Security Deposit has not been paid or received it would be called for and forfeited.

- (b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work debiting the contractor with the costs of the labour and the price the material (of the amount of which cost and price certified by the Engineer – in – Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub – 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 paid to the contractor.
- (c) 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 in which case any expense which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer – in – Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by M.C.D. under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. 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 paid to the contractor.

In the event of anyone of more of the above courses being adopted by Engineer – In – Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased procured any materials or entered into any engagements or made any advance 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.

Provided further that if any of the recoveries to be made, while taking action as per (b) and / or (c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the Department exceeds the security deposit so forfeited.

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 authorised 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 or account or the contractor and his risk in all respects and the certificate of the Engineer – in – Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay.

The time allowed for execution of the works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 15th day or such time period as mentioned in Letter of Award after the date on which the Engineer – in – Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

5.1 As soon as possible after the contract is concluded the Contractor shall submit a time and progress Chart and get it approved by the Department. 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, and further to ensure good progress during the execution of the work. The contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate program has been agreed upon) complete 1/8th of the whole of work before 1/4th of the whole time allowed in the contract has elapsed 3/8th of the work before one – half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed.

5.2 If the work(s) be delayed by: -

- i) Force majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Engineer – in Charge in executing work not forming part of the Contract, or
- vi) non – availability of stores, which was the responsibility of MCD to supply or
- vii) non – availability or break down of tools and Plant to be supplied or supplied by M.C.D. or
- viii) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer – in – Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be

reasonably required to the satisfaction of the Engineer – in – Charge to proceed with the works.

- 5.1 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.2 In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Engineer – in – Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer – in – Charge and this shall be binding on the contractor.

CLAUSE 6

Measurements of Work Done

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

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

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

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

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set for 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, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian standards and if for any item no such standard is available then a mutually agreed method shall be followed.

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

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

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

CLAUSE 7

Payment on Intermediate Certificate to be Regarded as Advances

No payment shall be made for work, estimated to cost Rs. Twenty thousand 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. Twenty thousand the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer – in – Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with the net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F' in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer – in – Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer – in – Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contract. Payment on account of amount admissible shall be made by the Engineer – in – Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer – in – Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the contractor to the Engineer – in – Charge of his Asstt. Engineer together with the account of the material is issued by the department, or dismantled materials, if any.

All such interim payments shall be regarded as payments 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 re – entered. 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 Engineer – in – Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in anyway 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 upto the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) upon lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurement thereof.

CLAUSE 8

Completion Certificate and Completion Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer – in – Charge and within thirty days of the receipt of such notice the Engineer – in – Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, 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 the Clause as to removal of scaffolding, surplus material 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 realised 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 8B

Completion Plans to be Submitted by the Contractor

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part –I Internal) 1972 and (Part – II External) 1974 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to ceiling of Rs. 15,000 (Rs. Fifteen thousand only) as may be fixed by the Superintending Engineer concerned and in his respect the decision of the Superintending Engineer shall be final and binding on the contractor.

CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate completion furnished by the Engineer – In – Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer – in – Charge, will, as far as possible be made within the period specified hereunder, the period being reckoned from the date of receipt of bill by the Engineer – in – Charge or his authorised Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.

- | | |
|------|--|
| (i) | If the Tendered value of work is upto Rs. 5lakhs
: 3 months |
| (ii) | If the Tendered value of work exceeds Rs. 5lakhs
: 6 months |

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 instead of direct to him provided the contractor furnishes to the Engineer – in – Charge (1) and authorisation in the form of legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the amount made out a being due to him by M.C.D. or his signature on the bill or other claim preferred against M.C.D. before settlement by the Engineer – in – Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis – a-vis the M.C.D.

CLAUSE 10

Material supplied by M.C.D.

Materials which M.C.D. will supply are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer – in – Charge.

As soon as the work is awarded, the contractor shall finalise the program for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings / or schedule or quantities of the work. The contractor shall give in writing his requirement to the Engineer – in – Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer – in – Charge, in accordance with the agreed phased program of work indicating monthly requirement of various materials. The contractor shall place his indent in writing for issue of such material at least 7days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being mad to the contractor, from any sum then due or which may therefore become due to the contractor under the contract

of otherwise or from the security deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) material – wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter / section – wise in the case of steel) and resulting variations and reasons therefore. Engineer – in – Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWD Code) all stores / materials so supplied to the contractor or procured with the assistance of the M.C.D. shall remain the absolute property of M.C.D. and the contractor shall be the trustee of the stores / materials, and the said stores / materials shall not be removed / disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer – in – Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specific by him as he shall require, but in case it is decided not to take back the stores / materials the contractor shall have no claim for compensation on any account of such stores / materials so supplied to him as aforesaid and no used by him or for any wastage in or damage to in such stores / materials.

On being required to return the stores / materials, the contractor shall hand over the stores / materials on being paid or credited such price as the Engineer – in – charge shall determine, having due regard to the condition of the stores / materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer – in – Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and / or for criminal breach of trust, be liable to M.C.D. for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that he contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non – supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the material and store supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer – in – Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such materials remaining unused and in perfectly good / original condition at the time of completion or determination of the contract shall be returned to the Engineer – in – Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

CLAUSE 10A

Material to be provided by the Contractor

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

The contractor shall, at his own expense and without delay, supply to Engineer – in – Charge samples of materials to be used on the work and shall get these approval 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 the 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 result 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 sample 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 take on account of and as a result of testing of materials.

The contract shall, at his risk and cost make all arrangements and shall provide all facilities as the Engineer – in – Charge may required 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 – Charges 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 authorised representative shall at all times have access to the works and to all workshops and place 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 may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

CLAUSE 10B

Secured Advance on Non – Perishable Materials

- (i) The contractor, on signing and 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 material 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 and 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 clause 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.

Mobilization Advance

- (ii) Mobilization advance not exceeding 5% of the estimated cost put to tender or 5% of tender value whichever is less may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee Bond from a Scheduled Nationalised Bank as specified by the Engineer – in – Charge for the full amount of such advance is released. Such advance shall be in a suitable number of installments to be determined by the Engineer – in – Charge in this behalf. The second and subsequent installments shall be released by the Engineer – in – Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer – in – Charge.

Mobilization advance shall be admissible only for works where estimated cost put to tender in rupees two crores & above.

Plant & Machinery Advance

- (iii) An advance for plant & machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the option of the Engineer – in – Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% per cent of the estimated cost put to tender or 5% of tender value whichever is less. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 90% of the price of such new plant and equipment paid by contractor for which the contractor shall produce evidence satisfactory to the Engineer – in – Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer – in – Charge. The contractor shall, if so required by the Engineer – in – Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income – Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant equipment of a value less than Rs. 50,000/- Seventy five per cent of such amount of advance shall be paid after plant & equipment is brought to site and balance twenty five per cent on successfully commissioning the same.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer – in – Charge to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the M.C.D. as specified by the Engineer – in – Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer – in – Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose steel scaffolding and form work shall be treated as plant and equipment.

