



MUNICIPAL CORPORATION OF DELHI
OFFICE OF THE SUPERINTENDING ENGINEER -II
QUALITY CONTROL CIRCLE I
AMBEDKAR STADIUM COMPLEX, ROOM NO. 45, 1ST FLOOR
NEW DELHI-110002

SE-QC-II/2024-25/D- 12

dated : 22/07/2024

Sub:- Conditions to be incorporated in NIT for works related to procurement of Ready Mix Concrete of specified grade.

In supersession of all previous circulars/letters on the subject cited above, the following conditions shall be incorporated in the NITs for the works related to Ready Mix Concrete.

The contractor shall procure RMC of Specified grade either from RMC Plants of Cement Manufacturers or agencies approved/empanelled/registered by CPWD/DMRC/PWD/I&FC/DDA for procurement of RMC.

This issues with the approval of competent authority.

Sd/-

E.E. (QC-II)

All concerned (SE's & EE's)

Copy for kind information to:

1. Commissioner
2. Addl. Commissioner (Engg.)
3. E-in-C I & II
4. C.E. (QC)
5. All Chief Engineers
6. Dir. (IT) to upload on MCD website

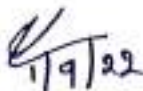
E.E. (QC-II) 22/07/24

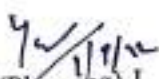
S/c

Conditions & Specifications

1. The work shall be carried out strictly in accordance with CPWD Specification 2013, amended up to date and shall comply with provisions of Indian Electricity Rule 1956 and Indian Electricity Act 2003 amended up to date.
2. All MCD General Conditions of contract with upto date amendment/modification/addition to existing additional conditions shall enforce.
3. Specifications not covered in the General specifications of CPWD shall be governed by relevant IS specifications. In case IS specifications are also not available than the decision of Engineer-in-Charge given in writing based on acceptable sound engineering Practice and local usage shall be binding on the contractor.
4. All material shall be one of the make mentioned in CPWD specifications and approved by Engineer – In – Charge. All materials shall confirms to IS specifications wherever these exists.
5. All material brought by the Contractor for use on work shall have to of be good quality. The same has to be got approved from the Engineer-in-Charge before using the same on the work. No claim for defective material brought by the contractor and not approved by the Engineer-in-Charge shall be entertained.
6. All T&P required for execution of work i/c mounting of fitting on poles, digging of trenches, handling of materials brought by contractor at his own cost and nothing extra shall be paid on this account.
7. The contractor shall furnish necessary certificate / documents / Material test certificate in support of genuiness / conformity to ISS of materials / items used at site & payment receipts of GST as & when desired by the department.
8. Contractor shall prepare drawing as per actual site and directions given by Engineer-in-charge and get the same approved from Engineer-in-Charge before start of work.
9. The work shall be carried out according to approved drawing; however the department reserves right to change the lay-out as per requirements of site.
10. Contractor is advised to visit the site and make him acquaint with the site conditions before quoting the rates. No future claim due to site restrictions shall be entertained at later stage.
11. The contractor is bound to sign the entry /entries made by Engineer in charge or his representative in the site order book time to time.
12. Embedding of earth electrode, making RCC foundation, laying of cable, Lowering of Pipes in Boring or any other work below ground level shall be done in the presence of Engineer in charge or his authorized representative. Loop earthing shall be as per CPWD specifications. The contractor shall Intimate the Engineer-in-Charge in advance well before the execution of such works.
13. Notwithstanding the schedule of quantities, all Items of Inter-related work considered necessary to make installation complete and operative deemed to be included and shall be provided by the contractor at no extra cost.
14. The Electrical works shall be executed in close co-ordination with the progress of Building/Civil work. This being essences of the contract, no claim for idle labour will be entertained.


EEE(Planning)-III


EEE(Planning)-II


EEE(Planning)-I

15. Any damage caused to Building as a result of execution of Electrical work shall be responsibility of the Electrical contractor. The damage if so caused shall be made good by the contractor promptly at his own cost to the entire satisfaction of the Engineer in charge.
16. The dismantled materials if any received from the work should be duly accounted for and returned to concerned JE(Elect) In charge of work at his store free of cost.
17. The rates tendered shall be for complete item of works inclusive of all taxes, duties & levies etc. and all charges for the item contingent to the work.
18. Engineer-in-Charge reserves the right to get the testing of any material delivered at site from designated labs or from any other Independent NABL Accredited labs (if not available in designated labs) to ensure the specifications of material as per tender, in addition to the tests recommended by QC deptt. The contractor shall pay the cost of testing and hence rates should be quoted accordingly.
19. Third party quality Audit & testing of samples in the designated lab is mandatory as per circular no. D/CE/QC/2021/SE(QC)D-237 dated 9.2.2022. Necessary charges for Third Party and Testing of samples are to be paid by contractor. The rates should be quoted accordingly.
20. The contractor has to carry out excavation of trenches for cables & pipe laying in a fixed time frame in close coordination with civil contractor. It will be the responsibility of the contractor to carry out the excavation of trenches within target period utilizing all possible resources. All the debris/mud resulting from trenching, excavation will have to be immediately shifted to appropriate location as per directions of JEE concerned.
21. The watch and ward of entire installation shall be sole responsibility of the contractor until these are tested and handed over to the department.
22. Contractor shall make his own arrangement for watch & ward and safety of his men and material and nothing extra shall be paid by the department on this account. Contractor shall also be responsible for the safe custody of material issued to him by the department (if any) till such time the work is completed & installation is handed over back to the department. Nothing extra shall be paid in this account.
23. The Engineer in charge will be at liberty to get the work inspected through the C.T.E. or any other agency appointed by the Govt. or Municipal Corporation of Delhi and the result of their finding will be binding on the contractor.
24. The contractor will co-operate in handing over the fitting/installation to NDPL/BSES or any other Department / agency as per directions of Engineer- In- Charge. The Contractor will rectify the defect pointed out at the time of handing over free of cost.
25. The guarantee period will be of twelve months from the date of handing over to the department. Installation / equipments or components thereof shall be rectified/repared to the satisfaction of the Engineer in Charge.
26. OEM name must be embossed / engraved / Screen Printed on Housing of LED Fixture. Sticker not allowed.
27. The Companies manufacturing LED luminaries shall comply with Electronics & IT goods (requirement for compulsory registration) order 2012 amended up to date. The contractor/agency will submit necessary documents in this regard for the LED manufacturer proposed to be installed.


EEE(Planning)-III


EEE(Planning)-II


EEE(Planning)-I

28. In case of any accident, injury met by its labour, employee or any other person working for him or general public or any miss-happening or labour claims etc. the entire responsibility shall be of the contractor in every aspect.
29. The contractor shall to ensure all safety guidelines, rules and regulations, labour laws etc. Any compensation sought by its labour, employee or any other person working for him or general public either during operation of work order or at any stage later on, shall be paid by the contractor as per settlement solely. MCD has no role to play in this matter. In case, any dispute arises out of these conditions, the directions / decisions / settlements by court, the full compensation amount shall be borne by the contractor. If the contractor does not abide by this condition, MCD reserves the right to pay the aggrieved party directly and the same shall be recovered from the payouts of the contractor.
30. The bidder shall be responsible to have applicable ESI, PF or any other registration as required in respect of labour deployed by him. Evasion of such mandatory regulations shall be sole responsibility of the successful bidder. Department will have the right to recover the same from Contractor's payout and deposit in EPFO if found evaded at later stage.
31. The contractor has to arrange for water and electricity arrangement for the work. Department is not liable to arrange the same .
32. Temporary barricading reflecting signs, red color/Making flags arrangement will be provided by the contractor during the execution of entire work.
33. Upto date amendments to General conditions of contract for MCD work is applicable.
34. In addition to conditions in this tender document, provisions in CPWD manual amended up to date and other relevant conditions mentioned in form 32 and 33 issued with this NIT will also be applicable.

Special Condition:

- A. These special conditions shall prevail on GCC.
- B. If due to site conditions, the quantity of any item of contract whose accepted rates are higher than the justified rates worked out by the department increases over and above the quantity stipulated in the schedule of quantities, such increase in quantity shall have to be executed by the contractor and will be paid on the justified rates worked out by the department.
- C. If due to site conditions, the quantity of any item of contract whose accepted rates are higher than the justified rates worked out by the department decreases from the quantity stipulated in the schedule of quantities then the contractor shall not be entitled for any claim on this account.
- D. If due to site conditions and to met with the scope of work, the quantity of any item of contract whose accepted rates are lower than the justified rates worked out by the department increases over and above the quantity stipulated in the schedule of quantities, such increased quantity shall have to be executed by the contractor and will be paid on the accepted rates. No claim on this account will be entertained.
- E. If due to site conditions, the quantity of any item of contract whose accepted rates are abnormally lower than the justified rates worked out by the department decreases from the quantity stipulated in the schedule of



EEE(Planning)-III



EEE(Planning)-II



EEE(Planning)-I

2/c

quantities, such non executed quantities shall be recovered at the difference of justified rates worked out by the department and accepted rates of item of contract.

- F. In case of Extra Items while deciding the rates prevailing market rates will be the criteria subject to the rider that Market rates will be reduced to the same extent the original bid(after negotiation, if any) has been quoted viz-a-viz justified rates.
- G. In compliance of Engineering Department of circular No. D/471/EE(P)-III dated 22.02.06. 1% (one percent) labour cess is to be deducted from contractor on total cost of work order. For deducting one percent cess a weight age of one percent on composite value of the work is to be added while working out the justification of rates.
- H. Interim bills/Final Bill along with measurements and requisite documents should be submitted by the contractor duly certifying the work which has been carried out along with photographs at different stages of work. For execution of hidden items, the Contractor will submit prior information to the Engineer-In-Charge one working day in advance, before its covering. The Work is also required to be inspected by Third party agency for quality assurance/ auditing as per standing instructions/circulars and payment to bill will be made accordingly.
- I. The bill/measurement submitted by the contractor should be scrutinized by the Engineer-In-Charge and be recorded in the measurement book and thereafter, the bill should be passed.

List of Acceptable Makes

S. NO.	Name of Item	Acceptable Makes in MCD
1	FRLS PVC insulated Copper/ Aluminum conductor domestic wires.	Polycab, Havell's, Plaza, HPL, Finolex, Great White, Skytone
2	LTCables (Armoured/Unarmoured)	Skytone, Havells, Polycab, Grandlay, Finolex,
3	Submersible cable	L&T, CRI, BCH, Havell's, Finolex
4	Modular switch / Socket/ Cover plate / G.I Boxes	Anchor, Roma, North West, Crabtree, Legrand, Great White, Cona
5	MCB, Isolator, DB	Havell's, Standard, L & T, Legrand, Siemen's, ABB ,C&S Schneider
6	T-5 lamp	Phillips, Havell's, Bajaj, Crompton, Halonix, Surya
7	LED fixtures	Flem, Crompton, Bajaj, Phillips, Surya, Prima-NX, Halonix, Bhargo, Havells, Osram, GE, Orient Electric
8	Polygonal/MS Pole	BPP, Utkarsh, Aster, PE, Bajaj, Skipper, ADP, Premier-Polmax
9	Decorative /Ornamental Pole/ Fittings	Hilite, Luster, Havells, Homedec, Phillips, Bajaj, Lord Jyoti, Twinkle, Orient Electric, USHA (TISVA)
10	MCCB	L&T, Havells , Legrand ,ABB, Seimens, C&S,

		Standard, Schneider
11	Main switch/ Changeover	L&T, Havells , Legrand ,ABB, Seimens, C&S, Standard, Schneider
12	MS Casing Pipe/GI Pipe	Jindal, Tata, Surya, Prakash
13	PVC Pipe	Finolex, AKG, Setia, Plaza , Astral, Jain pipes, AKG ,BEC
14	Steel conduit	AKG, BEC
15	PVC conduit	Setia, AKG, Astral, BEC, Plaza
16	Ceiling fans/Wall fan/Ex.Fan	Crompton, Havells, Bajaj, USHA, Orient, Halonix, - Zephyr
17	Submersible/Monoblock Pump	Crompton, KSB, CRI, L&T, BCH, Havells, C&S, Johnson
18	Cubical control panel for pump	BCH, CRI, Crompton, KSB, L&T, Havells, C&S, Johnson
19	Portable Fire Extinguishers	Minimex, Lifeguard, Omex, Safex
20	Fan Condenser	Tibcon, USHA, Havells
21	T5 Lamp, T5 Choke,36/40Watt Lamp,36/40Watt Electronic Ballast	Philips,Crompton, Bajaj, Havells, Surya
22	Indicating Instruments	AEE, L&T, Siemens
23	DWC-HDPE Pipe	Rex, Duraline, CPE, Gemini, Mastodon
24	Battery	Exide, Microtek, Luminous, Okaya, Amron
25	Phenolic Laminated Sheet	Hylem, Formica, Phillips
26	Air Conditioner (minimum 3 star rating)	Voltas, Bluestar, LG (Cat. B), O General, Hitachi, Carrier (Cat.A), Godrej, Panasonic (Cat. B)
27	Stabilizer	Voltas, Blue bird, Microtek, Luminous
28	Invertor	Luminous, Sukam, Microtek
29	Telephone Wire /Cat-6	Skytone, Finolex, Delton, Skyline, D-Link, Legrand, AMP
30	Battery Charger	Maham, Emertech, Logicstat, Stactcon
31	Pole Box	Sintex, Boxmann, APC, EPP, Stanlec, Shi
32	Water Cooler/Water filter and Purifier/RO	Eureka FORBE, KENT, HINDUSTAN, UNILEVER, LIVPURE, Usha, Voltas , Blue Star
33	PVC Casing Pipe	Phenolex, Ujala, Setia, Surya, AKG, BEC
34	LT Panels/ Feeder Pillars	Manufactured by CPRI approved

8/c

NORTH DELHI MUNICIPAL CORPORATION
OFFICE OF EXECUTIVE ENGINEER (ELECTRICAL)-PLANNING
M.C.(P) SCHOOL, HAKIKAT NAGAR, DELHI-110009

No. 49 /EEE(P)/2019-20

Dated: 26-7-19

Subject:- Approval of "Premier-Polmax" make products of Galvanized Polygonal Poles manufactured by M/s Premier Bars Private Limited in North Delhi Municipal Corporation.

In reference to the application of M/s Premier Bars Private Limited for enlistment of "Premier-Polmax" make products of Galvanized Polygonal Poles in North DMC. After scrutiny of documents submitted by the firm and subsequent factory visit by North DMC officials, approval has been accorded by competent authority to use of "Premier-Polmax" make products of Galvanized Polygonal Poles for electrical works in North DMC.

The approval does not absolve the North DMC Engineer/ Supervisory staff from their responsibility of exercising necessary checks like quality, rate, technical specifications.

The firm shall ensure testing of products at regular intervals and maintain quality of the product failing which this approval shall be withdrawn without any notice.


Ex. Engineer (E)/Planning

Cir. To:

For PREMIER BARS P LTD.

1. M/s Premier Polmax Pvt Ltd
2. SE(Elect)
3. All Ex. Engineer (Elect) in North DMC
4. O/c


Authorised Signatory



MUNICIPAL CORPORATION OF DELHI

OFFICE OF THE EXECUTIVE ENGINEER (ELECTRICAL)/PLG
ROOM NO 7, GROUND FLOOR, AMBEDKAR STADIUM
NEW DELHI 110002

NO. EE(E)/MCD/Planning/2022-23/98

Dela-4/12/23

Sub: Approval of "USHA (TISVA)" make for Decorative lights manufacturer by Usha International Limited (Tisva Lighting) in Municipal Corporation of Delhi

In reference to the application by M/s Usha International Limited (Tisva Lighting) for enlistment of "USHA (Tisva)" make product of Decorative lights in Municipal Corporation of Delhi. After scrutiny of the documents by the make approval committee submitted by the firm, approval has been accorded by the competent authority for using of "USHA (Tisva)" make product of Decorative lights for electrical works in Municipal Corporation of Delhi.

The approval does not absolve the MCD Engineer/Supervisory staff /Third party on behalf of Municipal Corporation of Delhi from their responsibility of exercising necessary checks like quality, rate, technical specifications etc

It will be the sole responsibility of the manufacturer to ensure quality of the product. At any point of time the product quality & performance is found to be non satisfactory, the MCD will be at liberty to withdraw this approval. This approval is further subject to indemnifying MCD in all respect in the event of withdrawal of approval.

This empanelment will remain valid till three years from the date of empanelment. The re-validation after three years will be undertaken by the department if required.