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurers will be borne by the contractor.

Interest & Recovery

- (iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 18 per cent per annum and shall be calculated from the date of payment to the date of recovery, both day inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro – rata percentage basis to the gross value of the work billed beyond 10% in such a way

that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto the date of recovery of the installment.

- (v) If the circumstance are considered reasonable by the Engineer – in – Charge, the period mentioned (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer – in – Charge.
- (vi) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

CLAUSE 10C

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

If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Engineer – in – Charge's stores in accordance with Clause 10 thereof) and / or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase exceeds ten per cent of the price and / or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and / or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied, provided always that any increase so payable is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to any delay in the execution of the contract within the control of the contractor.

Provided, however, no reimbursement shall be made if the increase is not more than 10% of the said prices / wages, and if so, the reimbursement shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase has become operative after the contract or extended date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer – in – Charge's stores in accordance with Clause 10 thereof) and / or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax) and such decrease exceeds ten per cent of the prices and / or wages prevailing at the time of receipt of the tender for the work. M.C.D. shall in respect of material incorporated in the works (not being materials supplied from the Engineer – in – Charge's stores in accordance with Clause – 10 hereof) and / or labour engaged on the execution of the work after the date of coming into force of such law 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 times of the last stipulated date for receipt of tenders including extensions if any for the work minus ten per cent thereof and the prices of materials and / or wages of labour on the coming into force or such law, statutory rule or order.

The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the M.C.D. and further shall, at the request of the Engineer – in – Charge may require any documents so kept and such other information as the Engineer – in – Charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material 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.

CLAUSE 10CC

Payment due to Increase / Decrease in Prices / Wages after Receipt of Tender for Works (Time Period more than 18 months)

If the prices of materials (not being materials supplied or service rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and / or wages of labour required for execution of the work increase, the contractor shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of Clause 5 of the contract without any action under the clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18 months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tender including extension, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of work as per the bills, running or final, excluding any work for which payment is made at prevailing market rates. From this amount the value of materials supplied under Clause 10 of this contract or services rendered at fixed charges as per Clause 34 of this contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill the full value of such materials as assessed by the Engineer – in – Charge (and not the reduced amount for which secured advance has been paid) shall be added to the cost of work shown in the bill for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final.
- (iii) Components of materials, labour, P.O.L., etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'E'. The decision of the Engineer – in – Charge in working out such percentage shall be binding on the contractor.
- (iv) The compensation for escalation for materials and P.O.L. shall be worked out as per the formula given below : -

$$(a) \quad V_M = W \times \frac{X}{100MI_0} \times \frac{MI - MI_0}{MI_0}$$

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) above.

X : Component of materials expressed as per cent of the total value of work.

MI & MI_0 : All India whole sale – index for all commodities for the period under reckoning as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce,

for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any,

$$(b) V_F = W \times \frac{Z}{100} \times \frac{(FI - FI_0)}{FI_0}$$

V_F : Variation in cost of fuel, oil and lubricant, increase or decrease in rupees to be paid or recovered.

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

Z : Component of P.O.L. expressed as a per cent of total of work as indicated under the special conditions of contract.

FI & FI_0 : Average index number of wholesale price for group (fuel, power, light and lubricants) – as published weekly by the Economic Adviser to Government of India, Ministry of Industry for the period under reckoning and that valid on the last stipulated date of receipt of tender including extension if any.

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

- a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the months (excluding in which the 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 upto 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 failing 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.

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

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

LI_0 : 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.

- 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.
- (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 mail 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 material and / or P.O.L. 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 rates for an unskilled adult male mazdorr alone shall form the basis for working out the escalation compensation payable on the labour component.
- (viii) In the event of price of materials and / or wages of labour required for execution of the work decrease / s, these shall be a downward adjustment of the cost of work so that such price of materials and / or wages of labour shall be deducible from the cost of work under this contract and in this regard the formula hereinbefore stated under this Clause 10 (CC) shall mutatis mutandis apply, provided that:
- a) No such adjustment for the decrease in the price of materials and / or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is six months or less;
 - b) The Engineer – in – Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub – clause shall be implemented from time to time and the decision of the Engineer – in – Charge in this behalf shall be final and binding on the contractor.
- (ix) Provided always that the provision of the preceding clause 10C shall no be applicable for contracts where provisions of the clause are applicable but in cases where provisions of this clause are not applicable, the provisions of Clause 10C will be become applicable.

CLAUSE 10D

Dismantled Material M.C.D. Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a week, etc. as M.C.D.'s property and such materials shall be disposed of to the best advantage of M.C.D. according to the instruction 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 designs, 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 or Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall be 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 insofar 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, omission from, additions to, or substitutions for the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non – availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any 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 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.

12.1.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (I) above or such further additional time as may be considered reasonable by the Engineer – in – Charge.

12.1.2 Rates for such altered, additional or substituted work shall be determined by the Engineer – in – Charge as follows:

- (i) If the rate for altered ,additional or substituted item of work is specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule or quantities of the particular part in which the deviation is involved, failing that at the

lowest applicable rate for the same item of work in the other schedules of quantities.

- (ii) If the rate of any altered ,additional or substituted item of work is not specified in the schedule or quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule or quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particular parts of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule quantities.
- (iii) If the rate for altered, additional or substituted item of work cannot be determined in the manner specific in sub – paras (I) and (ii) above, then such item of works shall be carried out at the rate entered in Schedule of Rates mentioned in Schedule ‘F’ plus / minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.
- (iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub – para (I) to (iii) above, then the rate for such item for work shall be derived from the Schedule of Rates specified in Sub – para (iii) above plus / minus the percentage mentioned in that sub – para. In the case of materials issued by the MCD, issue rates of materials, with storage charge recovered, enhanced by two and a half per cent for profit and overheads shall be adopted in place of schedule rate plus percentage specified in sub – para (iii). Provided always that it rate(s) for part(s) of the item(s) are not available in the schedule of Rates specified above, rate for part(s) of such item(s) shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order plus ten per cent for profit and overhead.
- (v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub – paras (I) to (iv) above, the contractor shall, within 15days of the date of receipt of the order to carry out the said work, inform the Engineer – in – Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer – in – Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer – in – Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer – in – Charge on the basis of market rate(s).
- (vi) (A) Except in case of items relating to foundations as it exists at the time of commencement of work (see vi B Below), provisions contained in sub clauses (I) to (v) above shall not apply to contract, altered or substituted items as individually exceed the deviation limit specified in Schedule ‘F’ subject to the following : -
 - a) Deviation limit apply to individual items.
 - b) The value of additions of items, of any individual trade not already included in the contract, shall not exceed 10% of the Tendered value of work, subject to overall deviation limit as provided in vi (A).