Yours Sincerely,

Chachab
Executive Engineer (Electrical),
EE (Planning Division/MCD,
DMC

Cir. To:-

1. M/s Usha International Limited (Tisva Lighting)
2. CEE-I,II,III
3. SEE-I,II,III,IV
4. All Ex. Engineer(Elect.) in MCD
- ✓ 5. O/c



MUNICIPAL CORPORATION OF DELHI

**OFFICE OF THE EXECUTIVE ENGINEER (ELECTRICAL)/PLG
ROOM NO 7, GROUND FLOOR, AMBEDKAR STADIUM
NEW DELHI 110002**

No.EE (E)/MCD/Planning/2023-24/128

Date: 28.03.2024

Sub: Approval of "ORIENT ELECTRIC" make product for various types of LED Light Fixtures (Indoor, Outdoor, Solar, Flameproof, façade and Decorative Luminaries) manufacturer by Orient Electric Limited in Municipal Corporation of Delhi

In reference to the application submitted by M/s Orient Electric Limited for enlistment of "ORIENT ELECTRIC" make products encompassing various types of LED Light Fixtures (Indoor, Outdoor, Solar, Flameproof, façade and Decorative Luminaries) in the Municipal Corporation of Delhi. After scrutiny of the documents provided by the firm, and subsequent factory visit by MCD officials, approval has been accorded by the competent authority to use of "ORIENT ELECTRIC" make product for various types of LED Light Fixtures (Indoor, Outdoor, Solar, Flameproof, façade and Decorative Luminaries) for electrical works in Municipal Corporation of Delhi.

The approval does not restrict MCD Engineer/Supervisory staff /Third party on behalf of Municipal Corporation of Delhi from their responsibility of exercising necessary checks like quality, rate, and technical specifications.

It will be the sole responsibility of the manufacturer to ensure quality of the product. If any point of time the product quality & performance is found to be non satisfactory, the MCD will be at liberty to withdraw this approval. This approval shall be deemed to be cancelled in case of discrepancy reported/found at any later date in the documents/ details submitted by you. This approval is further subject to indemnifying MCD in all respect in the event of withdrawal of approval.

This empanelment will remain valid till three years from the date of empanelment. The re-validation after three years will be undertaken by the department if required.

CHANCHAL KUMAR
Executive Engineer (Electrical)
Planning Division/MCD
MCD

Cir. To:-

1. CEE-I,II,III:- for kind information please
2. SEE-I,II,III,IV:- for kind information please
3. All Ex. Engineer (Elect.) in MCD:- with the request to incorporate the above brand along with the already approved other brands in the list of Approved makes in the NIT's.
4. M/s Orient Electric Limited, C-130, Sector-63, Noida-201301 (U.P.) (Website-www.orientelectric.com, Tel +91 120 4894900) :- for kind information please
5. M/s Orient Electric Limited-a CK Birla Group Company, 42, 3rd Floor, Okhla Industrial Estate, Phase-III, New Delhi-110020 (mail id - blrjendra.yadav@orientelectric.com, Tel:- 95998484891):- for kind information please (By Registered Post)
6. O/c

MUNICIPAL CORPORATION OF DELHI
OFFICE OF THE SUPERINTENDING ENGINEER (P)-II
19TH FLOOR, Dr. S.P.M. CIVIC CENTRE
J.L. MARG, NEW DELHI-110002

No: D/SE(P)-II/2022-23/106

Dated: 06.03.2023

CIRCULAR

Subject: Modification in General Conditions of Contract (GCC)

In continuation to this office circular No. D/SE(P)/2020-21/154 dated 13.10.2020 regarding implementation of General Conditions of Contract, the following modification is approved by the competent authority.

- 1. Regarding implementation of Integrity Pact
- 2. Revision of Clause 10
- 3. Forms of Bank Guarantee/ Earnest Money/ Performance Guarantee are being replaced by only one format.

The existing and modified provisions are tabulated below:

S.No.	Existing Provisions	Proposed Modification
1.	INTEGRITY AGREEMENT This Integrity Agreement is made at on this..... day of20..... BETWEEN Commissioner, SDMC represented through Executive Engineer,, (Name of Division) SDMC, (Hereinafter referred as the (Address of Division) ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) AND (Name and Address of the Individual/firm/Company) through(Hereinafter referred to as the (Details of duly authorized signatory) “Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) Preamble WHEREAS the Principal / Owner has floated the Tender (NIT No.....) hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the “Contract”. AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).	INTEGRITY PACT (Integrity Pact is applicable for all works of estimated cost put to tender equal to or more than threshold value given in Schedule-F) INTEGRITY AGREEMENT This Integrity Agreement is made at on this..... day of20..... BETWEEN Commissioner, MCD represented by the Engineer-in-Charge, (hereinafter referred to as the Principal, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees) AND (Name and Address of the bidder) (Hereinafter referred to as the Bidder/ Contractor and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees. Preamble WHEREAS the Principal has floated the tender (NIT No.) hereinafter referred to as the Tender) and intends to award, under laid down organizational procedure, contract for(Name of work)..... hereinafter referred to as the Contract. AND WHEREAS the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s) AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this integrity Agreement (hereinafter referred to as Integrity Pact), the terms and conditions of which shall also

<p>AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.</p> <p>NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:</p> <p>Article 1: Commitment of the Principal/Owner</p> <p>1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:</p> <p class="list-item-l1">(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.</p> <p class="list-item-l1">(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.</p> <p class="list-item-l1">(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.</p> <p>2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.</p> <p>Article 2: Commitment of the Bidder(s)/Contractor(s)</p> <p>1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Corporation/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.</p> <p>2) The Bidder(s)/Contractor(s) commit(s) himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:</p>	<p>be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.</p> <p>In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned hereunder:</p> <p>NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this integrity Pact witnesses as under:</p> <p style="text-align: center;">Articles</p> <p>Article 1: Commitment of the Principal</p> <p>1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:</p> <p class="list-item-l1">(a) No employee of the Principal, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.</p> <p class="list-item-l1">(b) The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.</p> <p class="list-item-l1">(c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.</p> <p>2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.</p> <p>Article 2: Commitment of the Bidder(s)/ Contractor(s)</p> <p>1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Corporation/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.</p> <p>2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent</p>
---	--

	a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract. b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process. c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly bidder(s) / contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item. e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract. 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences. 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Corporation	corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution: a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract. b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process. c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly bidder(s) / contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item. e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract. f) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter. 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or
--	--	--

interests. 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process). Article 3: Consequences of Breach Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner’s absolute right: 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner. 2) Forfeiture of EMD/ Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner , may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor. 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation. Article 4: Previous Transgression 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/Municipal Corporation/State Public Sector Enterprises in India that could justify his	be an accessory to such offences. 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice, willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Corporation interests. 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (which shall include the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property) to influence their participation in the tendering process. Article 3: Consequences of Breach Without prejudice to any rights that may be available to the Principal under law or the Contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal absolute right: 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal. 2) Forfeiture of EMD/ Performance Guarantee/Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor. 3) Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal has substantive suspicion
---	---

exclusion from the Tender process. 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner. 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely. Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors. 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors. 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process. Article 6- Duration of the Pact This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, SDMC. Article 7- Other Provisions 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Delhi of the Division of the Principal/Owner, who has floated the Tender. 2) Changes and supplements need to be made in writing. Side agreements have not been made. 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution. 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.	in this regard, the Principal will inform the same to law enforcing agencies for further investigation. Article 4: Previous Transgression 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises/ /Municipal Corporation in India that could justify his exclusion from the Tender process. 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal. 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely. Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subcontractors/sub-vendors. 2) The Principal will enter into Pacts on identical terms as this one with all Bidders and Contractors. 3) The Principal will disqualify Bidders, who do not submit, the duly signed Integrity Pact between the Principal and the bidder, along with the Tender or violate its provisions at any stage of the Tender process. Article 6- Duration of the Pact This Integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or expiry of defect liability period, or last payment made under the contract, whichever is later and for all other bidders, 6 months after the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged/determined by the Competent Authority concerned. Article 7- Other Provisions 1) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarter of the Division of Delhi, who has floated the Tender.
---	---

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration. Article 8- LEGAL AND PRIOR RIGHTS All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following WITNESSES: (For and on behalf of Principal/Owner) (For and on behalf of Bidder/Contractor) WITNESSES: 1. (signature, name and address) 2. (signature, name and address) Place: Dated:	2) Changes and supplements as well as termination notice need to be made in writing. 3) If the Contractor is a partnership or a consortium, this Integrity Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Integrity Pact must be signed by a representative duly authorized by board resolution. 4) Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions. 5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs. 6) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration. 7) In view of the nature of Integrity Pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the Integrity Pact. 8) If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/ recommendations. Article 8 – Independent External Monitor (IEM) (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission (Names and address of IEMs are as mentioned in Schedule-F). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/ Contractors as confidential. (3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the IEM, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors. (4) The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentially. The IEM has also signed ‘Non
---	---

		Disclosure of Confidential Information’ and ‘Absence of Conflict of Interest’. In case if any conflict of interest arising at a later date, the IEM shall inform the Engineer-in-Charge and recuse himself/ herself from that case. (5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. (6) The IEM will submit a written report to the Engineer-in-Chief/Chief Engineer concerned within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations. (7) If the IEM has reported to the Engineer-in-Chief/Chief Engineer concerned, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Engineer-in-Chief/Chief Engineer concerned has, within a reasonable time, not taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner. (8) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the project provided such meetings could have impact on contractual relations between the Principal and the contractor. The parties will offer to the IEM the option to participate in such meetings. (9) The word IEM or monitor would include both singular and plural. Article 9- LEGAL AND PRIOR RIGHTS All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses: (For and on behalf of Principal) (For and on behalf of Bidder/Contractor) WITNESSES:
--	--	---

		1. (signature, name and address) 2. (signature, name and address) Place: Dated: Note: to be signed by the Bidder and the Engineer-in-Charge.
1b	The following is to be added in Schedule 'F' below clause 38	
	No Provision	Provision of Independent External Monitors: (i) Threshold value (Estimated cost put to tender) at and above which Integrity Pact would be applicable..... * (ii) Particulars of IEMs appointed by CVC ** This value has been decided as Rs. 300 crore. ** The present names and addresses of IEMs are given below: 1. Shri Arvind Kumar Arora (IDSE- Retired) Email: arvindarora333@gmail.com Address: B-333, Chittaranjan Park New Delhi-110019 Mobile: 8130588577,9868236340 2. Shri Girraj Prasad Gupta (ICAS – Retired) Email: gpgupta1804@gmail.com Address: E-94 (FF), GK 1, New Delhi-110048 Mobile: 9868266056 3. Shri Swaminathan Kalyanam (IRSME – Retired) Email: swaminathn.kaly@gmail.com Address: Flat no. 705, Tower One, Ansal Sushant Estate, Sector-52, Gurugram-122003 Mobile: 9818798389
2.	Clause 10:	
	Clause 10A Materials to be provided by the Contractor	
	The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Corporation. The contractor shall, at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in	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 Corporation. The contractor shall, at his own expense and without delay supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty (30) days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in

	accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received. The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.	accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received. The Contractor shall at his cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges including testing charges. The Engineer-in-Charge or his authorized representative shall always have access to the works and to all workshops and places where work component is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.
	10 B Secured Advance on Materials	10 B Secured Advance on Materials
	(i) The contractor, on signing an indenture in the form in Annexure XVIII by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made	(i) to The contractor, on signing an indenture in the form to be specified by Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made

	under any of the clause or clauses of this contract. Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such material. 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.	under any of the clause or clauses of this contract. Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such material. 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 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer- in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bonds not more than 6 in number from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery. Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'.	Mobilization Advance (ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within six months of the order to commence the work. Such advance shall be released in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer- in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. Before any installment of advance is released, the contractor shall execute bank guarantee bonds not more than 6 (six) in number from commercial bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from commercial bank on prescribed format for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery. Interest & Recovery (iii) The Mobilization Advance in (ii) above bear simple interest at the rate of 8 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bill commencing after first ten percent of the gross value of the work is executed and paid on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid together with interest due on the entire outstanding amount up to the date of recovery of the installment. (iv) If the circumstances are considered reasonable by the Engineer-in-Charge the period mentioned in (ii) for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge.
	Clause 10 C Payment due to variation in prices of materials after receipt of tender If after submission of the tender, the price of any	Clause 10 C Payment on account of increase in Prices/Wages due to Statutory Order(s) If after submission of tender, if the price of any

material incorporated in the works(excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any variation of rate in GST applicable on such materials being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied. If after submission of the tender, the price of any material incorporated in the works(excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Corporation shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in- Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply. For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in Sub-Para (ii) of clause 10 CC except the amount of full assessed value of secured	material incorporated in the work and/ or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied. If after submission of the tender, the price of any material incorporated in the works and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause), Corporation shall in respect of materials incorporated in the works and /or labour engaged on the execution of work after coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in- Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply. For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and increase/ decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled mazdoor, fixed under any law, statutory rule or order. The cost of work for which escalation is applicable (W) same as cost of work done worked out as indicated in sub-Para (ii) (j) of clause 10 CC except the amount of full assessed value of secured advance. Provided always that: a) Where provisions of clause 10 CC are applicable, provisions of clause 10 C will not be applicable. b) Where provisions of clause 10 CC are not applicable, provisions of clause 10 C will become applicable.
--	--

	advance	
	Clause 10 CA Payment due to variation in prices of materials after receipt of tender If after submission of the tender, the price of materials specified in Schedule 'F' increases/ decreases beyond the base price(s) as indicated in Schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work x stipulated period/tendered cost). The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed. The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:- Adjustment for component of individual material $V = P \times Q \times \frac{CI - Clo}{Clo}$ where, V = Variation in material cost i.e. increase or decrease in the amount of rupees to be paid or recovered. P = Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in Schedule "F". For Projects and Original Works:	Deleted

Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2. For Maintenance Works: Q = Quantity of material brought at site for bonafide use in the works since previous bill including any such quantity consumed in the deviated quantity of items beyond deviation limit paid at agreement rate and extra /substituted item being scheduled items, but excluding non-schedule extra /substituted item paid/to be paid at market rate under clause 12.2. Clo = Price index for cement, steel reinforcement bars, structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'. CI = Price index for cement, steel reinforcement bars, structural steel and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce. Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost). Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause. (ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher. (iii) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any. (iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption	
--	--

	for the same shall be calculated accordingly. (v) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.	
	Clause 10 CC Payment due to Increase/ Decrease in Prices/ Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any. (ii) The cost of work on which escalation will be payable shall be reckoned as below : (a) Gross value of work done up to this quarter : (A) (b) Gross value of work done up to the last quarter : (B) (c) Gross value of work done since previous quarter (A-B) (C) (d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter : (D) (e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter : (E) (f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F) (g) Advance payment made during this quarter: (G) (h) Advance payment recovered during this quarter:	Clause 10 CC – Price adjustment for works If the prices of materials and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any. (ii) The cost of work on which escalation will be payable shall be reckoned as below : (a) Gross value of work done up to this quarter : (A) (b) Gross value of work done up to the last quarter : (B) (c) Gross value of work done since previous quarter (C)= (A-B) (d) Full assessed value of Secured Advance fresh paid in this quarter : (D) (e) Full assessed value of Secured Advance recovered in this quarter : (E) (f) Full assessed value of Secured Advance for which escalation Payable in this quarter, (F)= (D-E) (g) Advance payment made during this quarter: (G) (h) Advance payment recovered during this quarter: (H) (i) Advance payment for which escalation is payable in this Quarter: (I)=G-H (j) Amount paid based on prevailing market rates due to deviations/ variations as per clause 12 during this quarter: (J) Then, $M = C+F+I-J$ Cost of work for which escalation is applicable (W)= 0.85 M Components for materials, labour etc. shall be pre-