Provided further that in case where the original item is substituted, the Substituted item shall be deemed to have replaced the original item in the contract itself to that extent and above provisions pertaining to the deviations shall apply with respect to such substituted item and not the original item.

(vi) (B) In case of items relating to foundations as it exists at the time of commencement of work, quantities of which may change due to site conditions, provisions contained in sub – Clause (I) to (v) above shall not apply to :

a) Value of any item of any individual trade which exceed by more than the percentage mentioned on schedule 'F' of the value of that trade, included in the contract, as a whole, unless the contractor and the Engineer –in – Charge agree to a higher percentage of any particular item.

b) The value of item not included in the contract in excess of 10% of the Tendered value of work.

Note: - Individual trade means the Sub – heads into which the schedule of quantities as provided in the contract has been divided and in the absence of any such provision in the contract the sub – heads as given in the schedule of rates.

12.2 In the case of contract items, substituted items, contract cum substituted items or additional items which exceed the limits laid down in sub para (vi) of condition 12.1.2. above, the contractor may within fifteen days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities or those derived in accordance with the provisions of sub para (I) to (iv) of conditions 12.1.2. by more than five percent, the Engineer – in – Charge shall, within three months of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and if the rates submitted by the contractor, determine the rates on the basis of the market rates and if the rates so determined exceed the rates specified in the schedule of quantities or those derived in accordance with the provisions of sub paras (I) to (iv) of condition 12.1.2. by more than five percent, the contractor shall be paid in accordance with the rates so determined. In the event of the contractor failing to claim revision of rates within the stipulated period, or if the rates determined by the Engineer – in – Charge within the period of three months of receipt of the claims supported by analysis are within five percent of the rates specified in the schedule of quantities or of those determined in accordance with the provisions of sub para (I) to (iv) of condition 12.1.2. the Engineer – in – Charge shall make payment at the rates as specified in the schedule of quantities or those already determined undersub para (I) to (iv) of condition 12.1.2. for the quantities in excess of the limits laid down in sub para (vi) of conditions 12.1.2.

12.3 The provisions of the proceeding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in sub para (vi) of condition 12.1.2. provided that such decrease is more than five per cent of rates specified in the schedule of quantities or of those derived in accordance with the provisions of sub para (I) to (iv) of condition 12.1.2. and the Engineer – in – Charge may after giving notice to the contractor within two months of receipt of order by the contractor or occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice revise the rates for the work in question within two months or expiry of the said period of fifteen days having regard to the market rates.

- 12.4 The contractor shall send to the Engineer – in – Charge once every three months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorise consideration of such claims on merits.
- 12.5 For the purpose of operation of Clause 12.1.2. (vi) the following works shall be treated as works relating to foundation:
- 12.5.1 For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
 - 12.5.2 For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
 - 12.5.3 For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
 - 12.5.4 For Roads all items of excavation and filling including treatment of sub – base.
- 12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while 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 schedule or rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

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

If at any time after acceptance of the tender MCD shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Engineer – in – Charge shall give notice in writing to that effect to the contractor 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 utilised 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) MCD 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, MCD 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 MCD 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 material whilst in the custody of the contractor.

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

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

The reasonable amount of items on (I), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e., total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the MCD as per item (ii) above. Provided always that against any payments due to the contractor on this account of otherwise, the Engineer – in – Charge shall be entitled to recover or be credited with any outstanding balance 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 department from the contractor under the terms of the contract.

CLAUSE 14

Cancellation of contract in full or part

If contractor:

- (i) At any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7days from the Engineer – in – Charge; or
- (ii) Commits default to complying with any of the terms and conditions of the contract and does not remedy if or take effective steps to remedy it within 7days after a notice in writing is given to him in that behalf by the Engineer – in – Charge; or
- (iii) Fails to complete the works of items of work with individual dated of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer – in – Charge; or
- (iv) Shall offer or give or agree to give to any person in MCD 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; or

- (v) Shall enter into a contract with MCD 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 Accepting Authority / Engineer – in – Charge; or
- (vi) shall obtain a contract with MCD as a result of wrong tendering or other non-bonafide method of competitive tendering; or
- (vii) Being an individual, or if a firm, any partner thereof shall at anytime 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 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; or
- (viii) Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstance shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- (ix) Shall suffer and execution being levied on his goods and allow it to be continued for a period of 21 days; or
- (x) Assigns, 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 Accepting Authority;

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to MCD, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

The Engineer – in – Charge shall on such cancellation by the Accepting Authority have powers to:

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

On cancellation of the contract in full or in part, the Engineer – in – Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works, or in case the works or part of the works in not to be completed, the loss or damage suffered by M.C.D. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred to be incurred by M.C.D. in completing the works or part of the works or the excess loss or damage suffered or may be suffered by M.C.D. as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to M.C.D. in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30days, the Engineer – in – Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary building, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to M.C.D. and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by M.C.D. of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

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 of any part thereof for such time and in such manner as the Engineer – in – Charge may consider necessary so as not to cause and damage or injury to the work already done or endanger the safety thereof for any to 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
 - b) If the total period of all such suspensions in respect of an item of 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 ideal 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 30days.
- (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 form receipt by the Engineer – in – Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the work as an omission of such part by M.C.D. or where it effects whole of the woks, as an abandonment of the works by M.C.D. 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 M.C.D., 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 ideal in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer – in – Charge within 30 days of the expiry of the period of 3 months.

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

CLAUSE 16

Action in case Work not done as per Specifications

All works under or in course of execution or execution in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer – in – Charge, his authorised subordinates in charge of the work and all the superior officers, officers of the Quality Control Organisation of the Department and 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 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 authorised subordinates in charge of the work or to the Superintendent Engineer – in – Charge of Quality Control or his subordinate officers 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 six months 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 competent authority 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 incident items rectified, or remove 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 maintenance period.

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, 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 six months (3 months in the case of any work other than road work costing Rs. 1,00,000/- and below) 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 except for the portion pertaining to asphaltic work which is governed by sub – para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor except the portion pertaining to asphaltic work which is governed by sub – para (iii) of clause 35 shall not be refunded before the expiry of six months (three months in the case of any work other than road work costing Rs. 1,00,000/- and below) 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 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 three months and the remaining half after six months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

CLAUSE 18

Contractor to supply Tools & Plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer – in – Charge's stores), plant, tools, appliances, implements, 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 specification 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 therefor 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, weighting and assisting the measurement for examination at anytime and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer – in – Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or a sufficient portions thereof.