(H) (i) Advance payment for which escalation is payable in this Quarter: (I) (j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J) Then, $M = C + F + I - J$ $N = 0.85 M$ (k) Less cost of material supplied by the department as per Clause 10 and recovered during the quarter (K) (l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L) Cost of work for which escalation is applicable: $W = N - (K + L)$ (iii) Components for materials (except cement, reinforcement bars, structural steel POL or other materials covered under clause 10 CA) 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 ‘F’. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors. (iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel POL or other materials covered under clause 10 CA) and P.O.L. shall be worked as per the formula given below:- Adjustment for civil component (except cement, structural steel, reinforcement bars POL and other materials covered under clause 10CA) / electrical component of construction ‘Materials’ $Vm = W \times \frac{Xm}{100} - \frac{MI - MIo}{MIo} \times W$ Vm = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered. W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC. Xm = Component of ‘materials’ (except cement, structural steel, reinforcement bars POL and other materials covered under clause 10CA) expressed as percent of the total value of work. MI = All India Wholesale Price Index for civil	determined for every work and incorporated in the conditions of contract attached to the tender documents included in Schedule ‘F’. The decision of the Engineer-in-Charge in working of such percentage shall be binding on the contractor. (iii) The following principles shall be followed while working out the payment/ recovery on account of variation of prices of materials and/ or wages of labour. (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 date of submission of bill by the contractor to the department shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which the letter of commencement of work is issued by the Engineer-in-Charge) 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 indices as defined below (excluding LI) relevant to any quarter/ period for which such compensation is to be paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to the date of completion after the quarter covered by the last such installment of payment, is less than three months, the indices shall be the average of the indices for the months falling within that period. (c) The minimum wage of an unskilled mazdoor 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 period of reckoning. (d) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters. (e) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component. (iv) In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be a downward adjustment of the cost of work so that such price of materials and/ or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein stated below under this Clause 10 CC shall mutatis mutandis apply. (v) The contract price shall be adjusted for increase or decrease in rates and prices of labour, cement, steel reinforcement bar, fuel and lubricants and other input materials as per percentage of materials/ labour specified in schedule F and in accordance with the principles, procedures and formulae specified below:
---	--

component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost. Mlo =All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items. *Note: relevant component only will be applicable. (v) The following principles shall be followed while working out the indices mentioned in Para (iv) above. (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion. (b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period. (vi) The compensation for escalation for labour shall be worked out as per the formula	(a) Price adjustment for change in cost shall be paid in accordance with the following formulae: (i) For Construction period of this work: $V_w = W \times \frac{1}{100} \times [C_p \times \frac{(C_i - C_o)}{C_o} + L_p \times \frac{(L_i - L_o)}{L_o} + CM_p \times \frac{(CM_i - CM_o)}{CM_o} + EM_p \times \frac{(EM_i - EM_o)}{EM_o} + F_p \times \frac{(F_i - F_o)}{F_o} + S_p \times \frac{(S_i - S_o)}{S_o} + B_p \times \frac{(B_i - B_o)}{B_o}]$ (ii) For Maintenance period of this work: $V_w = W \times \frac{1}{100} \times [L_p \times \frac{(L_i - L_o)}{L_o} + CM_p \times \frac{(CM_i - CM_o)}{CM_o} + EM_p \times \frac{(EM_i - EM_o)}{EM_o} + B_p \times \frac{(B_i - B_o)}{B_o}]$ Where W= cost of work done as per Para (ii) above V_w (Variation of cost of Work) = Increase or decrease in the cost of works during the period under consideration due to change in the rates for relevant components. Percentage components of materials & labour as specified in the schedule F are defined as under: - C_p -- Cement component L_p -- Labour component CM_p -- Civil component of other construction material EM_p -- E&M component of construction material F_p -- POL (Diesel) component S_p -- Reinforcement steel bars/TMT bars/ structural steel (including strands and cables) component B_p -- Bitumen component Indices for various components of materials & labour to be used for the purpose of this Clause are defined as under: C_o = Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension if any. C_i = Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the period under consideration. L_o = Minimum daily wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as on the last date of receipt of tender including extension, if any. L_i = Minimum wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter
--	--

given below:- $VL = W \times \frac{Y}{100} \times \frac{LI-Llo}{Llo}$ VL :Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered. W :Value of work done, worked out as indicated in sub-Para (ii) above. Y :Component of labour expressed as a percentage of the total value of the work. LI: Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost. Llo: Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any. (vii) The following principles will be followed while working out the compensation as per sub-Para (vi) above. (a) The minimum wage of an unskilled male mazdoor mentioned in sub-Para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning. (b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials 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 rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component. (viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price	previous to the one under consideration. CM₀ = Price Index for civil components of other construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Civil) or successor of CPWD. CM_i = Price Index for civil components of other construction materials valid for the period under consideration and as issued by the office of CE CSQ (Civil) or successor of CPWD. EM₀ = Price Index for E&M components of construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Electrical) or successor of CPWD. EM_i = Price Index for E&M components of construction materials for the period under consideration and as issued by the office of CE CSQ (Electrical) or successor of CPWD. F₀ = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any. F_i = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & commerce for the period under consideration. S₀ = Wholesale Price Index of Mild steel long products published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any. S_i = Wholesale Price Index of Mild Steel long products published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration. B₀ = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any B_i = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & commerce for the period under consideration. (vi) Provided always that: (a) Where provisions of clause 10 CC are applicable, provisions of clause 10C will not be applicable. (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.
--	--

	of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that: (a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'. (b) The Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor. (ix) Provided always that:- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable. (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable. Note: Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10C, 10CA and 10CC. The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, clause 10CA, and clause 10CC.	
	Clause 10D Dismantled Material Corporation Property The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as property of Corporation and such materials shall be disposed-off to the best advantage of Corporation according to the instructions in writing issued by the Engineer-in-Charge.	Clause 10D Dismantled Material Corporation Property The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as property of Corporation and such materials shall be disposed-off to the best advantage of Corporation according to the instructions in writing issued by the Engineer-in-Charge.
3.	Form of Earnest Money Deposit Bank Guarantee Bond WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the	Deleted

sum of Rs. (Rs. in words2.....) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank thisday of 20... . THE CONDITIONS of this obligation are: (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender; (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge: (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract. We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer- in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions. This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantees should reach the Bank not later than the above date. DATE SIGNATURE OF THE BANK SEAL WITNESS (SIGNATURE, NAME AND ADDRESS) *Date to be worked out on the basis of validity period of 90 for single bid works and 120 days for two days bid system from last date of receipt of tender.	
---	--

	Form of Performance Security (Guarantee) Bank Guarantee Bond-Format-I In consideration of the Commissioner, SDMC (hereinafter called “The Corporation”) having offered to accept the terms and conditions of the proposed agreement between.....and(Hereinafter called “the said Contractor(s)”) for the work..... (Hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs.(Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. 1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the Corporation an amount not exceeding Rs. (Rupees..... Only) on demand by the Corporation. 2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Corporation stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly) 3. We, the said bank further undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment. 4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. 5. We, (indicate the name of the Bank) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to	Deleted

	time any of the powers exercisable by the Corporation against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s). 7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Corporation in writing. 8. This guarantee shall be valid up tounless extended on demand by the Corporation. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor.....(indicate the name of the Bank)	
		On non-judicial stamp paper of minimum Rs. 100 (Guarantee offered by Bank to MCD in connection with the execution of contracts) Form of Bank Guarantee for Earnest Money Deposit/ Performance Guarantee/ Security Deposit/ Mobilization Advance 1. Whereas the Executive Engineer(name of division), MCD on behalf of the Commissioner, MCD (hereinafter called “The Corporation”) has invited bids under (NIT number)dated..... for (name of work) The Corporation has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)* as Earnest Money Deposit from (name and address of contractor) (hereinafter called “the contractor”) for compliance of his obligations in accordance with the terms and conditions of the said NIT. OR** Whereas the Executive Engineer(name of division)MCD on behalf of the Commissioner, MCD (hereinafter called “The Corporation”) has entered into an agreement bearing number With (name and address of the contractor)(hereinafter called “the Contractor”) for execution of work(name of work) The Corporation

		has further agreed to accept an irrevocable Bank Guarantee for Rs.(Rupeesonly) valid upto(date)..... as Performance Guarantee/ Security Deposit/ Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement. 2. We,(indicate the name of the bank).....(hereinafter referred to as “the Bank”), hereby undertake to pay to the Corporation an amount not exceeding Rs.(Rupees Only) on demand by the Corporation within 10 days of the demand. 3. We,(indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly) 4. We, (indicate the name of the Bank), further undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending On non-judicial stamp paper of minimum Rs. 100 before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment 5. We, (indicate the name of the Bank), further agree that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 6. We, (indicate the name of the Bank), further agree that the Corporation at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Corporation may have in relation to the Contractor’s liabilities. 7. This guarantee will not be discharged due to the
--	--	---

	change in the constitution of the Bank or the Contractor. 8. We, (Indicate the name of the Bank) undertake not to revoke this guarantee except with the consent of the Corporation in writing. 9. This Bank Guarantee shall be valid up to unless extended on demand by the Corporation. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged. Date Authorised signatory Name Witnesses: Designation 1. Signature..... Staff Code No. Name and address Bank seal 2. Signature Name and address *Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender. **In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/ mobilization advance as the case may be.
--	---

This issues with the prior approval of the competent authority


 03.03.2023
 Superintending Engineer (P)-II

All concerned through Chief Engineers



MUNICIPAL CORPORATION OF DELHI ENGINEERING DEPARTMENT (HQ)

DR. SP MUKHERJEE CIVIC CENTRE, E-1 BLOCK (19TH FLOOR),
JAWAHARLAL NEHRU MARG, NEW DELHI-110 002

No.: ADC/Engg(HQ)/MCD/2023/D-215

Dated : 21/02/2023

CIRCULAR

Sub : Participation of Contractors registered with CPWD, State PWDs & Urban Local Bodies in E-Tendering process of Municipal Corporation of Delhi

At present, Municipal Corporation of Delhi (MCD) allows only the Contractors registered under various categories to participate in the tendering process.

2. Now, the competent authority is pleased to allow all Contractors registered with CPWD, State PWDs, Urban Local Bodies and other Government departments in their respective categories, in addition to the Contractors registered with MCD, to participate in the tendering process of Municipal Corporation of Delhi by registering themselves on E-Tendering website : www.etenders.gov.in.

3. The Enlistment Rules applicable to the Contractors of Municipal Corporation of Delhi shall be followed *mutatis mutandis* by the registered outside Contractors.

This issues with the prior approval of the competent authority.

ADMINISTRATIVE OFFICER
Engineering Department (HQ) MCD

Distribution :

All Officers of the concerned
Government Departments

Copy to :

1. All Addl. Commissioners
2. All Engineers-in-Chief
3. ADC (Engg.)/HQ
4. PS to Commissioner : for kind information of the Commissioner.
5. AO (IT) : with the request to upload the Circular on MCD website.



MUNICIPAL CORPORATION OF DELHI
Office of the Addl. Commissioner (Engg.)
5th Floor, E1-Block, Dr. SPM Civic Centre
JN Marg, New Delhi-110 002



No. Addl. Commr (Engg.)/MCD/D-41

Date: 17/02/2023

CIRCULAR

In supersession of all previous orders / circulars regarding 3rd Party Quality Assurance / Audit of Engineering Works of MCD, the following conditions shall be incorporated in all NIT/Tender Documents being issued for different works as below:-

Contractual cost of work	Mandatory sampling	Third Party Quality Audit/Assurance (TPQAA)
More than Rs. 50.00 lacs	As specified in CPWD /IRC specification / manual by the concerned division. Testing of samples will be in the Municipal Lab	1. Rail India Technical and Economic Service Limited (RITES) 2. Certification Engineers International Limited (CEIL) 3. Delhi Technological University (DTU) Testing of samples will be in the designated lab* or in house lab of the party conducting quality audit. The Third Party Quality Audit (TPQA) charges are as per Annexure 'A' .
Above Rs. 10.00 lacs & upto Rs. 50.00 lacs	As specified in CPWD /IRC specification / manual by the concerned division. Testing of samples will be in the Municipal Lab.	a) 10% of the works will be decided by Addl. Comm. (Engg.) to be checked by team comprising of SE(QC) and respective SE(Zone). Testing of samples shall be either in the designated Lab or as decided by Addl. Commissioner (Engg.) while short listing the works. b) 65% of the works by Quality Control Cell. Testing of samples will be in the designated lab*. c) 25% of the works by the concerned Chief Engineer. Testing of samples will be in the designated lab.*
Above Rs. 02.00 lacs & upto Rs. 10.00 lacs (However, this will include the ALR cases upto Rs. 5.00 lacs)	As specified in CPWD /IRC specification / manual by the concerned division. Testing of samples will be in the Municipal Lab.	25% of works by the concerned SE (Zone). Testing of samples will be in the designated lab.*

***Designated labs**

- Sri Ram Institute for Industrial Research (SRI), Delhi
- Ministry of Micro, Small & Medium Enterprises (MSME), Okhla
- National Test House (NTH), Ghaziabad

- All low rated cases below 25% of the justification (formerly known as ALR works) above Rs. 5.00 lacs and upto Rs. 50.00 lacs shall be checked by the Quality Control Cell of MCD.
- In case of works more than Rs. 50 lacs, the selection of the Third Party Quality Assurance Agency will be done on rotational basis randomly by QC Cell. Information regarding issuance of work order will be sent to QC Cell within 5 working days of issue of work order by the concerned Ex. Engineer of the

Division. The formalities related to issue of award letter / agreement with the TPQAA / Payment to the third party etc. shall be completed by the EE of the concerned Division.

3. If the TPQAA mentioned above are not willing to carry out the 3rd party quality assurance/ audit then the following agencies can be considered as TPQAA.

1. IIT Delhi / Roorkee
2. CRRRI (In case of road work)
3. NCCBM, Ballabhgarh
4. CBRI, Roorkee
5. National Institute of Technology, Delhi
6. Jamia Millia Islamia, Delhi

The 3rd party quality audit charges in such cases shall be borne by the contractor/agency as intimated by the 3rd party.

4. In case the above mentioned TPQAAs are not willing to take up the 3rd party quality assurance / audit, then matter will be placed before Addl. Commissioner (Engg.) for deciding the checking of work by QC / CE.

5. The following modalities shall be followed strictly for inspection of work through Quality Control cell:-

- i. Testing charges for the samples lifted during the checking are to be borne by the contractor. Samples of materials lifted by QC Cell will be got tested from the designated labs.
- ii. The list of works awarded in the preceding 15 days (from 1st day of the month to 15th day of the month and from 16th day of the month to last day of the month) shall be placed before the Chief Engineer (QC), who shall decide, through lottery system, the 10% cases where sampling will be carried out in the presence of EE (QC) and EE of the concerned division and in such cases while checking of works relating to design mix concrete / nominal mix concrete, at least one sample shall be compulsorily lifted through core cutting. The lifting of core cutting sample will be done in the presence of SE (QC), SE (Zone) concerned and SE (Lab.). The core cutting and testing of samples shall be got done through designated lab and charges shall be borne by the contractor.

6. For all ALR works of CC/RMC pavement costing more than Rs. 10 lacs and upto Rs. 50 lacs, one sample through core cutting shall be mandatory. Work costing more than Rs. 50 lacs, one additional core cutting sample will be lifted for every Rs. 50 lacs or part thereof.

7. The work of Third Party Quality Assurance/Auditing (TPQAA) shall be in the form of random inspection/lifting of samples at various stages. For works costing more than Rs. 10 lacs the inspection will be carried out as mentioned below for different type of works:-

Type of work	1st Stage	2nd Stage	3rd Stage	4th Stage
Building work	Foundation level i/c CC & steel	Plinth level/ lintel level	At the time of casting of slabs	Finishing i.e. flooring/doors / tiles
Road work	Earth work/ subgrade	Completion of WBM/Wet Mix	After premix/BM	After AC/mix seal/seal coat/mastic
Drain work	At the time of fixing of levels.	During construction stage	Final stage	
RMC Pavement	At the time of preparation of base	During laying of RMC/level/ camber	Final stage	
Footpath/Central Verge i/c kerb stones/ interlocking pavers etc.	At the time of preparation of base	During fixing of kerb stones	During laying of interlocking pavers etc.	Finishing

Annexure 'A'

Contractual Cost of work	Mandatory Sampling	Third Party quality audit charges		
		RITES	CEIL	DTU
		All works	All works	All works
More than Rs. 50 lacs	As specified in CPWD/IRC specification by the concerned division. Testing of samples will be in the Municipal Lab. In addition to the mandatory sampling done by the concerned division, minimum 10% of the mandatory sampling shall be done by the TPQAA agency and testing of these samples will be in the designated lab# or in house lab of the party conducting quality audit.	1.50%+GST, but excluding Testing charges (Testing shall be conducted at MCD designated labs and testing charge shall be borne by concerned agency for works upto Rs. 300 lacs	1.5% of the contractual cost for works above Rs. 25 lacs and upto Rs. 5.00 Crores	1.5% of the contractual cost for the works above Rs. 25 lacs and upto Rs. 40 Crores
		1.5%+GST, including Testing Charges (Testing shall be conducted at MCD designated labs and testing charges shall be borne by RITES LIMITED) for works above Rs. 300 lacs (single Work Order)	1.25% of the contractual cost for works above Rs. 5.00 Crores	1.25% of the contractual cost for works above Rs.40 crore and upto Rs. 80 Crores
				1.10 % of the contractual cost for works above Rs. 80 Crores
	Sample Testing Charges i/c NDT/ core testing	For works upto Rs. 300 lacs testing charges excluding from the above rates. For works above Rs. 300 lacs testing charges including in the above rates.	Including in the above rates	Including in the above rates
Rs.10 lacs-50 lacs	As specified in CPWD/IRC specification by the concerned division. Testing of samples will be in the Municipal Lab	a) 65% of the works by Quality Control Cell Testing of samples will be in the designated lab*. b) 25% of the works by the concerned Chief Engineer. Testing of samples will be in the designated lab.* c) 10% of the works by Team comprising of SE(QC), SE(Zone) & ADOV (Vig.). Testing of samples shall be either in the designated Lab or as decided by Addl. Commissioner (Engg.) while short listing the works.		
Rs.2 lacs-10 lacs	As specified in CPWD/IRC specification by the concerned division. Testing of samples will be in the Municipal Lab	25% of works by the concerned SE. Testing of samples will be in the designated lab.		

Designated labs

- Sri Ram Institute for Industrial Research (SRI), Delhi**
- Ministry of Micro, Small & Medium Enterprises (MSME), Okhla**
- National Test House (NTH), Ghaziabad**

Bridges and culverts	Foundation level	Pier level	Steel/deck up slab	Finishing
Parks	Foundation level of B/walls	During execution of B/wall walkway	Fixing of tiles/grit wash	Steel railing

For works costing upto Rs. 10 lacs at least two inspections are mandatory preferably at 10 – 30 % progress and 70-90 % progress.

8. For the works costing between Rs. 2 and Rs. 10 lacs (including the ALR cases upto Rs. 5.00 lacs), the concerned EE of the divisions will send a consolidated list of such works every week to Quality Control Cell, who in turn will select the work for 3rd party checking. The Quality Control Cell will select randomly on fortnightly basis the 25% of the works to be checked by SE concerned of the zone and the designated lab as per the web based module.
9. Concerned EE of the division shall supply the documents i.e. work order / schedule / estimates, sketch of the work or any other documents as desired by the CE/Quality Control Cell/SE concerned of the zone acting as 3rd party, as soon as the work is initiated in order to avoid delay.
10. In case of CC Cubes, the cubes shall be casted at site and duly signed by all concerned officers present at the time of lifting & sealing of samples.
11. EE Concerned of the divisions shall ensure the compliance of the report of CE/Quality Control/SE concerned of the zone acting as 3rd party agency. On receipt of compliance report from concerned EE, QC cell will issue satisfactory work report and thereafter only EE concerned of the division shall be authorized to pass the bill.
12. If the designated labs discontinue the work, MCD shall be at liberty to terminate the contract.
13. The E-in-C or his authorized representative shall be at liberty to watch the process of sampling/testing in the lab as and when required. In case of any dispute, the decision of the E-in-C, MCD will be final and binding.
14. In all low rated cases below 25% of the justification (formerly known as ALR works), the performance security @ 10% of the amount put to tender shall be deducted / withheld from the first running bill of the agency. It will be in addition to the security deposited / deducted as per general conditions of contract. The additional performance security shall be released at the time of final bill on receipt of satisfactory work report from Quality Control / TPQAA. This performance security shall be in addition to the performance guarantee already being deposited for all works irrespective of their rates.

Saunder

Addl. Commissioner (Engg.)

Distribution:-

1. All E-in-C
2. All CEs/SEs & EEs



MUNICIPAL CORPORATION OF DELHI
OFFICE OF THE ADDL. COMMISSIONER (ENGG.)
5th Level, E1-Block, Dr. S.P.M. Civic Centre
J.N. Marg, New Delhi-110002



No. Addl. Comm. / Enngs / MCD / D-10

Dated: 08/06/2022

ADDENDUM

SUB: Change of name from SDMC / NDMC / EDMC to MCD in PRICE Software.

The following addendum is hereby circulated for necessary action:-

"The system developed by NIC for PRICE software be modified by replacing the word "**South Delhi Municipal Corporation**" (SDMC) by "**Municipal Corporation of Delhi**" (MCD). Thus, henceforth the name of SDMC / NDMC / EDMC mentioned in General Condition of Contract (GCC), Form 7 and 8, Form A32, Special Condition of Contract and or any other circular regarding GCC may be read as Municipal Corporation of Delhi (MCD) on PRICE Software."

This issues with prior approval of Competent Authority.

Addl. Commissioner (Enngs.)

All concerned.

Copy to:-

1. Commissioner
2. All Addl. Commissioners
3. All E-in-C (I), (II), (III)
4. All Chief Engineers
5. Sh. Radhey Shaym, Consultant (IT)

Addl. Commissioner (Enngs.)



**GENERAL CONDITIONS
OF
CONTRACT
FOR**

S.D.M.C. WORKS

(Based on G.C.C. of C.P.W.D. Works, 2014)

**SOUTH DELHI MUNICIPAL CORPORATION
(ENGINEERING DEPARTMENT)**

S.No.	Details	Page
1.	Guidelines for use of the Standard Form	(i)
2.	Tender Form CPWD	(ii-iv)
(i)	General Rules and Directions	1-6
(ii)	Conditions of Contract	7-9
(iii)	Clauses of Contract	10-69
(iv)	Integrity Pact	70-76
(v)	S.D.M.C. Safety Code	77-82
(vi)	Model Rules	83-88
(vii)	S.D.M.C., Contractor's Labour Regulations	89-95
(viii)	Proforma of Registers	96-113
(ix)	Sketch of Cement Godown	114
(x)	Form of Earnest Money Deposit - Bank Guarantee Bond	115
(xi)	Forms of Performance Security - Bank Guarantee Bond	116
3.	Proforma of Schedules A to F	117-122
4.	Annexure to Clause 34 (x)	123-124
5.	Annexure XVIII (Indanture for Secured Advance)	125-126

GENERAL GUIDELINES

1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders and Item rate tenders". Accordingly, alternative provisions for conditions Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (SDMC-A33) or item rate tender (SDMC-A34).
2. SDMC A-32, Schedules A to F, special conditions/specifications and drawings only will be issued to intending bidders. The standard form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender (SDMC-A-32) and Schedules A to F.
4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in SDMC-A-32 and in Schedules B to F before issue of Tender Papers.
5. The intending bidders will quote their rates in Schedule A.
6. The pro forma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers.

TENDER FORM**SOUTH DELHI MUNICIPAL CORPORATION****SDMC – A33/A34****SOUTH DELHI MUNICIPAL CORPORATION****Percentage Rate Tender/Item Rate Tender & Contract for Works**

ZONE :

CIRCLE :

DIVISION :

SUB-DIVISION :

(A) Tender for the work of :—

.....
.....
.....(i) To be submitted/uploaded by hours on to
..... upload at www.mcd.tender.com.(ii) To be opened in presence of tenderers who may be present at hours
on in the office of Issued to:

Signature of officer issuing the documents * Designation

Date of Issue:

* Note Applicable for e-tendering.

TENDER

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

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

We agree to keep the tender open for thirty/ forty five/ sixty/ ninety (30/45/60/90) days from the due date of its opening in case of single bid system / Ninety(90) days from the date of opening of technical bid in case tenders are invited on 2 bid/envelop system/ One hundred twenty(120) days from the date of opening of technical bid in case bids are invited on 3 bid/envelop system for specialised work (strike out as the case may be) and not to make any modification in its terms and conditions.

A sum of Rs. is hereby forwarded in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. / A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (~~strike out as the case may be~~). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Commissioner, SDMC or his successors, in-office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Commissioner/SDMC or the successors in office shall

TENDER FORM

SOUTH DELHI MUNICIPAL CORPORATION

without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in SDMC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

Dated

Signature of Contractor

Witness :

Postal Address

Address :

Occupation :

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs.
(Rupees.....)

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

(a)

(b)

(c)

For & on behalf of the Commissioner, SDMC.
Signatures.....

Dated:

Designation.....



SOUTH DELHI MUNICIPAL CORPORATION

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 or posted on website as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

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

3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

Applicable
for
Item
Rate
Tender
only
(SDMC
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 conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage upto two decimal only. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one. **The tender where rates quoted beyond two decimal shall be summarily rejected.**

In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all subsections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub

heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

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

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

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

**Application
for
Percentage
Rate
Tender
only
(Form
A-33)**

4 A. Application for Percentage Rate Tender only (SDMC-A33)

In case if Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A upto two decimal only, he will be willing to execute the work. The tender submitted shall be treated as invalid if:—

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

Tender, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

- 4B. In case the lowest tendered amount (estimate cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimate cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

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

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

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

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

5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the all tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification for signed copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
8. 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 of 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 tenderers shall sign a declaration under the official 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.

GENERAL RULES & DIRECTIONS**SOUTH DELHI MUNICIPAL CORPORATION**

- 9A.** Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
- 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 figure and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item (s), leaving space both in figure (s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item (s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- 10A.** In case of Percentage Rates Tenders only percentage quoted shall be considered. Any tender containing rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.
- 11.** In 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 a tender is liable to be disqualified and rejected.
- 12.** All rates shall be quoted on the tender form. 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, the word, '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.
- 12A.** In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figure as well as in words) upto two digits only at which he will be willing to execute the work. He shall also work out the total amount if his offer and the same should be written in figures as well as in words in such a way that no interpolation is

GENERAL RULES & DIRECTIONS**SOUTH DELHI MUNICIPAL CORPORATION**

Page
Rate
Tender
only

possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.

13. (i) The contractor whose bid is accepted, will be required to furnish performance guarantee of 5% (Five Per cent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at call receipt of any schedule bank/Banker's cheque of any schedule bank/Demand Draft of any scheduled bank/pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities of Fixed Deposit Receipts of Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
- (ii) The contractor whose bid is accepted will also be required to furnish either copy of the applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and Programme chart (Time and progress) within the period specified in Schedule 'F'.
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. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Corporation will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
16. The contractor shall give a list of both gazetted and non-gazetted SDMC employees related to him.
17. The tender for the work shall not be witness 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.

GENERAL RULES & DIRECTIONS**SOUTH DELHI MUNICIPAL CORPORATION**

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 Division 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 rule and orders issued thereunder from time to time. If he fails to do so, his failure will be a 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.
21. The General Rules & Directions, Conditions of Contract and the Clauses of Contract although its appendices and annexures issued earlier shall stand repealed from the day on which these Rules and Directions are issued come into force. However, already awarded contract on such date shall be governed by the same existing terms and conditions.

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 Commissioner, SDMC and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them :-
 - (i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The **Site** shall mean the land/or other places on, into or through which works 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 or 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 **Commissioner** means the Commissioner of SDMC and his successors.
 - (v) The **Engineer-in-Charge** means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Commissioner, SDMC as mentioned in Schedule 'F' hereunder.
 - (vi) **SDMC or Corporation** shall mean the South Delhi Municipal Corporation.
 - (vii) The terms **Municipal Engineer** means Engineer-in-Chief include Chief Engineer of the Zone.
 - (viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
 - (ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government/Corporation, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Corporation of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Corporation'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 overhead and profits Provided that no extra overheads and profits shall be payable on the part(s) by the contractor as per terms of the contract.
- (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 government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- (xii) **Department** means SDMC or any department of SDMC which invites tenders on behalf of Commissioner, SDMC as specified in schedule 'F'.
- (xiii) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- (xiv) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over the site, whichever is later, in accordance with the phasing if any, as indicate in the tender document.
- (xv) **GST** shall mean Goods and Service Tax-Central, State and Inter State.

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 publisher documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

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 recognized principles.

Sufficiency of Tender

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

CONDITIONS OF CONTRACT**SOUTH DELHI MUNICIPAL CORPORATION****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 to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or drawings, the following order of preference shall be observed :—
- (i) Description of Schedule of Quantities.
 - (ii) Particular Specification and Special Condition, if any.
 - (iii) Drawings.
 - (iv) CPWD Specifications.
 - (v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

9. The successful tenderer/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 SDMC Form as mentioned in Schedule 'F' consisting of :—
 - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.
 - (b) SDMC, Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by SDMC or its contractors.
 - (d) SDMC Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
 - (iii) No payment for the work done will be made unless contract is signed by the contractor.

Tender Cost

10. The contractor/firm is liable to pay the tender cost for each tender downloaded from e-tendering website irrespective the bid is submitted or not by the contractor/firm.
11. In case of any dispute in regard to contract, only the court at Delhi will have the jurisdiction.

CLAUSES OF CONTRACT

CLAUSE 1

**Performance
Guarantee**

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Corporation as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Corporation to make good the deficit.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and Services/other work, then 2.5% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- i) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Commissioner, SDMC is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :—
- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay Commissioner, SDMC any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Commissioner, SDMC.
- (v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional

Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer-in-Charge with the approval of Project Manager/Chief Project Manager/Superintending Engineer. After recording of the provisional Completion Certificate for the work by the competent authority, the 90% of performance guarantee shall be returned to the contractor, without any interest.

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

CLAUSE 1 A

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Corporation at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Corporation by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Corporation as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Corporation to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Corporation 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 fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

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

Note-2: Government Securities will include all forms of Securities except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

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

CLAUSE 2**Compensation
for Delay**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per the clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clause 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Corporation on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

- | | | |
|-----|-------------------|---------------------------------|
| (I) | Compensation | @ 1 % per month of delay |
| | for delay of work | to be computed on per day basis |

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 Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action

by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

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

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

**Compensation
for delay**

Clause 2 A for Maintenance works estimated cost up to Rs. 25 Lacs

If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the work remains incomplete in the following manners.

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

Compensation for delay of work

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

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

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

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this contract but levy of compensation shall be for days the progress in behind the schedule on date of determination, as assessed by the authority in Schedule F. The compensation for delay, if not decided before the determination of contract shall be decided after determination of contract. The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Government.

CLAUSE 3

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

- IV. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- V. If the contractor shall offer or give or agree to give to any person in service of Corporation 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 forbore to do any act in relation to the obtaining or execution of this or any other contract for Corporation.
- VI. If the contractor shall enter into a contract with Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- VII. If the contractor had secured the contract with Corporation as a result of wrong tendering or other non-bona fide methods of competitive tendering or commits breach of Integrity Agreement.
- VIII. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- IX. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- X. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- XI. If the contractor assigns, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Commissioner, SDMC shall have powers:

- a) To determine the contract as aforesaid so far as performance of work by the contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Corporation.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

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

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

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

CLAUSE 4

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

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor. clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

**Time and
Extension for
Delay**

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Corporation without prejudice to any other right or remedy available in law.

5.1 As soon as possible but within twenty one days of award of work and in consideration of

- a) Schedule of handing over of site as specified in the Schedule 'F'
- b) Schedule of issue of designs as specified in the Schedule 'F'

- (iv) The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall

be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, 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 programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'

- (v) In case of non-submission of construction programme by the contractor the program approved by the Engineer-in-Charge shall be deemed to be final.
- (vi) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
- (vii) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-Charge on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing up to Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per week or part basis in case of delay in submission of the monthly progress report.

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

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (i) 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 are the responsibility of Corporation to supply or
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by Corporation or
- i) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control,

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge for entry in the hindrance register (physical or web-based as prescribed in schedule F) but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2

- 5.3 In case the work is hindered by any reasons, in the opinion of the contractor, by the Department or for someone for whose action the Department is responsible, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non-application by the contractor for extension of time Engineer-in-Charge after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

- 5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones (Appendix-XVII) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

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

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

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

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

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

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking 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 materials with which the same was executed.

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

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over 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. One lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. One lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, 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 contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 30th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the

Engineer-in-Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order. The payment of passed bills will be subject to availability of funds in particular head of account from time to time in SDMC. Payment of bills shall be made strictly on Queue basis i.e. first the past liabilities will be cleared and after that the release of payment for passed bills be in order of the demand received at HQ under particular head of accounts. No interest shall be payable to the contractor in case of delay in payment on account of non-availability of funds in the particular head of account of SDMC.

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

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

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill to be submitted by the contractor within 10 days of the interim payment.

Payments in composite Contracts

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

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate

contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

CLAUSE 7A

No running account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board whatever applicable are submitted by the contractor to the Engineer-in-Charge.

CLAUSE 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 this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A

Contractor to
Keep site Clean

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

CLAUSE 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) 2005 and (Part-II External) 1994 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 of 0.1 % of Tendered Value or limit prescribed in Schedule-F whichever is more as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.