CLAUSE 18A

Recovery of Compensation paid to Workman

In every case in which by virtue of the provisions Sub – section (1) of Section 12, of the Workmen's Compensation Act, 1923, M.C.D. is obliged to pay compensation to a workman employed by the contractor, in execution of the works, M.C.D. will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the M.C.D. under Sub – section (2) of Section 12, of the said Act, M.C.D. 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 M.C.D. to the contractor whether under this contract or otherwise. M.C.D. shall not be bound to contest any claim made against it under Sub – section (1) Section,

12, of the Act, except on the written request of the contractor and upon his giving to M.C.D. full security for all costs for which M.C.D. might become liable in consequence of contesting such claim.

CLAUSE 18B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, M.C.D. is obliged to pay any amounts of wages to 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 M.C.D. Contractor's Labour Regulations, or under the Rules framed by M.C.D. from time to time for the protection of health and sanitary arrangements for workers employed by M.C.D. Contractors, M.C.D. 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 M.C.D. under Sub – section (2) of Section 20, and Sub – section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, M.C.D. shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit it or from any sum due by M.C.D. to the contractor whether under this contract or otherwise M.C.D. 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 M.C.D. full security for all costs for which M.C.D. might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Contractor

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non – execution of the work.

CLAUSE 19A

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

CLAUSE 19B

Payment of Wages

Payment of Wages:

- (i) The contractor shall pay to labour employed by him either directly or through sub – contractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulations and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub – contractors in connection with the said work, as if the labour had been immediately employed by him.

- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publications of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The Engineer – in – Charge concerned shall have the right to deduct from the money 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 contract or is bound to allow to the labours directly or indirectly employed in the works one day rest for 6days 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 no account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer – in – Charge concerned.
- In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No. F. 12(162) MWO / DAB / 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- (vi) The contractor shall indemnify and keep indemnified MCD against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub – contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

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

CLAUSE 19D

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

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

Failing which the contract or shall be liable to pay to MCD a sum not exceeding Rs. 200/- 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 19E

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

CLAUSE 19F

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

1. Leave:

- (i) In the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.
- (ii) In the case of miscarriage – up to 3 weeks from the date of miscarriage.

2. Pay:

- (i) In the case of deliver – leave pay during maternity leave will be at the rate of the women's average daily earning, 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.

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

CLAUSE 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling 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 MCD a sum not exceeding Rs. 200/- for every default, breach or furnishing, making submitting, filling 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 per cent 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 C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contractor 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 herein before mentioned at the cost of contractor(s). The contractor(s) shall erect, make and maintain at his / their own expense and to approved standard all necessary huts and sanitary arrangements required for his / their work – people on this site in connection within the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer – in – Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and / or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer – in – Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

The contractor(s) shall at his / their own cost provide his / their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specification on a suitable plot of land to be approved by the Engineer – in – Charge.

- 1) (a) The minimum height of each hut at the caves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7sq.m. (30sq.ft.) for each member of the worker's family staying with the labourer.
- (b) The contractor(s) shall in addition construct suitable cooking places having minimum area of 1.80m x 1.50m (6' x 5') adjacent to the hut for each family.

- (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each on hundred of the total strength, separate latrines and urinals being provided for women.
 - (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp, these bathing and washing places shall be suitably screened.
- 2) (a) All the huts shall have walls of sun – dried or burnt – bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer – in – Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides, the floor may be kutcha but plastered with mud gobi and shall be at least 15cm (6”) above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer – in – Charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water – tight.
- (b) The contractor(s) shall provide each hut with proper ventilation.
 - (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - (d) There shall be kept an open space of at least 7.2m (8yards) between the rows of huts which may be reduced to 6m (20ft.) according to the availability of site with the approval of the Engineer – in – Charge, Back to Back construction will be allowed.
- 3) *Water Supply:* - The contractor(s) shall provided adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or givers, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his / their own cost make arrangements for laying pipe lines for water supply to his / their labour camp from the existing mains wherever available, and shall pay all fees and charges therefor.
- 4) The site selected for the camp shall be high ground, removed from jungle.
- 5) *Disposal of Excreta:* - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee / Authority and inform it about the number of labourers employed so that arrangements may be made by such Committee / Authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality / Authority. The contract shall provide one sweeper for every eight seats in case of dry system.
- 6) *Drainage:* - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- 7) The contractor(s) shall make necessary arrangement for keeping the camp area sufficiently lighted to avoid accidents to the workers.

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

CLAUSE 19I

The Engineer – in – Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 19J

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

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

CLAUSE 20

Minimum Wages Act to be Complied with

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970 amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force 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 attempts 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 M.C.D. in any way relating to his office or employment, or if any such office or person shall become in any way directly or indirectly interested in the contract, the Engineer – in – Charge on behalf of the M.C.D. Shall have power to adopt any of the course specified in Clause 3 hereof as he may deem best suited to the interest of M.C.D. and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

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 M.C.D. 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 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 Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreements 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

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

CLAUSE 25

Settlement of Disputes & Arbitration

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

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, records or decision given in writing by the Engineer – in – Charge on any matter in connections with or arising out of the contract of carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of the contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Commissioner M.C.D. for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration to a sole arbitrator appointed by the Commissioner M.C.D. if the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.

It is also a term of this contract that no person other than a person appointed by such Commissioner M.C.D. as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitrator at all.

It is also term of this contract that if the contractor does not make any demand for appointment or arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer – in – Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the M.C.D. shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitrator shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re – enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicated on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.

It is also a term of contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

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

CLAUSE 26

Contractor to indemnify M.C.D. against Patent Rights

The contractor shall fully indemnify and keep indemnified the M.C.D. 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 M.C.D. in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom provided that the contractor shall not be liable to indemnify the M.C.D. if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer – in – Charge in this behalf.

CLAUSE 27

Lump sum Provisions in Tender

When the estimate on which a tender is made includes lump sum in respect of parts of the work. The contractor shall be entitled to payment in respect of the items or 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 is no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications, if not available then as per Local Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer – in – Charge.

CLAUSE 29

With holding and lien in respect of sums due from contractor

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer – in – Charge or the MCD 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 of the MCD 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 finalisation or adjudications 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 of the MCD shall be entitled to withhold and have alien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer – in – Charge of the MCD or any contracting person through the Engineer – in – Charge pending finalisation or adjudication or 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 will be kept withheld or retained as such by the Engineer – in – Charge of MCD till the claim arising out the of or under the contract is determined by the arbitrator (if the contract is governed by the arbitrations 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 MCD 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) MCD shall have the right to cause and audit and technical examination of the woks 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 MCD to recover the same from his 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 MCD to the contractor, without any interest thereon whatsoever.