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

CLAUSE 9

Payment of
Final Bill

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

- | | |
|--|----------|
| (i) If the Tendered value of work is up to Rs. 45 lac : | 2 months |
| (ii) If the Tendered value of work is more than 45 and up to Rs. 2.5 Crore : | 3 months |
| (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : | 6 months |

However, the payment of passed bills will depend on availability of funds in particular head of account from time to time in SDMC. Payment of bills shall be made strictly on Queue basis i.e. first the past liabilities will be cleared and after that the release of payment for passed bills will be in order of the demand received at HQ under particular head of account. No interest shall be payable to the contractor in case of delay in payment on account of non-availability of funds in the particular head of accounts of SDMC.

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

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

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

**Materials
supplied by
Corporation****CLAUSE 10**

Materials which Corporation 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 finalize the programme 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 of 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 programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days 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 made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or 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 CPWA Code) all stores/materials so supplied to the contractor or procured with the assistance of the Corporation shall remain the absolute property of Corporation 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 or his authorized agent. Any such stores/materials remaining unused shall be returned to 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 specified 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 not 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 Corporation for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the 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 Corporation 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 materials and stores 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 material 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**Materials to be provided by the Contractor**

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

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

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

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

CLAUSE 10B**Secured
Advance on
Non-perishable
Material**

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

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 material. 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 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bonds not more than 6 in number from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Provided always that provision of Clause 10B(ii) shall be applicable only when so provided in 'Schedule F'.

**Plant
Machinery &
Shuttering
Material
Advance**

(iii) An advance for plant, machinery & shuttering material 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 expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the tender value. 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 the 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 and equipment of a value less than Rs. 50,000/- Seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. Engineer in Charge, and
3. The contractor.

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 working order and are maintained in working order; (c) hypothecated to the Corporation 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 insurer will be borne by the contractor.

(iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors 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 up to the date of recovery of the instalment.

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

CLAUSE 10C**Payment on
Account of
Increase in
Prices/Wages
due to
Statutory
Order(s)**

If after submission of the tender, the price of any material incorporated in the works(excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any variation of rate in GST applicable on such materials considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works(excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Corporation shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

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

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

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

CLAUSE 10CA

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

If after submission of the tender, the price of materials specified in Schedule F increases/decreases beyond the base price(s) as indicated in Schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause

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

The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

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

Adjustment for component of individual material

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

where,

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

P = Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in Schedule "F".

For Projects and Original Works:

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

For Maintenance Works:

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

Clo = Price Index for cement, steel reinforcement bars, structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.

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

Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost).

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

(ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

(iii) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

(iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.

(v) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.

CLAUSE 10CC

**Payment due to
increase/
decrease in
Prices/Wages
(excluding**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that

materials covered under clause 10 (CA) after Receipt of Tender for Works

that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions :—

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as below :
 - (a) Gross value of work done up to this quarter : (A)
 - (b) Gross value of work done up to the last quarter : (B)
 - (c) Gross value of work done since previous quarter (A-B) (C)
 - (d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter (D)
 - (e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter : (E)
 - (f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)
 - (g) Advance payment made during this quarter: (G)
 - (h) Advance payment recovered during this quarter: (H)
 - (i) Advance payment for which escalation is payable in this Quarter: (I)
 - (j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)

$$\text{Then, } M = C + F + I - J$$

$$N = 0.85 M$$

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

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

Cost of work for which escalation is applicable: $W = N - (K + L)$

- (iii) Components for materials (except cement, reinforcement bars, structural steel POL or other materials covered under clause 10 CA) 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 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

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

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

$$V_m = W \times \frac{X_m}{100} \times \frac{M_i - M_o}{M_o}$$

CLAUSES OF CONTRACT

SOUTH DELHI MUNICIPAL CORPORATION

- Vm = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.
- Xm = Component of 'materials' (except cement, structural steel, reinforcement bars POL and other materials covered under clause 10CA) expressed as percent of the total value of work.
- MI = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost.
- Mlo = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items.

*Note : relevant component only will be applicable.

- (v) The following principles shall be followed while working out the indices mentioned in para (iv) above.
- (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
- (b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such instalment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.
- (vi) The compensation for escalation for labour shall be worked out as per the formula given below :—

$$Y = \frac{LI - Llo}{Llo}$$

$$VL = W \times \frac{\quad}{100} \times \frac{\quad}{Llo}$$

VL : 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 expressed as a percentage of the total value of the work.

Ll : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost.

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

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

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

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials 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 rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

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

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

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

(ix) Provided always that :—

- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.
- (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

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

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

CLAUSE 10D

Dismantled
Material
Corporation
Property

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

CLAUSE 11

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

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

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

CLAUSE 12

Deviations/
Variations
Extent and
Pricing

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall

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

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

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

Deviation, Extra items and Pricing

12.2 A. For Project and original works:

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, which shall include invoices vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer-in-Charge shall be binding and the Engineering-in-Charge shall within prescribed time limit of the 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 the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved.

The prescribed time limits for finalizing rates for extra item(s), substitute item(s) and deviated quantities of contract items is within 30 days after submission of proposal by the contractor without observation of the Engineering-in-charge.

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:

In the case of Extra item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

Deviation, Substituted Items, Pricing

A. For Project and original works:

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

(a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

B. For Maintenance works including works of up-gradation, aesthetic, special repair, addition/alteration :

In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates at Agreement rate/Market rate whichever is lower.

A. For Project and original works :

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, 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, the Engineer-in-Charge shall within prescribed time limit 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 the contractor shall be paid in accordance with the rates so determined.

B. For Maintenance works including works of up-gradation, aesthetic, special repair, addition/alteration :

In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates specified in the schedule of quantities.

The prescribed time limits for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items are as under :

- (i) If the Tendered value of work is up to Rs. 45 lac : 30 days.
- (ii) If the Tendered value of work is more than 45 and up to Rs. 2.5 Crore : 45 days.
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 60 days.

12.3 A. For Project and original works :

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration:

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the 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 and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits.**12.5** For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract :

- (i) For Buildings : All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.
- (ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures : All works up to 1.2 meters above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.
- (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- (vi) 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 said schedule of rates, as the case may be. *Nothing extra shall be admissible for such operations.*

CLAUSE 13

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

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

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

(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

(ii) Corporation 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 Corporation 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 Corporation, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

(iii) If any materials supplied by Corporation are rendered surplus, the same except normal wastage shall be returned by the contractor to Corporation 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 Corporation stores, if so required by Corporation, 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.

(vi) 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 Corporation as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Corporation from the contractor under the terms of the contract.

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

CLAUSE 14

Carrying out part work at risk & cost of contractor

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
 - (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

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

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Corporation because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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

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

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

CLAUSE 15

Suspension of Work

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

thereof for any of the following reasons:

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof

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

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

- (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension Plus 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Corporation or where it affects whole of the works, as an abandonment of the works by Corporation, 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 Corporation, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 15 A

Compensation
in case of
Delay of
Supply of
Material by
Govt.

The contractor shall not be entitled to claim any compensation from Corporation for the loss suffered by him on account of delay by Corporation in the supply of materials in schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Corporation.

This clause 15 A will not be applicable for works where no material is stipulated

CLAUSE 16

Action in case
work not done
as per
Specifications

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

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

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of an account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items

CLAUSES OF CONTRACT

SOUTH DELHI MUNICIPAL CORPORATION

rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17

**Contractor
Liable for
Damages,
defects during
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 kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

CLAUSE 18

**Contractor to
Supply Tools &
Plants etc.**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work; whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is

entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18 A

Recovery of
Compensation
paid to
Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Corporation is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Corporation will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Corporation under sub-section (2) of Section 12, of the said Act, Corporation 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 Corporation to the contractor whether under this contract or otherwise. Corporation shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Corporation full security for all costs for which Corporation 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, Corporation is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the SDMC Contractor's Labour Regulations, or under the Rules framed by Corporation from time to time for the protection of health and sanitary arrangements for workers employed by SDMC Contractors, Corporation 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 Corporation under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Corporation 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 Corporation to the contractor whether under this contract or otherwise Corporation 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 Corporation full security for all costs for which Corporation might become liable in contesting such claim.

CLAUSE 19

Labour Laws to
be complied by
the Contractor

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

Inter-State Migrant Workmen (Regulation of Employee and Conditions of Service) Act, 1979. He shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

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

CLAUSE 19A

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

CLAUSE 19B**Payment of
Wages****Payment of Wages**

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the SDMC Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the South Delhi Municipal Corporation contractor's Labour Regulations made by Corporation from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the

CLAUSES OF CONTRACT

SOUTH DELHI MUNICIPAL CORPORATION

sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

(vi) The contractor shall indemnify and keep indemnified Corporation against payments to be made under and for the observance of the laws aforesaid and the SDMC 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 SDMC 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 for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Corporation, 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 or cause to be complied with all the rules framed by Corporation from time to time for the protection of health and sanitary arrangements for workers employed by the South Delhi Municipal Corporation and its contractors.

CLAUSE 19F

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

1. Leave :

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

2. Pay :

- (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave :

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

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

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the South Delhi Municipal Corporation, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Corporation a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 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 SDMC Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

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

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

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

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

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

- (ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

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

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

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

- (iii) **Water Supply** - The contractor(s) shall provide adequate supply of water for the use of 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 river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipelines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

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

- (v) **Disposal of Excreta** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of 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 contractor shall provide one sweeper for every eight seats in case of dry system.

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

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

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

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

CLAUSE 19J

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

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

CLAUSE 19K

Employment of skilled/semi skilled workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total

CLAUSES OF CONTRACT**SOUTH DELHI MUNICIPAL CORPORATION**

skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

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

For work costing more than Rs. 50 crores, and upto Rs. 100 crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 10% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

For work costing more than Rs. 100 crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

**Contribution of
EPF and ESI****CLAUSE 19L**

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The applicable and eligible amount of EPF&ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

**Minimum
Wages Act to
Complied with****CLAUSE 20**

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 from time to time.

**Work not to be
sublet. Action
in case of
Insolvency****CLAUSE 21**

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

CLAUSES OF CONTRACT

SOUTH DELHI MUNICIPAL CORPORATION

or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Commissioner, SDMC shall have power to adopt the course specified in Clause 3 hereof in the interest of Corporation and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

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

CLAUSE 23

Changes in
firm's
Constitution to
be intimated

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

CLAUSE 24

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

CLAUSE 25

Settlement of
Disputes &
Arbitration

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

- (i) If the contractor considers any work demanded of him or denied to it to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such

CLAUSES OF CONTRACT

SOUTH DELHI MUNICIPAL CORPORATION

dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

- (ii) If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC) present his case to the court of law within the jurisdiction of Delhi.

CLAUSE 26

Contractor to
Indemnify
Govt. against
Patent Rights

The contractor shall fully indemnify and keep indemnified the Commissioner, SDMC 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 Corporation 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 Commissioner, SDMC if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

Lump sum
Provisions in
Tender

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

CLAUSE 28

Action where
no
Specifications
are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29

**Withholding
and lien in
respect of sum
due from
contractor**

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Corporation will be kept withheld or retained as such by the Engineer-in-Charge or Corporation till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Corporation 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) Corporation shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Corporation to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Corporation to the contractor, without any interest thereon whatsoever.

Provided that the Corporation 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 Corporation or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Corporation 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 Corporation 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 Corporation will be kept withheld or retained as such by the Engineer-in-Charge or the Corporation or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30

**Employment of
coal mining or
controlled area
labour not
permissible**

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

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

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

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

Explanation :— Controlled Area means the following areas :

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankura, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

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

**Departmental
water supply,
if available**

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

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

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

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

CLAUSE 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 Corporation either by issue from Corporation stocks or purchase made under

orders or permits or licenses issued by Corporation, 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 Corporation and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price 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 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 action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Corporation for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

**Hire of Plant
& Machinery****CLAUSE 34**

(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 Corporation over and above the T&P stipulated for issue, the Corporation 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 hereunder 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 for which 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 up to and inclusive of the date of the return in good order even though the same may not have been working for any cause 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 of 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 approved 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 charges (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 authorized 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 days 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 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 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 extent 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 Corporation 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 Corporation though 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 likes including hiring out to a third party.

CLAUSE 35

**Condition
relating to use
of asphaltic
materials**

(i) The contractor undertakes to make arrangement 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 authorized changes of specifications 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 contractors. Although the materials are hypothecated to Corporation, 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.

CLAUSE 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 all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

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

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of

measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 37

Levy/Taxes
payable by
Contractor

(i) GST, Building and other construction Workers Welfare Cess or any other tax, levy of Cess in respect of input for or output by this contract shall be payable by the contractor and Corporation Shall not entertain any claim whatsoever in this respect except as provided under clause 38

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, Cess or the like becomes payable by the Corporation of India and does not any time become

CLAUSES OF CONTRACT

SOUTH DELHI MUNICIPAL CORPORATION

payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Corporation of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 38

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

- (i) All tendered rates shall be inclusive of any tax and levy or Cess applicable on last stipulated date of receipt of tender including extensions if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and other construction workers welfare Cess or any tax, levy or Cess applicable on inputs. However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or Cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that for Building and Other construction Workers Welfare Cess or any tax (other than GST), levy or Cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increase amount of taxes/levies/Cess. Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under clause 5 in Schedule 'F'.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Corporation and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or Cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 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 Commissioner, SDMC shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40

If relative working in CPWD then the contractor not allowed to

The contractor shall not be permitted to tender for works in the SDMC circle (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also

tender

intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the SDMC or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in SDMC for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 41

No Group-A or Group-B Engineer to work as Contractor within one year of retirement

No Engineer of Group A or Group B employed in Engineering or Administrative duties in an Engineering Department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from Corporation service without the previous permission of Corporation of India 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 Corporation as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 42

Return of material & recovery for excess material used

(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 Corporation 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 authorized by Engineer-in-Charge, including authorized lappings, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.

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

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

(ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized 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 Corporation to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 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 damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer up to Rs.5,000/- and by the Superintending Engineer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

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

CLAUSE 44

Apprentices
Act provisions
to be complied
with

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

CLAUSE 45

Release of
Security
Deposit after
labour
clearance

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

INTEGRITY PACT

SOUTH DELHI MUNICIPAL CORPORATION

INTEGRITY PACT

To,

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

Sub: NIT No. for the work

Dear Sir,

It is hereby declared that SDMC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully

Executive Engineer

INTEGRITY PACT

To,
Executive Engineer,

.....
.....

Subject :— Submission of Tender for the work of

Dear Sir,

I/We acknowledge that SDMC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT

SOUTH DELHI MUNICIPAL CORPORATION

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Commissioner, SDMC represented through Executive Engineer,

.....
(Name of Division)

SDMC, (Hereinafter referred as the
(Address of Division)

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

AND

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

through (Hereinafter referred to as the
(Details of duly authorized signatory)

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

Preamble

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

.....
(Name of work)
hereinafter referred to as the "Contract".

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

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

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

Article 1 : Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles :

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Corporation/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly bidder(s) / contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

Article 3 : Consequences of Breach

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

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

Article 4 : Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/Municipal Corporation/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6 : Duration of the Pact

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

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

Article 7 : Other Provisions

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

Article 8 : LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both

INTEGRITY PACT

SOUTH DELHI MUNICIPAL CORPORATION

the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

WITNESSES :

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

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

WITNESSES :

1.
(signature, name and address)

2.
(signature, name and address)

Place :

Dated :

S.D.M.C. SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside end ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least ¼" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of 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 precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a)Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 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 or undercutting shall be done.

(b) Safety Measures for digging bore holes :—

- (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse.
 - (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer-in-Charge of the work;
 - (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling. flags shall be put 50m around the point of drilling to avoid entry of people;
 - (iv) After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
 - (v) After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump.
 - (vi) After the bore well is drilled the entire site should be brought to the ground level
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned :—

The following safety equipment shall invariably be provided.

- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- iii) Those engaged in welding works shall be provided with welder's protective eye-shields.

- iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :—
 - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres 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 step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The 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 regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. An additional clause (viii)(i) of South Delhi Municipal Corporation Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

- iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of SDMC.
 - viii) SDMC 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 equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :—
- i) (a) These shall be of good mechanical construction, sound materials and adequate.
(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 hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which

are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**Models Rules for the Protection of
Health and Sanitary Arrangements for Workers
Employed by South DMC or its Contractors**

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of Central Public Works Department/ PWD (DA) in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

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

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain
 - a) For work places in which the number of contract labour employed does not exceed 50-the following equipment :—

Each first-aid box shall contain the following equipments :—

- 1. 6 small sterilized dressings.
 - 2. 3 medium size sterilized dressings.
 - 3. 3 large size sterilized dressings.
 - 4. 3 large sterilized burn dressings.
 - 5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
 - 6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - 7. 1 snakebite lancet.
 - 8. 1 (30 gms) bottle of potassium permanganate crystals
 - 9. 1 pair scissors.
 - 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 - 11. 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
 - 12. Ointment for burns.
 - 13. A bottle of suitable surgical antiseptic solution.
- b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments :—
 - 1. 12 small sterilized dressings.
 - 2. 6 medium size sterilized dressings.

3. 6 large size sterilized dressings.
4. 6 large size sterilized burn dressings.
5. 6 (15 gms) packets sterilized cotton wool.
6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
13. A bottle containing 100 tablets (each of 5 gms) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

- (iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (i) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works, First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (ii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

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

- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

1. WASHING FACILITIES

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

6. LATRINES AND URINALS

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

Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting 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 sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta :— Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of

waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

- (i) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm (6sqft) per head.

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

8. CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one ayah to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be 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 arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent 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 metre (10 sqft) per diner to be accommodated as prescribed in sub-Rule 9.
- (xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
(b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiii) (a)1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
(b)1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit. No loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely :—
(a) The rent of land and building.
(b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
(c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
(d) The water charges and other charges incurred for lighting and ventilation.
(e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.

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

10. ANTI-MALARIAL PRECAUTIONS

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

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

12. AMENDMENTS

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

S.D.M.C. Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the SDMC Contractors Labour Regulations

2. DEFINITIONS

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

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

- ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- iv) Wages shall have the same meaning as defined in the Payment of Wages Act.
3. (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- (iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
- b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day

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

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

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

1. PAYMENT OF WAGES

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- vii) All wages shall be paid through bank or ECS or online transfer in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.

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

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

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

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

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

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

(e) Any other deduction which the Central Government/Corporation may from time to time allow.

- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

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

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

(iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

(v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

- (i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- (iv) Register of accident :— The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars :

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

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

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

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

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

8. ATTENDANCE CARD-CUM-WAGE SLIP

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

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS

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

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the

default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

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

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

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

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSIONS OF RETURNS

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

18. AMENDMENTS

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

PROFORMA OF REGISTERS**SOUTH DELHI MUNICIPAL CORPORATION****REGISTER OF MATERNITY BENEFITS (Clause 19F)**

Name and address of the contractor

Name and location of the work

Name of the Father's/husband's Nature of employment Period of actual employment Date on which Employee name 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

**SPECIMEN FORM OF THE REGISTER, REGARDING
MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR
IN SOUTH DELHI MUNICIPAL CORPORATION WORKS.**

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

PROFORMA OF REGISTERS**SOUTH DELHI MUNICIPAL CORPORATION****LABOUR BOARD**

Appendix 'III'

Name of Work

Name of Contractor

Address of Contractor

Name and address of SDMC Division

Name of SDMC Labour Officer

Address of SDMC 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

PROFORMA OF REGISTERS**SOUTH DELHI MUNICIPAL CORPORATION**

Appendix "VII"

Wage Card No.

WAGE CARD

Name and address of contractor..... Date of issue.....

Name and location of work..... Designation :.....

Name of workman..... Month/Fortnight.....

Rate of Wages

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

Morning

Rate

Evening

Amount

Initial

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

Signature

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

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

WAGES SLIP

Name and Address of contractor

Name and Father's/husband's name of workman

Nature and location of work

For the Week/Fortnight/Month ending

1. No. of days worked

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

3. Rate of daily wages/piece rate

4. Amount of overtime wages

5. Gross wages payable

6. Deduction, if any

7. Net amount of wages paid

Initials of the contractor or his representative

PROFORMA OF REGISTERS**SOUTH DELHI MUNICIPAL CORPORATION**

Appendix 'VIII'

Form-XIV
[See rule 76]**EMPLOYMENT CARD**

Name and Address of contractor

Name and address of establishment under which contract is carried on

Name of work and location of work

Name and address of Principal Employer

1. Name of the workman

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

3. Nature of employment/designation

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

5. Wage period

6. Tenure of employment

7. Remarks

Signature of contractor

PROFORMA OF REGISTERS**SOUTH DELHI MUNICIPAL CORPORATION**

Appendix 'IX'

**Form-XV (See Rule 77)
SERVICE CERTIFICATE**

Name and address of contractor

Nature and location of work

Name and address of workman

Age or date of birth

Identification marks

Father's Husband's Name

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

Name and address of Principal Employer

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

Signature

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

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

PROFORMA OF REGISTERS**SOUTH DELHI MUNICIPAL CORPORATION****APPENDIX 'XV'****Notice for appointment of Arbitrator
[Refer Clause 25]**

To

The Chief Engineer/Engineer-In-Chief

(Zone)

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below :

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant
(only the person/authority
who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully,

(Signatures)

Copy in duplicate to :

1. The Executive Engineer,
..... Division.

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

1. Name of contractor:
2. Name of work as given in the agreement:
3. Agreement no.:
4. Estimated amount put tender:
5. Date of commencement of work as per agreement:
6. Period allowed for completion of work as per agreement:
7. Date of completion stipulated in agreement:
8. Rescheduling of milestones done previously:

Milestone No. Already Rescheduled	EE's Letter No. and Date	Rescheduling Of Milestones Done	
		Original Date	Rescheduled Date
(A) 1st Milestone			
(B) 2nd Milestone			

Rescheduling of Milestone applied for :

Milestone No. for which Rescheduling is applied	Original/Rescheduled Date	Details and Period of Hindrances	Comments of Executive Engineer	Proposed Rescheduled Date of
(A) 1st Milestone				
(B) 2nd Milestone				

Submitted to the Sub Divisional Officer

Signature of Contractor
Dated

APPENDIX - XVII (Refer Clause 5)**FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING
EXTENSION OF TIME**

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

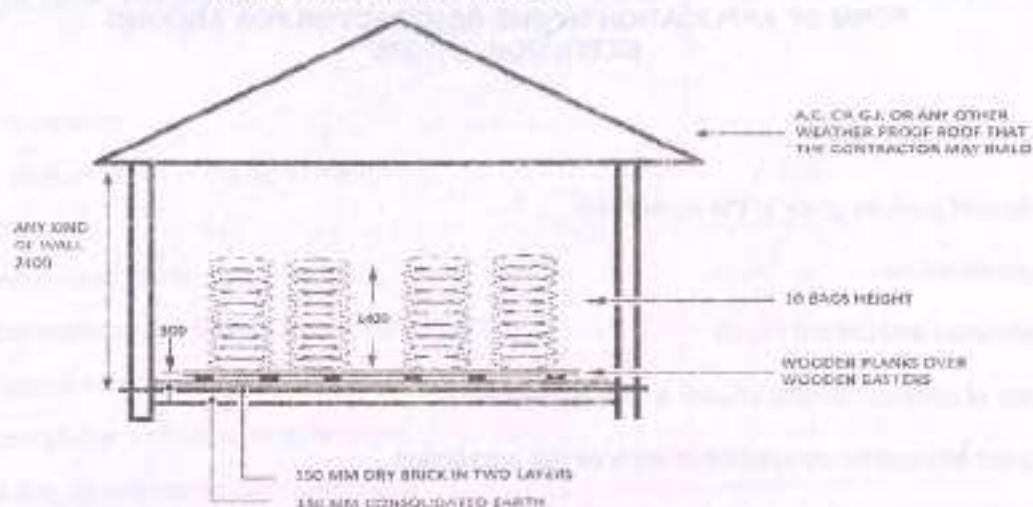
	Letter no. and date	Extension granted	
		Months	Days
	(a) 1 st extension.....		
	(b) 2 nd extension		
	(c) 3 rd extension.....		
	(d) 4 th extension.....		
	(e) Total extension previously given		

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3)

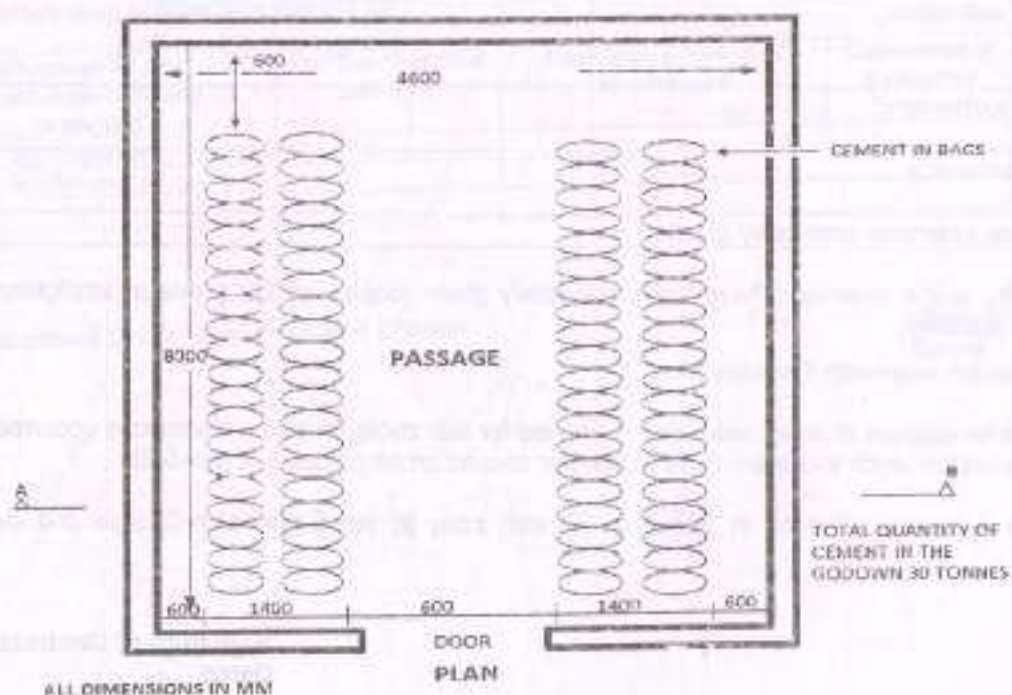
Submitted to the Authority indicated in Schedule 'F' with copy to the Engineer-in-Charge and Sub Divisional Officer

Signature of Contractor
Dated

SKETCH OF CEMENT GODOWN



SECTION AB



ALL DIMENSIONS IN MM

**FORM OF EARNEST MONEY DEPOSIT
BANK GUARANTEE BOND****SOUTH DELHI MUNICIPAL CORPORATION****Form of Earnest Money Deposit
Bank Guarantee Bond**

WHEREAS, contractor (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20... THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;
 - OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor;
 - OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor;
 - OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

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

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

DATE
BANK

SIGNATURE OF THE

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 90 for single bid works and 120 days for two days bid system from last date of receipt of tender.

**FORM OF PERFORMANCE SECURITY
BANK GUARANTEE BOND**

SOUTH DELHI MUNICIPAL CORPORATION

**Form of Performance Security (Guarantee)
Bank Guarantee Bond**

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

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

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

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

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

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

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

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

8. This guarantee shall be valid up to unless extended on demand by the Corporation. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for (indicate the name of the Bank)

PROFORMA OF SCHEDULES

(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)
(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

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

SCHEDULE 'C'

Tools and plants to be hired to the contractor

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

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work:

Estimated cost of work : Rs.

- (i) Earnest Money : Rs. (to be returned after receiving performance guarantee)
- (ii) Performance Guarantee : 5% of tendered value
- (iii) Security Deposit : 2.5% of tendered value

Or

2.5% of tendered value plus 2.5% of PG for contracts involving maintenance of the building and services/ other work after construction of same building and services/ other work

SCHEDULE 'F'

GENERAL RULES
& DIRECTIONS

Officer inviting tender
Maximum percentage for quantity of items of work
to be executed beyond which rates are to be
determined in accordance with Clauses 12.2 & 12.3;

PROFORMA OF SCHEDULES A TO F

SOUTH DELHI MUNICIPAL CORPORATION

Definitions:

2(v) Engineer-in-Charge

2(vii) Accepting Authority

2(x) Percentage on cost of materials and

Labour to cover all overheads and profits:

15%

2(xi) Standard Schedule of Rates

2(xii) Department

9(ii) Standard SDMC Contract Form

SDMC Form A-33/A-34 modified & Corrected

up to

Clause 1

- (i) Time allowed for submission of Performance Guarantee, programme chart (time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare Board or proof of applying thereof from the date of issue of letter of acceptance days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above *** days*
*** (1 to 15 days to be filled by NIT approving authority)

Clause 2

Authority for fixing compensation under clause 2

Clause 2A

Whether Clause 2A shall be applicable

Yes / No

Applicable clause 2/ clause 2A

Clause 5

Schedule of handing over the site.

Applicable clause 5/ clause 5A

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

Schedule of Issue of Designs.

Part	Portion of design	Description	Time period issue of design reckoned from date of receipt of tender
Part A	Portion already included in NIT		
Part B-1	Portions of Architectural Designs to be issued		
Part B-2	Portions of Civil Designs to be issued		
Part B-3	Portions of E&M designs to be issued		

PROFORMA OF SCHEDULES A TO F

SOUTH DELHI MUNICIPAL CORPORATION

Clause 5.2

Nature of Hindrance Register (either Physical or Electronic)

Clause 5.4

Schedule of rate of recovery for delay in submission of the modified programme in terms of delay days

S.No.	Contract Value	Recovery (Rs.)
I.	Less than or equal to Rs. 1 crore	500
II.	More than Rs. 1 Crore but less than or equal to Rs. 5 Crore	1000
III.	More than Rs. 5 Crore but less than or equal to Rs. 20 Crores	2500
IV.	More than Rs. 20 Crores	5000

Number of days from the date of issue of letter of acceptance for reckoning date of start

..... days

Mile stone(s) as per table given below :-

S.No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestones
1			
2			
3			
4			

Time allowed for execution of work

..... Months.

Authority to decide :

- Extension of time (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- Rescheduling of mile stones (Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite contracts, as the case may be)
- Shifting of date of start in case of delay in handing over of site (Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)

Clause 6, 6A

Clause applicable - (6 or 6A)

- For works having estimated cost more than Rs. 15 lacs - Clause 6A
- For works having estimated cost Rs. 15 lacs or less - Contractor's option either of Clause 6 or Clause 6A (to be exercised at Tender Submission)

Clause 7

Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

Rs.

Clause 7A

Whether Clause 7A shall be applicable

Yes/No

Clause 8 B

- This shall not apply for maintenance or up gradation contracts not involving any services.
- For other works, the limit shall be as below :

S.No.	Contract Value	Limit (Rs.)
I.	Less than or equal to Rs. 1 crore	2000
II.	More than Rs. 1 Crore but less than or equal to Rs. 5 Crore	5000
III.	More than Rs. 5 Crore but less than or equal to Rs. 20 Crores	25000
IV.	More than Rs. 20 Crores	50000

PROFORMA OF SCHEDULES A TO F

SOUTH DELHI MUNICIPAL CORPORATION

Clause 10A

List of testing equipment to be provided by the contractor at site isb:

1. 2. 3.
4. 5. 6.

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable

Yes / No

Clause 10C

Component of labour expressed as percent of value of work = %

Clause 10CA

S.No.	Material covered under this clause	Nearest Materials (other than cement*, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price and its corresponding period of all Materials covered under clause 10 CA**
1			
2			
3			
4			

* includes Cement component used in RMC brought at site from outside approved RMC plants, if any

**Base price and its corresponding period of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period (Modified vide OM DG/CON/260 dt. 27.02.2012)

Clause 10CC

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column ~ 12 months

Schedule of component of other Materials, Labour, etc. for price escalation.

Component of civil (except materials covered under clause 10CA) /Electrical construction Materials expressed as percent of total value of work - Xn %

Component of Labour - expressed as percent of total value of work. Y %

Note : Xn..... % should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)

Clause 11

Specifications to be followed for execution of work

Clause 12

Type of work

***To be filled by NIT approving authority either Project and original work or Maintenance works including works of up-gradation, aesthetic, special repair, addition/ alteration in buildings.

The items related to road work like up-gradation/ improvement of footpath & central verge, improvement of carriage way by patch repair or annual/periodical repairs of road surface and A/R & M/O works pertaining to road shall be treated as maintenance work.

New road construction works and the strengthening of road surface shall be considered as original works. (Modified vide OM DG/CON/270 dt. 11.06.2012)

12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work

12.5

(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work except items mentioned in earth work sub head in DSR and related items)

(ii) Deviation Limit for items mentioned in earth Work sub head of DSR and related items.

Clause 16

Competent Authority for deciding reduced rates

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site -

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

Clause 25

Constitution of Dispute Redressal Committee (DRC)

Chairman -

Member -

Member -

Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Expenditure	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figure	Words
1							
2							
3							
4							
5							

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

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

Clause 42

(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates

..... printed by C.P.W.D

(ii) Variations permissible on theoretical quantities

(a) Cement

For works with estimated cost put to tender not more than Rs. 5 lakh.

3% plus/minus.