Provided that the MCD 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 29A

Lien in respect of claims in other contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer – in – Charge or the MCD or any other contracting person or person through Engineer – in – Charge against any claim of the Engineer – in – Charge of MCD 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 MCD 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 MCD will be kept withheld or retained as such by the Engineer – in – Charge of the MCD 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 damage 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 – Deleted

CLAUSE 31

Unfiltered water supply

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

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

CLAUSE 31A

Department water supply, if available

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

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

CLUASE 32

Alternate water arrangements

- (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pumps constructed by the MCD no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from the contractor on this account and his decision shall be binding on the contractor.
- (ii) The contractor shall be allowed to construct temporary wells in MCD land for taking water for construction purposes only after he has got permission of the Engineer – in – Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of this well and shall restore the ground to its original condition after the wells are dismantled on completion of work.

CLUASE 33

Return of surplus materials

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

CLUASE 34

Hire of Plant & Machinery

- (i) 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 except for the Plant & Machinery listed in Schedule ‘C’ and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the MCD over and above the T&P stipulated for issue, the MCD will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer – in – Charge. In such a case all the conditions thereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.
- (ii) Plant and Machinery when supplied on hire charges shown in Schedule ‘C’ shall be made over and taken back at the departmental equipment yard / shed shown in Schedule ‘C’ and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work it was issued. The Divisional Engineer shall

be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.

(iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any clause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer – in – Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer – in – Charge shall record the date and time or receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final and binding on the contractor.

(v) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.

(vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approval type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.

(vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer – in – Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charge. (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.

(viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and / or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing wash out irrespective of the period employed in servicing.

(ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer – in – Charge the work or a portion of work for which the same was issued is completed.

(x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and / or fails to sign the Log Book the decision of the Engineer – in – Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be

made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).

- (xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion:
 - (a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller – day shall also be same as in Annexure to Clause 34(x). for less use of rollers recovery for the less roller – day shall be made at the stipulated issue rate.
- (xii) The contractor shall be responsible to return the plant and machinery in the condition in which was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extend in this regard and his decision shall be final and binding on the contractor.
- (xiii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer – in – Charge to suspend execution of the work, provided MCD plant and machinery in question have, in fact remained idle with the contractor because of the suspension.
- (xiv) In the event of the contractor not requiring any item of plant and machinery issued by MCD through not stipulated for issue in Schedule ‘C’ any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer – in – Charge to use the said plant and machinery during the said period of two days as he like including hiring out to a third party.

CLUASE 35

Condition relating to use of asphaltic materials

- (i) The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.
- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer – in – Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer – in – Charge shall be made and the material return to the contactors. Although the materials are hypothecated to MCD the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer – in – Charge in writing.
- (iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLUASE 36

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 as 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, intimated in writing to the Engineer – in – Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the experience shall not be lower than specified in Schedule ‘F’. The Engineer – in – Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative 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 according to the provisions of the clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer – in – Charge and shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm / company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and / or the contractor shall on receiving reasonable notice from the Engineer – in – Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer – in – Charge and / or at the site of work, as required, to take instructions. Instructions given to the principal technical representative of the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and / or the contractor or his responsible authorised agent shall be actually available at site at least two working days every week, these days shall be determined in consultation with the Engineer – in – Charge as well as fully during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer – in Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer – in – Charge or his designated representative in the site order book and shall affix his signature in token of notice down the instructions and in token of acceptance of measurement. There shall be no objection if the representative / agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer – in – Charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.

If the Engineer – in – Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery 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 in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present 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 a suitable agent is 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 / responsible agent along with every on account bill / fixed bill and shall produce evidence if 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 files and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semi – skilled 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.

CLUASE 37

Levy / Taxes payable by contractor

- (i) Sales tax or any other tax on materials in respect of this contract shall be payable by the contractor and MCD shall not entertain any claim whatsoever in this respect.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar etc. from local authorities.
- (iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the MCD and does not any time become payable by the contractor to the MCD 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 MCD and it will have the right and be entitled to recover the amount paid in the circumstance as aforesaid from dues of the contractor.

CLUASE 38

Concessions for reimbursement of Levy / Taxes if levied after receipt of tenders

- (i) All tendered rates shall be inclusive of all taxes and levies payable under respective status. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, 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 contractor) attributable to delay in execution of work within the control of the contractor.
- (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 authorised representative of the MCD and / or the Engineer – in – Charge and further shall furnish such other information / documents 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, pursuant to the Constitution (Forty Sixth Amendment) 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.

CLUASE 39

Termination of contract on death of contractor

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Divisional Officer on behalf of the MCD shall have the option of terminating the contract without compensation of the contractor.

CLUASE 40

If relation working in MCD then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the MCD circle (responsible for execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Category A and B Officer in the MCD. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

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

CLUASE 41

No Gazetted Engineer to work as Contractor within two years of retirement

No engineer of Assistant Engineer rank or other officer equivalent to Assistant Engineer Rank employed in engineering or administrative duties in an Engineering Department of the MCD shall work as a contractor or employee of a contractor for a period of two years after his retirement from Government service without the previous permission of the department 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 the department as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLUASE 42

Return of material and recovery for excess material issued

(i) After completion of the work and also at any intermediate stage in the event of non – reconciliation of materials issued, consumed and in balance (see Clause 10), theoretical quantity of materials issued by the MCD for use 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 authorised by Engineer – in – Charge,

including authorised lap pages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.

- (c) Theoretical quantity of G.I & C.I. or other pipes, conduits, wires and cables, pig lead and G.I. / M.S. Sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I. / M.S. sheets it shall be 10%) such determination & Comparison being made diameterwise & category wise.
- (d) For any other materials as per actual requirements.

(ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in the Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer – in – Charge within fifteen days of the issue of written notice by the Engineer – in – Charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer – in – Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the Standard schedule of rates and recovery at rates specified in Schedule 'F' shall be final & binding on the contractor.

For non – scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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

CLUASE 43

Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer – in – Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer – in – Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damage work and shall be paid at the contract rates in accordance with the provision of this agreement of the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer – in – Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer up to Rs. 5,000/- and by the Superintending Engineer concerned for a higher amount. The contractor shall be paid for the damage / destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer – in – Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequences of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raids as are deemed necessary by the A.R.P Officers or the Engineer-in-Charge,(b)for any material etc. not on the site of the work or for any tools ,Plant , machinery,scaffolding,temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

CLAUSES 44

Apprentices Act provisions to be completed 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 failures will be a breach of 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 45

Release of security deposit after labour clearance

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

CLAUSE 46

Conditions of eTendering

NITs for tenders released through eTendering can be viewed at the office of the Engineer-in-Charge during office hours and on the homepage of the following sites (on the internet) on a 24x7 basis:

- <http://engineering.mcdetenders.com>
- <http://mcdetenders.com>

Contractor Registration

It is mandatory for contractors to register on the eTendering portal and their registration(s) to be approved before they download the tender document from the following eTendering portal:

- <http://mcdetenders.com>

The registration will have to be accompanied by appropriate registration fees (computed as per the Registration Fee Payment Formula). The document fees may vary based on the following:

- Incorporation Type
- Registration Category

The payment modes for Registration fees are as follows:

- Demand Draft
- Banker's Cheque -*call receipt of a Scheduled Bank in Favour of Commissioner MCD*

It may be mandatory that certain documents be attached (digital scanned copies of originals) as part of the registration procedure. Approval of registrations may be subject to realisation of registration fees and

verification of original paper documents the scans of which were attached and the facts furnished at the time of registration on the portal.

Registered contractors can participate in open tenders only and in limited tenders by invitation. NITs can be viewed without registering on the portal.

Empanelment & Restricted Tenders

Contractors with approved registration can empanel on one or more of the following child portals of the main MCD eTendering portal. Empanelment is mandatory to participate in restricted tenders pertaining to departments corresponding to each child portal:

- Engineering
- Health

Note: Empanelment is not common to any of the above mentioned portals therefore has to be carried out independently on each of the sites as per the requirement.

Empanelment has to be done at appropriate contractor class and it may be mandatory to attach certain documents (digital scanned copies of originals). Empanelment is free of cost. Only after the empanelment request is approved after necessary verification of facts and documents in originals can the contractor participate in restricted tenders restricted at a class equal or lower than the contractor's class of empanelment.

Purchase and Download Tender Document

It is mandatory to purchase the tender document before downloading it from the site. The following are the payment modes:

- Demand Draft
- Banker's Cheque - *call receipt of a Scheduled Bank in Favour of Commissioner MCD.*

Tender Document Download

The following are the modes of downloading the tender document from the site when the sequence 'Purchase and Download Tender Document' is active:

- A) Online - Contractor has to use his own login.
- B) Manual - Assisted Download from the eTendering site.

Note: Tender documents should be downloaded only from the MCD eTendering site.

Tender document downloaded from any login different from the login (obtained at the time of registration) of the company submitting the bid or any other source (viz., photocopy of an original, print out a file downloaded from a different company's login) is invalid.

Bid Preparation and Hash Submission

The following modes of submission are permitted for this tender:

A) Manual: Contractors opting to submit the bids manually have to do so as per the tender schedule before expiry of the sequence 'Bid Preparation and Hash Submission'. Manual bids have to be contained in a sealed envelope marked with the Company ID (obtained at the time of registration on the eTendering portal) and the Company Name. The envelope will be opened and the contents scrutinised, entered and evaluated at the time of the sequence 'Evaluation of Financial Bid'.

B) Online: Contractors submitting bids online have to submit hashes each document (soft copy) attached and summarily for each envelope. The envelope hash has to be signed digitally using their personal Digital Certificate (which can be purchased from the service provided for a prescribed fee) before expiry of the sequence 'Bid Preparation and Hash Submission'. Bids of only those contractors successfully completing this sequence will be eligible for the sequence 'Re-encryption of Online Bids'.

Re-encryption of Online Bids

Contractors who have submitted hashes online have to submit their bids (and upload the documents attached at the time of the sequence 'Bid Preparation and Hash Submission') online when the sequence 'Re-encryption of Online Bids' is active as per the tender schedule. Bids of contractors who have failed in reencrypting their online bids will be summarily rejected and will not be available during the sequence 'Opening of Financial Bid'.

Opening of Financial Bid

All manual bids received during the sequence 'Bid Preparation and Hash Submission' will be opened after the opening of the online bids successfully reencrypted during the sequence 'Re-encryption of Online Bids'. Both these will be done before the expiry of the sequence 'Opening of Financial Bid'.

Evaluation of Financial Bid

All manual bids will be entered into the eTendering system in the presence of the owner of the bid during this sequence. All the bids (both submitted manually and online) will be evaluated and qualified bids will be short listed during this sequence.

Note: In the case of the online bids originals (scans of which are attached to the online bid) may be called for, for scrutiny during the evaluation process.

MCD 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 period work as can be done safely from ladders. When a ladder is used as 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 $\frac{1}{4}$ to 1($\frac{1}{4}$ horizontal and 1 vertical)
2. Scaffolding of staging more than 3.6m(12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall a guard rail properly attached or bolted, braced and otherwise secured at least 90cm.(3 ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of the 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 gangways or the stairway is more than 3.6m(12 ft) above ground level or floor level, they should be closed boarded, should have adequate width and should be suitably fastened as described in(2) above.
4. Every opening in the floor or in a working platform shall be provided with suitable means to prevent the fall of person or material by providing suitable means to prevent the fall of person or material by providing suitable fencing or railing whose minimum height shall be 90cm.(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 29cm.(11-1/2'') for ladder upto and including 3m.(10 ft) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No material 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 defence 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 precaution and to pay any damage and cost which may be awarded in any such suit ,action of proceedings to nay such person or which may ,with the consent of contractor ,to paid to compensate any claim by any such person.
6. *Excavation and Trenching:-*All Trenches 1.2.m (4ft) or more in depth ,shall at all times be supplied with atleast one ladder for each 30m.(100ft) in length or fraction thereof Ladder shall extend from bottom of the trench to atleast 90cm .(3ft) above the surface of the ground. The side of trenches which are 1.5m(5 ft) 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 material shall not be placed within 1.5 m(5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining of undertaking shall be done.
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 person employed from risks of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or material 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 in variably be provided

(i) Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

(ii) Those engaged in white washing and mixing or staking of cement bags or any material which is injurious to the eyes shall be provided with welder's protective goggles.

(iii) Those engaged in welding works shall be provided goggles with welders protective eye shield.

(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 manholes covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and 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 to 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, should test presence to Toxic gases.
- (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 Kits.
- (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 of suitable means to avoid mishaps of any kind. Proper warning signs should be displaced for 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 line should be immediately removed to avoid accidents on account of slippery nature of the malba.
- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - (k) Air blowers should be used for flow of fresh air through manholes. Whenever called for portable air blowers are recommended for ventilated the manholes. The Motors for these shall be vapors proof and of totally enclosed type. on-sparking gas engine 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 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 extent 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 regards in an individual case will be final.
- (vi) The Contractor shall not employed men and women below the age of 18 years on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:-
- (a) No paint containing lead or lead products shall be used except in form of paste or ready-made paint.
 - (b) Suitable facemasks should be supplied for use the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - (c) The contractors to the workmen shall supply overalls and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. An Additional clause (viii)(i) of MCD Safety Code (iv) the contractor shall not employ women and men below the age of 18 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 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) Measure shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - (iii) Measure 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 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 men appointed by competent authority of MCD.
 - (viii) M.C.D 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 to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachment, anchorage and support shall conform to the following standards or conditions: -
- (i)
 - (a) There shall be of goods mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working.
 - (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 winch or give signals to operator.
 - (iii) In case of every hosting 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 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 Electrical Engineer-in-Charge shall notify the safe working load. As regards contractor's machines the contractors shall notify the safe working load machines 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 accidents 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 workers should not be 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 conditions 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 notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

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

1. Application

These rules shall apply to all building and construction works in charge of MCD 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 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 works 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 background and shall contain the following equipments
 - (a) For work places in which the number of contract labour employed does not exceed 50.