For works with estimated cost put to tender more than Rs. 5 lakh.

2% plus/minus.

(b) Bitumen All Works

2.5% plus & only & nil on minus side.

(c) Steel Reinforcement and structural steel sections for each diameter, section and category

2% plus/minus

(d) All other materials

Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond Permissible variation	Less use beyond permissible variation
1.	Cement		
2.	Steel Reinforcement		
3.	Structural Sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price		

Annexure to clause 34 (x) showing quantities of materials of areas of surfacing to be considered for working out minimum period for which hire charges of road roller are to be recovered.

Sr. No.	Material of surfacing	Quantity or area
1.	Consolidation of earth sub grade	1660 sqm
2.	Consolidation of stones soling 15 cm to 22.5 cm thick	170 cu.m
3.	Consolidation of brick soling 10 cm to 20 cm thick	230 cu.m
4.	Consolidation of wearing coat of stone ballast 7.5 cm to 11.5 cm thick	30 cum
5.	Consolidation of wearing coat of brick ballast 10cm, thick	60 cum
6.	Spreading and consolidation of red bajri 6 mm	1660 sqm
7.	Painting one coat using stone aggregate 12.5 mm nominal size (a) @ 1.65 m ³ per 100 m ² and paving bitumen A-90 or S-90 @ 2.25 kg per sqm or (b) @ 1.50 m ³ per 100 m ² and bitumen emulsion or Road tar @ 2.25 Kg per sqm	930 sqm
8.	Painting two coats using:- (a) For first coat, stone aggregate 12.5 mm nominal size: (i) @ 1.50m ² per 100m ² with paving bitumen A-90 or S-90 @ 2 Kg per sqm OR (ii) @ 1.35m ³ per 100m ² with bitumen emulsion @ 2 Kg per sqm OR (iii) @ 1.25m ³ per 100m ² with road tar @ 2.25 Kg per sqm (b) For 2nd coat, stone aggregate 10mm nominal size 0.9 cum per 100 Sqm with (i) 1Kg of paving bitumen A-90 or S-90 or bitumen emulsion per Sqm OR (ii) 1.25 Kg of road tar, per Sqm	600 sqm
9.	Re-painting with stone aggregate 10 mm nominal size 0.9 cum per 100 Sqm with:- (a) 1 Kg. of paving bitumen A-90 or S-90 per Sqm OR (b) 1.25 kg of bitumen emulsion per Sqm	1670 sqm
10.	2 cm premix carpet surfacing using 2.4 m ³ of stone aggregate 10 mm nominal size per 100 m ² and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion specified quantities.	930 sqm
11.	2.5 cm premix carpet surfacing using 3m ³ of stone aggregate 10 mm nominal size per 100 m ² and binder including tack coat, the binder being hot cut back Bitumen or bitumen emulsion in specified quantities.	930 sqm
12.	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 cum (60% 20mm nominal size and 40% 12.5 mm nominal size) per 100 m ² and coarse sand 1.9 cum per 100 m ² and hot cut back bitumen over a tack coat of hot cut back bitumen.	460 sqm

- | | |
|---|---------|
| 13. 5 cm thick bitumen concrete surfacing using stone aggregate 4.8 cum (60% 25 mm nominal size and 40% 20mm nominal size) per 100sqm and coarse sand 2.4 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot cut back bitumen | 370 sqm |
| 14. 6cm thick bitumen concrete surfacing using stone aggregate 5.8 cum (60% 40mm nominal size and 40% 25mm nominal size) per 100 Sqm and coarse sand 2.9 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot cut back bitumen | 280 sqm |
| 15. 7.5 cm thick bitumen concrete surfacing using stone aggregate 7.3 cum (60% 50mm nominal size and 40% 40mm nominal size) per 100 Sqm and coarse sand 3.65 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot cut back bitumen | 230 sqm |
| 16. 2.5 cm bitumastic sheet using stone aggregate 1.65 cum (60% 12.5mm nominal size and 40% 10mm nominal size) per 100 Sqm and coarse sand 1.65 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot cut back bitumen | 750 sqm |
| 17. 4cm bitumastic sheet, using stone aggregate 2.6 cum (60% 12.5mm nominal size and 40% 10mm nominal size) per 100 Sqm and coarse sand 2.5 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot bitumen | 560 sqm |
| 18. Laying full grouted surface using stone aggregate 40 mm nominal size 6.10cum per 100 Sqm with binder, binding with 20mm to 12.5mm nominal size stone grit 1.83 cum per 100 Sqm and seal coat of binder and stone grit 10mm nominal size, 1.07cum per 100 Sqm, the binder being hot bitumen or tar as specified. | 460 sqm |
| 19. Laying full grouted surface using stone aggregate 50mm nominal size 9.14 cum per 100 Sqm grouting with binder with stone grit 20 mm to 12.5 mm nominal size, 1.83 cum per 100 Sqm and seal coat of binder and stone grit 10mm nominal size 1.07 cum/100 Sqm the binder being hot bitumen or tar. | 370 sqm |
| 20. 4cm thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 cum per 100 Sqm and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 cum per 100 Sqm and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 cum per 100 Sqm. | 560 sqm |
| 21. 5cm thick premix macadam surfacing with stone aggregate 25 mm nominal size, 6.10 cum per 100 Sqm and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 cum per 100 Sqm and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 cum per 100 Sqm. | 460 sqm |

ANNEXURE XVIII
(Indenture for Secured Advance)

SOUTH DELHI MUNICIPAL CORPORATION

Annexure-XVIII

(FORM 31)
INDENTURE FOR SECURED ADVANCES
(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time) THIS INDENTURE made the day of 20..... BETWEEN (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the Commissioner, SDMC (hereinafter called the Commissioner which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

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

- (1) That the said sum of Rupees so advanced by the Commissioner to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the Commissioner as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the Commissioner against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Commissioner of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each such payment the Commissioner will be at liberty to make a recovery from the Contractor's bill for such payment by deducting therefrom the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Commissioner shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the Commissioner in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Commissioner to repay and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Commissioner of the said sum of Rupees and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Commissioner may at any time thereafter adopt all or any of the following courses as he may deem best —
- Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the Commissioner on demand.
 - Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Commissioner under these presents and pay over the surplus (if any) to the Contractor.
 - Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the said and by the order and under the direction of the Commissioner have hereunto put their respective hands the day and year first above written.

Signed, sealed and delivered by the said contractor in the presence of

Signature

Witness Name

Address

Signed by by the order and direction of the Commissioner in the presence of

Signature

Witness Name

Address



ADDITIONAL CONDITIONS

OF

CONTRACT

FOR

S.D.M.C. WORKS

(Based on G.C.C. of C.P.W.D. Works, 2014)

SOUTH DELHI MUNICIPAL CORPORATION
(ENGINEERING DEPARTMENT)

Departmental Circulars regarding Trees**SOUTH DELHI MUNICIPAL CORPORATION**

OFFICE OF THE CHIEF ENGINEER (PLANNING)
19TH FLOOR, S.P. MUKHARJEE CIVIC CENTRE,
MINTO ROAD, NEW DELHI

No. C.E. (P)/SDMC/2017/D-99

Dated 14.11.17

Subject :- Court case titled Aditya N. Prasad V/S U.I.O. in the Hon'ble Court of NGT, OA no. 422/2016 dated 13th October 2017.

This is in continuation to the instructions already circulated by this department vide no. D/33/SE (Plg.)/13-14/EE (P)-II dated 07.05.2013 (copy enclosed) regarding the implementation of the orders of leaving space around trees & de-concretization of those already chocked. In the orders dated 13th October 2017, Hon'ble Court of NGT has ordered to all stakeholders to incorporate the following conditions in all work orders, notice for inviting tenders and terms and conditions of tenders in future:-

No concretization would be permitted in any construction or repairing work with one meter space around the tree in any part of the Delhi and no payment in that behalf shall be made.

All the Chief Engineers are requested to take cognizance of the same and direct their subordinate staff particularly all Executive Engineers for strict compliance of the aforesaid instructions.

Sd/-

**Chief Engineer (Plg.)
South D.M.C.**

SOUTH DELHI MUNICIPAL CORPORATION

OFFICE OF THE CHIEF ENGINEER (PLANNING)
19TH FLOOR, S.P. MUKHARJEE CIVIC CENTRE,
MINTO ROAD, NEW DELHI

No. D-634/EE (P)-I/SDMC/2018-19**Dated:- 06.09.2018****CIRCULAR**

Subject:- Court case titled Aditya N. Prasad V/S U.I.O. in the Hon'ble Court of NGT, OA no. 422/2016 dated 16th July 2018.

In continuation to the earlier directions/instructions circulated by this department vide no. D/33/SE (Plg.)/13-14/EE (P)-II dated 07.05.2013 and other directions regarding the implementation of the orders of leaving space around trees & de-concretization of those already choked. Further, Civic agencies have been directed to ensure the compliance of the following:-

Civic Agencies carrying out any construction work to compulsorily display the environmental costs (the number of trees being felled and the location of compensatory plantation) along with the monetary costs and details of the project and had further directed the Urban Development and the Chief Secretary Delhi to direct the civic agencies to ensure compliance of such direction/s.

All the Chief Engineers are requested to take cognizance of the same and direct their subordinate staff particularly all Executive Engineers for strict compliance of the aforesaid instructions.

Sd/-

**Chief Engineer (Plg.)
South D.M.C.**

SOUTH DELHI MUNICIPAL CORPORATION

PLANNING DEPARTMENT
19TH FLOOR, S.P. MUKHARJEE CIVIC CENTRE,
MINTO ROAD, NEW DELHI

No. D/EE (P)-I/SDMC/2017-18/173**Dated : 31.07.2017****CIRCULAR**

In suppression to the letter no. D-822/SE (P)/EE (P)-I/SDMC/2015-16 dated 07.03.2016, all Chief Engineer are requested to ensure that in order to keep the cost of project at minimum, the cement rate for preparation of justification shall be adopted the lessor of the OPC and PPC published on the website of CPWD for the corresponding month irrespective of their use and the same should be mentioned in the proforma of schedules in NIT accordingly. This is for strict compliance by all concerned.

This issues with the prior approval of competent authority.

Sd/-

Executive Engineer (P)-I

Distribution: All Chief Engineer

Special conditions to be incorporated in NIT to comply directives of Hon'ble National Green Tribunal and EIA Guidance Manual
(as per circular No. 49/EE(P)-I/SDMC dated 05.05.2016)

1. The contractor shall not store/dump construction material or debris on metalled road.
2. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.
4. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
5. The contractor shall provide mask to every worker working on the construction site and involved in loading, uploading and carriage of construction material and construction debris to prevent inhalation of dust particles.
6. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
7. The contractor shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the contractor.
8. The contractor shall compulsory use of wet jet in grinding and stone cutting.
9. The contractor shall comply all the preventive and protective environment steps as stated in the MoEF guidelines, 2010.
10. The contractor shall carry out on-Road-inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
11. The contractor shall ensure that all DG sets comply emissions norms notified by MoEF.
12. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
13. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
14. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.

Conditions to be included as Agreement item

1. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.
(The NIT approving authority shall take such item in the schedule of quantity to ensure that the construction activity does not cause any air pollution during course of construction and/or storage of material or construction activity.)
2. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.
(Based on the cost benefit ratio analysis, the NIT approving authority shall include the item of paving of path in schedule of item which can be utilised as a permanent path for client after construction of project.)
3. The NIT approving authority shall take lead of C&D waste from construction site to C&D waste site in the scheduled of item.

-X-X-X-X-X-X-X-

ADDITIONAL CONDITIONS**SOUTH DELHI MUNICIPAL CORPORATION**

SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE ENGINEER-IN-CHIEF
20TH FLOOR, S.P. MUKHARJEE CIVIC CENTRE,
MINTO ROAD, NEW DELHI

No. 04/EE (P)-I/SDMC/2014-15**Dated:- 08.05.2014****CIRCULAR****Subject:- Third party Quality Assurance/Audit.**

In partial modification to all previous circulars/orders regarding Third Party Quality Assurance/Audit

of works in Engineering Department of South Delhi Municipal Corporation, the following condition shall be incorporated in all the NITs/Tender documents being issued for different works.

"The Third party Quality Assurance/Auditing of works shall be carried out for all works in Engineering Department of SDMC as below:

Contractual Cost of Work	Mandatory Sampling	Third party Quality Audit
More than Rs. 25.00 lacs	As specified in CPWD/IRC specification by the concerned division. Testing of samples will be in the Municipal Lab.	1. IIT Delhi 2. CRRRI Delhi 3. NCCB, Balabh Garh 4. EIL 5. RITES Testing of samples will be in the designated lab* or in house lab of the party conducting quality audit.
Above Rs. 5.0 lacs & upto Rs. 25.0 lacs	As specified in CPWD/IRC specification by the concerned division. Testing of samples will be in the Municipal Lab.	a) 75% of the works by Quality Control Cell. Testing of samples will be in the designated lab* b) 25% of the works by the concerned Chief Engineer. Testing of samples will be in the designated lab*
Above Rs. 2.0 lacs & upto Rs. 5.0 lacs	As specified in CPWD/IRC specification by the concerned division. Testing of samples will be in the Municipal Lab.	25% of works by the concerned S.E. Testing of samples will be in the designated lab*

***Designated Labs:**

1. Sri Ram Institute for industrial research.
2. RTC Okhla.
3. National Test House, Ghaziabad.

All the charges for Third Party Quality Assurance/Auditing/Sample testing charges shall be borne by the contractor and no claim whatsoever on this account shall be entertained by the Engineer-in-Charge.

The issues with the approval of Competent Authority.

Engineer-in-Chief

Distribution: All CEs/SEs/EEs

ADDITIONAL CONDITIONS FOR DENSE CARPET WORKS.

1. The tenderer shall have to produce necessary affidavit in evidence to the effect that they own hot mix plant (Computerized) fitted with centralized control panel and electronic load sensor along with necessary equipment. It should be preferably of batch mix type and it shall be capable of yielding a mix of proper and uniform quality with thoroughly coated aggregate as per job mix formula before the tender documents is sold to them. No extra payment shall be made for using batch mix type plant.
2. The contractors shall have to necessarily deploy paver finisher fitted with electronic sensing device for automatic leveling and profile control within the specified tolerance and other required machinery including vibratory roller pneumatic roller/tandem roller/static wheeled roller etc as per CPWD Specifications.
3. The contractor shall have to mention the location and other details of hot mix plant from where he intends to bring the bituminous mix. The plant including all material to be used in bituminous mix shall be open to inspection by Engineer-in-Charge or his representative, whenever required.
4. Nothing extra shall be paid for cartage of bitumen to the site or work.
5. Rolling shall be done as per CPWD Specifications.
6. The paver finisher shall have the following essential features.
 - a) Loading hoppers and suitable distribution mechanism.
 - b) The machine shall have a hydraulically extendable screed pair appropriate with requirement.
 - c) The screed shall have tamping and vibrating arrangement from initial compaction to the layer. It shall have adjustable amplitude and variable frequency.
 - d) It shall be equipped with necessary control mechanism so as to ensure that the finished surface is free from surface blemishes.
 - e) The screed shall have initial heating arrangement.

7. *One job mix formula for one year shall be got designed by the contractor from Municipal Laboratory or approved by E-In-charge and its cost shall be borne by the contractor, irrespective of the works undertaken during the said year. One time testing charges for designing job mix formula for Bituminous works shall be deposited in Municipal Laboratory as per rates applicable. No separate recovery/testing charges shall be deducted from each work executed during the year. The mix shall be designed in accordance with CPWD Specifications*

The contractor shall have to give an under taking that the source/quarry of material will remain same during the execution of works in the said one year or part thereof for which the job mix formula has been designed and adopted. Whenever there will be a change in the source/quarry of material the concerned contractor will have to get the job mix formula re-designed a fresh and cost of redesign will be borne by the contractor.

8. Materials:-

- a) **Stone aggregate:** Shall consist of crushed quartzite stone to be obtained from quarries as approved by Engineer-in-Charge. They shall be clean, strong durable or fairly cubical shape and free from disintegrated piece.
 - b) **Stone dust:** It should be obtained from crushed hard blue quartzite stone.
9. **Bitumen:** - Bitumen binder shall conform to grade and quality as specified in nomenclature of the item. Bitumen required for the work shall be purchased/brought at site/plant by the contractor from approved manufacturer and stored properly. The contractor shall be required to submit the following documents.
- a) Photocopy of the invoice in duplicate from the manufacturer as a proof of procurement of fresh bitumen.
 - b) The contractor shall write the name of work on the photocopy of invoice. This photocopy will be self-attested by the contractor certifying that this is true copy of original invoice. The, contractor in

ADDITIONAL CONDITIONS	SOUTH DELHI MUNICIPAL CORPORATION
------------------------------	--

the presence of Engineer-in-charge of Divisional Accountant will do this attestation.