Each first aid box shall contain the following equipment: -

- 1. 6 small sterilized dressing.
- 2. 3 medium size sterilized dressing.
- 3. 3 large size sterilized dressing.
- 4. 3 large sterilized burn dressing.
- 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 of scissors
- 10. 1 copy of the first aid leaflet issued by Director General, Factory Advise Service and Labour Institutes, Govt. 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 place in which the number of contract labours exceed 50.

Each first aid box shall contain the following equipment: -

1. 12 small sterilized dressing.
2. 6 medium size sterilized dressing.
3. 6 large size sterilized dressing.
4. 6 large sterilized burn dressing.
5. 6 (15 gm) packets sterilized cotton wool.
6. 1 (60 ml) bottle containing a two percent alcoholic solution of iodine.
7. 1 (60ml) bottle containing salvolatile having the dose and mode of administrator indicated on the label.
8. 1 roll of adhesive plaster
9. 1 snakebite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair of scissors.
12. 1 copy of the first aid leaflet issued by Director General, Factory Advise Service and Labour Institutes, Govt. of India.
13. 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
14. Ointment for burns
15. A bottle of suitable surgical antiseptic solution.

- (iii) Adequate arrangement 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 readily available during the working hour of the work place.
- (vi) A person in charge of First aid box shall be a person trained in First aid treatment, in the work place where the number of contract labour employed is 150 or more.
- (vii) In work place where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hour when the workers are at work.
- (viii) Where work place 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 intermittent public water, each place shall be provided with storage where such drinking water shall be stored.

- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution., the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. **Washing Facilities**

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

6. **Latrines and Urinals**

- (i) Latrines shall be provided in every work place on the following scale, namely-
 - (a) Where female are employed there shall be at least one latrine for every 25 female.
 - (b) Where male are employed, there shall be at least one latrine for every 25 male.

Provided that where the number of males or females exceed 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastening.
- (iii) Construction of Latrine: The inside walls shall be constructed of masonry or some suitable heat-resisting non –absorbent 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 sex 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 Female Only” as the case may be.
- (b) The notice shall also bear the figure of a man or of a woman ,as the case may be.
- (v) There shall be at least one urinal for male workers up to 50 and one for female workers up to 50 employed at a time, provided that where the number of male or female workmen ,as the case may be exceed 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereof.
- (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 requirement of the Public Health Authorities.

- (vii) Water shall be provided by means of tap or otherwise so as to conveniently accessible in or near the latrines and urinals.
- (viii) *Disposal of excreta:* - Unless otherwise arranged for the local sanitary authority, arrangement for proper disposal of excreta by incineration at the work place shall be made by means of suitable incineration. 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)
- (viii) The Contractor shall at his own expense, carry out all instruction 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 shed, 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 sq.m. (6 s.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 room of reasonable dimension for the use of their children under the age of six years. One room shall be used as a playroom for the children and other as their bedroom. The room shall be constructed with specifications as per Clause 19H (ii) a,b & c.
- (ii) The room shall be provided with suitable opening for light and ventiation. There shall be adequate provision of sweepers to keep the place clean.
- (iii) The Contractor shall supply adequate no of toys and games in the play room and sufficient no. of cots and bedding in the bedroom.
- (iv) The Contractor shall provide one ayaa to look after the children in the creche when the no. of women workers does not exceed 50 and two when the no. of women workers exceed 50.
- (v) The use of rooms earmarked as creche shall be restricted to children ,their attendants and mother 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 contractor shall maintain the canteen in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom,pantry and washing place separately for workers and utensils
- (iv) The canteen shall be sufficiently lighted at all times when any to person has to 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 each year.

Provided that the inside wall of the kitchen shall be lime-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 arrangement 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 s. ft) per dinner to be accommodated as prescribed in sub-Rule 9.
- (xi)
 - (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
 - (b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables, stools ,chairs 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 employee serving in the Canteen shall be provided and maintained.
 - 2. A service counter, if provided, shall have top of smooth and impervious materials.
 - 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

- (xiv) The foodstuffs 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 stuff, beverages and any other items served in the canteen shall be based on 'No profit, No Loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuff, and other article served on 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 equipment 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 equipment provided for the canteen.
- (xiv) The accounts pertaining to the canteen shall be audited once every 12 months by registering 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 contract.

12. **Amendments**

MCD 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.

M.C.D CONTRACTOR'S LABOUR REGULATION

1. Short Title

These regulations may be called the M.C.D (DA) Contractors Labour Regulation.

2. Definitions

- (i) Workmen means any person employed by M.C.D or its contractor directly or indirectly through a sub-contractor with or without the knowledge of the M.C.D to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-
 - (a) Who is employed mainly in a managerial or administrative capacity; or
 - (b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature; or
 - (c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises ,not being premises under the control and management of the principal employer.

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

- (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) Contractor shall include every person who undertake to produce a given result other than a mere supply of goods or article 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 Provision of Wages Act.

- ### **3.**
- (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
 - (ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hour in any week he shall be paid overtime for the extra hour 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 provision of the Minimum Wages(Central)Rules ,1960 as amended from time to time irrespective of whether such workers is governed by the Minimum Wages Act or not.

(b) Where the minimum wages prescribed by the M.C.D 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 workers for the work performed on the normal weekly holiday at overtime rate.

4. Display of Notice Regarding Wages etc

The Contractor shall before he commences his work on contract, display and correctly maintain in a clear and legible condition in conspicuous places on the work ,notices in English and in the local language 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 wages are earned ,wages period , dates of payments of wages and other relevant information ad per Appendix 'III'

5. Payment of Wages

- (i) The contractor shall fix wage period in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wage of every person employed as contract labour in an established or by a contractor where less than one thousand such person are employed shall be paid before the expiry of seventh day and in other case before the expiry of tenth day after the last day of the wage period in respect of which the wage are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by 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 a premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of 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 or to him direct or to other person authorized by him in this behalf.
- (vii) All wages shall be paid in current coin or currency or in both.
- (viii) Wages shall be paid without any deduction of any kind except those specified by the M.C.D. 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 in the presence of the junior Engineer or any other authorized representatives of the

Engineer-in-Chief who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

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

"Certified that the amount shown in column No..... has been paid to the workmen concerned in my presence on at....."

6. **Fines and deductions, which may be made for wages**

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following: -
- (a) Fines
 - (b) Deduction for absence from duty i.e from the place or places whereby 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 damages to or loss of goods expressly entrusted to the employed person for custody, or for the 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 over-payment of wages, advances granted shall be entered in register.
 - (e) Any other deduction which the M.C.D 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 Omission for which fines can be imposed is enclosed at Appendix-I

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the workers has been given and opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fines 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 work shall be recovered from him by instalment ,or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. **Labour Records**

- (i) The contractor shall maintain a register of person 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 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 register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - (a) Full particular of the labour who met with accident.
 - (b) Rate of Wages
 - (c) Sex
 - (d) Age
 - (e) Nature of Accidents and cause of accidents.
 - (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 is to be paid
 - (n) Authority by whom the compensation was assessed
 - (o) Remarks
- (v) The Contractor shall maintain a Register of Fines in Form XIII of the CL(R&A), 1971 (Appendix-XI)

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

- (vi) The Contractor shall maintain a register of Deductions for damage or loss in Form XX of the CL (R&A) Rules, 1971 (Appendix-XIII)
- (vii) The Contractor shall maintain a register of Advances Form XX III of the CL (R&A) Rules,1971 (Appendix-XIII)
- (viii) The Contractor shall maintain a register of Overtime in Form XXIII of the CL (R&A) Rules,1971 (Appendix-XIV)

8. Attendance Card-cum-Wage Slip

- (i) The contractor shall issue an attendance card-cum-wages slip to each workmen employed by him in the specimen form (Appendix-VII)
- (ii) The card shall be valid for each wage period.

- (iii) The contractor shall mark the attendance of each workmen 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 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 work on the wage slip at the time of disbursement of wages and retain the card with himself.

9. Employment Card

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

10. Service Certificate

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

11. Preservation of Labors Records

All records required to be maintained under Regulation 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 of Labour Officer or any other officers authorized by the M.C.D.

12. Power of Labour Officer to make investigations or enquiry.

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

13. Report of Labour officer

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

14. Appeal Against the Decision of Labour Officer

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer

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

15. Prohibition Regarding Representative through Lawyer

- (i) A workmen 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 federation of trade unions to which the trade union 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 a officer of a registered trade union ,connected with the industry in which the worker is employed or by any other workmen employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or equity 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 associations referred to in clause (a) is affiliated.
 - (c) Where the employers is not a member of any association of employers, by an officer of association of employers connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- (iii) No Party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. Inspection of Books and Slips

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

17. Submission of Returns

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

18. Amendments

The M.C.D may from time to time add to or amend the regulations and on any questions as to the application/interpretations or effect of those regulations the decision of superintending Engineer concerned shall be final.

Appendix 'I'

Register of Maternity Benefits (Clause 19F)

Name and Address of the Contractor.....

Name and locations of the work.....

Name of 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	<u>In case of Delivery</u>		<u>In case of Miscarriage</u>	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave Pay paid to the employee

<u>In case of Delivery</u>		<u>In case of miscarriage</u>		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 Benefits Admissible to the Contractor's Labour in M.C.D Works

Name and address of the Contractor.....

Name and location of the work.....

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

Appendix 'III'

Labour Board

Name of Work.....

Name of Contractor.....

Address of Contractor.....

Name and address of M.C.D Division.....

Name of M.C.D Labour Officer.....

Address of M.C.D 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 the Contractor

Name and Address of Contractor.....

Name and Address of establishment under which contract is carried on.....

Name and Location of Work.....

Name and address of Principal employer.....

[illegible]

Appendix ‘V’

Form-XVI (See Rule 78(2)(a))

Muster Roll

Name and Address of Contractor.....

Name and Address of establishment under which contract is carried on.....

Name and location of Work.....

Name of address of Principal Employer.....For month of Fortnight.....

[illegible]

Appendix ‘VI’

Form-XVII (See rule 78(2)(a))
Register of Wages

Name and address of Contractor.....

Name and address of establishment under which is carried on.....

Nature and Location of Work.....

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

[illegible]

Appendix 'VIII'

Wage Card No.....

Wage Card

Name and Address of Contractor..... Date of Issue.....

Name and Location of Work Designation.....

Name of Workmen..... 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 month from the date of issue

Signature

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

Wage Slip

Name and Address of Contractor

Name and Father's/Husbands name of Workmen.....

Nature and Location of Work.....

For the Week/Fortnight/Monthending.....

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.....

Initial of the Contractor or his Representative

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 Workmen.....

2. Sl. No. in the register of workmen employed.....

3. Nature of employment /designation.....

4. Wages rate (with particular of unit in case of piece work).....

5. Wage Period.....

6. Tenure of employment.....

7. Remarks.....

Signature of Contractor

Form-XV (See Rule 77)
Service Certificate

Name and address of Contractor.....

Nature and Location of Work.....

Name and Address of Workmen.....

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 particular of unit in case of piece work)	Remarks
1	From	To	4	5	6

LIST OF ACTS AND OMISSION FOR WHICH FINES CAN BE IMPOSED

In accordance with Rule 7(V) of the MCD Contractors Labour Regulation to be displayed prominently at the site of work both in English and Local Language.

1. Willful insubordination of disobedience, wheather alone or in combination with other
2. Theft ,fraud or dishonesty in connection with the contractors beside a business or property of MCD
3. Taking or giving bribes or any illegal gratification.
4. Habitual late attendance.
5. Drunkenness fighting,rioting 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 MCD 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 wages 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 rectification.
16. Making false complaints and/or misleading statements.

17. Engaging on trade within the premises of the establishments.
18. Any authorized divulgence of business affairs of the employee.
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 workmen or employer during the working hours within the premises.

Appendix 'XI'

Form-XII (See Rule 78 (2)(d))

Register of Fines

Name and address of Contractor.....

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

Nature and Location of Work.....

Name and Address of Principal Employer.....

[illegible]

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 under which contract is carried on.....

Nature and Location of Work.....

Name and Address of Principal Employer.....

[illegible]

Appendix ‘XIII’

Form-XXII (See Rule 78 (2)(d))

Register of Advances

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.....

[illegible]

Appendix 'XIV'

Form-XXIII (See Rule 78 (2)(e))

Register of Overtime

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 of Workmen	Father's/ Husbands name	Sex	Nature of Employment/ Designation	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

Signature Not Verified

Digitally signed by **DR. CHANDRA SHEKHAR MEENA**
 Date: 2021.08.08 16:00:20 IST
 Location: eProcurement System for Central PSUs