- c) One photocopy of the invoice, self-attested by the contractor will be given to Engineer-in-Charge of site and other to divisional accountant.

Bitumen Contents:- For the purpose of tendering the contractor shall give his rates only on assumption that the bitumen contents of Bituminous macadam and asphaltic concrete will be as per nomenclature of item by weight of mix respectively. If the actual quantity of bitumen required to be used as per job mix formula is different from the above necessary adjustment in the cost of bitumen used shall be recovered at the rate of mentioned in Schedule "F" per Metric Tonne of bitumen. However in case the variation of the bitumen is on the higher side, payment for extra bitumen will be restricted to the extent of the job mix formula only at the rate mentioned in Schedule "F" per Metric Tonne. No. Extra payment will be made for the bitumen used beyond content of job mix formula.

- 10 The bitumen content in bituminous mix shall be checked by conducting the bitumen extraction test confirming to IRC: SP-II at regular interval on the completion of work. The actual consumption of bitumen shall be worked out based on such result and M.A.S. account the theoretical consumption shall be worked out based on designed mix formula. The bitumen work of BM, DBM & AC will be acceptable with in variation of $\pm 0.3\%$ of the found executed with bituminous mix having bitumen contents lesser than permissible variation of (-) 0.3% shall be considered as sub-standard and will be dealt accordingly. However nothing extra shall be paid if the actual consumption so worked out is higher than the theoretical consumption. This is without prejudice to action under other relevant clauses of the agreement.
11. **Filler:** Filler shall consist of finely divided mineral matter such as rock dust, hydrated lime or cement approved by the Engineer. The filler shall be free from organic impurities and have a plasticity Index not greater than 4. The Plasticity Index requirement shall not apply if filler is cement or lime. Where the aggregates fail to meet the requirements of the water sensitivity test, then 2 percent by total weight of aggregate, of hydrated lime shall be used and percentage of fine aggregate reduced accordingly.

12. The temperature of binder, aggregate and mix at the time of mixing, laying & Rolling shall be as per CPWD Specifications
13. **Measurement:** Before applying the tack coat, the existing levels of the road surface shall be taken jointly by the Engineer-in-Charge or his representative and contractor at 3 meter intervals both ways or closer as directed by the Engineer-in-Charge. These levels shall be recorded in the level book as well as on the plan and the record shall be signed by the contractor. Level of the consolidated bituminous course shall again be taken and recorded in the level book as well as on plan. The unit for measurement shall be cubic metre for bituminous concrete and bituminous macadam mix and consolidated quantity shall be computed on the basis of daily tonnage laid and the field density as well as levels and payment shall be restricted to the lower of the two quantities. The necessary arrangement for taking levels will be made by the contractor at his own cost.
14. The department has the option to cut out cores to determine the density of carpet laid and necessary arrangement will be made by the contractor at his own including making good the same.
15. **Laboratory :**
- That the contractor shall provide at or near the plant a laboratory fully equipped for carrying out the specified test on the material and on the finished products. The contractor shall provide a competent staff for carrying out the tests and the results of the tests shall be submitted on completion to the Engineer-in-Charge. The cost of all testing enumerated above shall be borne by the contractor and no extra claim on this account shall be entertained. The department also reserves the right to get the bituminous mix and other mix and other materials used in the work tested from Municipal Laboratory or any other laboratory as decided by the Engineer-in-Charge. The results of such tests will be binding on the contractor.
 - The contractor shall be responsible for getting at least one sample for every 1000 metric tones of bituminous mix tested from the laboratory of Delhi Municipal Corporation or as required by the Engineer-in-Charge of the work and results of the same would be binding on the contractor.
 - Other materials like bitumen stone grit etc will be got tested from Municipal Laboratory or CRRI by the contractor as and when required by

ADDITIONAL CONDITIONS	SOUTH DELHI MUNICIPAL CORPORATION
------------------------------	--

the Engineer-in-Charge of the work and the results of the tests will be binding on the contractor.

16. The cost of all testing shall be borne by the contractor and no extra claim on this account shall be entertained except in the case when materials are got tested from Municipal Laboratory, in which case, the cost of material and the cartage shall only be borne by the contractor.
17. The contractor shall be responsible to see that the sub grade is properly consolidated so as to give uniform and adequate support to the bituminous course for the period of its useful life where the base is water bound macadam otherwise the concrete bases should be swept clean.
18. It will be binding on the contractor to maintain free of cost those roads for a period of 5 years from the last day of the month in which a particular road is completed and he will also be responsible for rectification of defects if these occur any during the said period.
19. Prior to the commencement of the work the Engineer -in-Charge and the contractor shall carry out a joint inspection of the existing surface to locate any areas where defective foundation or improperly consolidation branches may have contributed to such failure during the progress of the regarding work, further checked of the adequacy of the foundation by load test or trial hoe plates bearing tests etc. shall be made and any defects noted shall be pointed out to the Engineer-in-Charge who will issue instructions for the necessary remedial action to be taken to ensure that a satisfactory foundation is available throughout the areas to be resurfaced.
20. **Weigh Bridge :**
The contractor shall make arrangement of Weigh Bridge at plant site for weighing the various mixes and will produce the copy of a certificate for accuracy of weigh bridges from weight and measure department before start of the work, at his own cost. He will also at his own cost get the weigh bridge checked from above department from time to time as per direction of Engineer-in-Charge. In addition, Engineer-in -Charge will be free to get the weight of any tipper rechecked at work site and contractor will not raise any objection in this regard and cost of the weighing charges will be borne by the contractor.
21. The field density of levelling course, wearing course shall not be less than 95% of the laboratory density for levelling course and 98% for the wearing course respectively.

22. Quality Control :

- The test and their requirements for different type of bituminous construction works shall be as per CPWD Specifications. One sample of the bituminous mix shall be got tested from Municipal laboratory for the quantity of binder content required, for each 1000 Metric Tonne or part thereof, of the mix.
23. The contractor will quote item rates on the basis of units mentioned in the schedule.
24. For issue of tender contractor will come along with the qualified consultant for technical discussion to establish his competence.
25. The contractor will have to work as per programme drawn by the Engineer-in-Charge No claim what so ever be entertained on this account.
26. The contractor shall take all precautions to avoid all accidents by erecting necessary caution boards, red flags, red lights and providing barriers as directed by the Engineer-in-Charge. He shall be responsible to all damages and accidents caused due to negligence on his part. No hindrance shall be caused to the traffic during the execution of work.
27. No payment will be made to the contractor for damage caused due to rains or other natural calamities during the execution of work. No claim on this account will be entertained.
28. The contractor rate shall include the cost of labour material and inclusive of all carriage etc and inputs involved in the execution or work.
29. It may be ensured that intending contractors should have the requisite machinery and also the technical expertise for execution of work.
30. Unless otherwise required to withhold under the provision of agreement the security deposit deducted shall be refunded after completion of dense carpet work on submission of bank guarantee of the requisite amount and shall be valid for full period of 5 years of maintenance.
31. The contractor shall be responsible for correctness genuineness of all the documents whatsoever submitted by the contractor.

Special conditions for procurement of Steel and Cement**Special conditions for steel reinforcement bars:**

(as per Circular No. D/EE (P)-I/SDMC/2018-19/623 dated 05.09.2018)

The SDMC Contractor shall procure IS marked TMT bars of various grades from:

1. **The steel manufactures such as SAIL, TATA Steel Ltd., RINL, Jindal Steel Power Ltd. and JSW Steel Ltd. & Shyam Steel Industries Limited or their authorized dealers having valid BIS license for IS: 1786-2008 (Amendment-I November 2012).**
2. **(a)** The steel manufactures or there authorized dealers (as per following selection criteria) having valid BIS license for IS: 1786-2008 (Amendment-I November 2012).
 - i. Excellent ductility, bend ability and elongation finished product due to possible refining technology.
 - ii. Consumption of steel should be accurate as per design.
 - iii. Steel should have no brittleness problem in finished product.
 - iv. Steel should carry the quality of corrosion and earthquake resistance.
 - v. Quality steel with achievement of proper level of sulphur and phosphorus as per IS: 1786-2008.

(b) Selection Criteria of steel manufacturers

- (I). The supply of reinforcement steel for all CPWD works should I have following selection criteria of steel manufactures:-

Steel producers of any capacity using iron ore/ processed iron ore as the basic raw material adopting advanced Refining technologies as given hereunder,

- (i). DRI-EAF = Direct Reduce iron-Electric arc furnace
OR
- (ii) BF-BOF = Blast furnace-Basic oxygen furnace
OR
- (iii) COREX-BOF = COREX-Basic oxygen furnace

For production of liquid steel to finish product at single/multiple location with NABL or any other similarly placed accrediting Government body which operates in accordance with ISO/IEC17011 and accredits labs as per ISO/IEC17025 conforming to IS: 1786-2008 (Amendment-I November-2012).

The check list for incorporation any quality steel producer is enclosed for technical assessment is given in Annexure-I

Chief Engineer CSQ (Civil) unit, Directorate of CPWD shall approve the steel manufacturers.

- (II) The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
- (III) Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time on written orders from the Engineer-in-charge to do so.
- (IV) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonners or more, or as decided by the Engineer-in-charge.
- (V) The steel reinforcement bars shall be stored by the contractor at site of work in such a way as prevent their distorting and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- (VI) For checking nominal mass, tensile strength, bend test, re-bend test etc. Specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

(VII)	<i>Size of bar</i>	<i>For consignment below 100 tonnes</i>	<i>For consignment above 100 tonnes</i>
	Under 10 mm bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
	10 mm to 16 mm dia bars	One sample for each 35 tonnes or part thereof	One sample for each 40 tonnes or part thereof
	Over 16 mm dia bars	One sample for each 45 tonnes or part thereof	One sample for each 60 tonnes or part thereof

The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor.

- (VIII) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.
- (IX) The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

Conditions/Provisions for Procurement of Cement by the Contractor:

(As per D/EE(P)-I/SDMC/2017-18/182 dated 01.08.17)

- 1.** The contractor shall procure 43 grade ordinary Portland cement conforming to IS 8112/Portland Pozzolana Cement conforming to IS:1489 (Part-I), as required in the work, from reputed manufacturers of cement such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum as approved by Engineer-in-Charge.

The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially. The supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

- 2.** Double lock provision shall be made to the door of the Cement Godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorised representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the Cement Godown. The contractor shall facilitate the inspection of the Cement Godown by the Engineer-in-Charge at any time.

- 3.** The cement shall be got tested by the Engineer-in-Charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor/Department in the manner indicated below :

- (a) By the contractor, if the results show that the cement does not conforms to relevant BIS codes.
- (b) By the Department, if the results show that the cement conforms to relevant BIS codes.

- 4.** The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.

ADDITIONAL CONDITIONS**SOUTH DELHI MUNICIPAL CORPORATION**

- 5.** The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer-in-Charge.
- 6.** The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge or the Engineer-in-Charge shall get it removed at the cost of the contractor.
- 7.** The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-charge. The Cement Godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.
- 8.** For works where requirement of cement if a work is less than 400 bags, the conditions mentioned at Sl. No. 1 to 7 shall be followed with the relaxation that the cement can be procured from the authorised sole distributor of the approved cement manufacturing company in Delhi only with the following conditions:
 - i) The sole distributor shall give invoice/bill of cement sold to contractor indicating batch number/lot number along with proof (attested copy of bills of manufacturer) that the cement sold to contractor has been procured by the distributor directly from the reputed cement manufacturer having a production capacity not less than one million tonne per annum with attested copy of quality test certificate issued by cement manufacturer for the batch/lot number.
 - ii) Every consignment of cement must have identification marks on packages (date of manufacture, grade and type of cement).

Cement brought at site shall not be more than 6 weeks old from the date of manufacture.

GENERAL CONDITIONS

1. CPWD Delhi Schedule of rates as mentioned in performa of schedule with upto date correction slips as available on CPWD website cpwd.gov.in at time of submission of tender shall be applicable.
2. The work shall be carried out as per latest CPWD specifications, volume I & II with upto date correction slips as available on CPWD website cpwd.gov.in at the time of submission of tender.
3. In case of deviation in the nomenclature or in the rates of schedule items, the rates and nomenclature of CPWD Delhi schedule of rates applicable with upto date correction slips as detailed above will prevail.
4. In case, the schedule of quantities is silent, than relevant ISI standards, National Building Code revised upto date will be applicable. In the absence of all, the sound Engineering practices as per the decision of Engineer-in-Charge shall be final.
5. The rates of different items of work shall apply to all height and depth unless otherwise specified.
6. In case, the contractor deposit security in shape of fixed deposit, he will be personally responsible for getting it renewed on its due date and South Delhi Municipal Corporation of Delhi will not entertained any claim for loss of interest on the fixed deposit due to its non-revalidation in time.
7. No work will be carried out on Sunday and Holiday without the approval of Engineer-in-Charge.
8. The engineer in charge shall be at liberty to get the work inspected through C.T.E. or any other agency appointed by the Govt. of India or SDMC and the result of their finding will be binding on the contractor.
9. Final bill shall be paid to the contractor only after effecting recoveries based on C.T.E's observations and/or any other agency appointed by Govt. of India or South Delhi Municipal Corporation or otherwise.
10. The contractor shall take in hand joinery work immediately after the award of work. The frames and shutters shall not be painted, oiled or otherwise treated or fixed in position before those are approved by the Engineer-in-Charge or his authorized agent in writing.

11. The general rules, directions and conditions of contract, clause of contacts are available on the e-tendering website with upto date correction slips and amendments shall form part of contract agreement.
12. The contractor shall be responsible for correctness/genuineness of all the documents what so ever submitted by the contractor.
13. The contractor will not have any claim in case of delay by the department in removal of trees or shifting, raising, removing of telephone, or electric line (over head or underground) water or sewer line or any other structure, if any, which may come in the way of the work. However, suitable extension of time can be granted to cover such delay, as provided in terms of contract.
14. The samples of the various materials to be used/supplied for the work shall have to be got tested from the Municipal Laboratory or any other Laboratory at the discretion of the Engineer-in-Charge and result of the same shall be binding on the contractor. Cost of samples including packaging, sealing, transportations, loading and unloading etc. will be borne by the Contractor.

All tests carried out in respect of materials etc. by Municipal Laboratory will be free of charges. If the sample are found as per specification but the testing charges will be borne/recovered from the contractor if the sample will be found below the specification at the prescribed rates of Municipal Laboratory. The cost of testing will be borne by the contractor, if samples are sent to lab other than the Municipal Lab.

15. The contractor, at his own cost, shall setup a field laboratory at the site of work to maintain quality control during the execution of the work for various items of work/material as required under this contract. The laboratory shall be equipped with necessary equipment and qualified staff for carrying out various test by contractor. However, all the tests conducted at the field shall be under the control and supervision of Engineer-in-Charge or his authorized representative.

Wherever, there is a difference in test result of the field laboratory maintained by the contractor an Municipal or any other laboratory, then

the test results of the Municipal or other Govt. Laboratory shall be final and binding on the contractor.

16. The contractor at his own cost will provide a separate site office for Engineer-in-Charge equipped with required furniture, computer, telephone etc. and proper lightening system. The watch & ward will be done by the contractor.
17. If the rates quoted by the lowest tenderer are found abnormally low, the payment to the contractor for the work shall only be made after inspection by the Quality Control Cell at different stages and these findings shall be final and binding on the contractor. All the testing charges from the independent laboratory shall be borne by the contractor. In case, the lowest contractor fails to commence/complete the work within the stipulated period, the contractor shall be liable for disciplinary action as per the provision of enlistment rule/instruction issued from time to time.

18. PROVISION OF BARRICADING & DISPLAY OF CAUTIONARY BOARDS.

- a) The excavation work will not be taken up in a reach of more than 50 metre in length at a time.
- b) The excavated site will be protected by providing proper barricading of CGI sheets fixed on wooden ballies. The barricading will be continuous and in line in the entire length of excavation and in cross-direction at the ends. The barricading will be provided with CGI sheets placed 0.60 metre above the existing road level and will have a height of 1.45 metres. The top line of CGI sheets will be properly maintained. The CGI sheets will be painted with horizontal alternate red and white strips.
- c) Proper cautionary boards will be displayed at a place 100 metre before the site of work. The cautionary boards will be painted with luminous paint.
- d) The entire work of providing CGI sheets barricading and provision of cautionary boards painting/ repainting red and white strips will be to the entire satisfaction of Engineer-in-Charge. All cost for this

work will be borne by contractor shall properly maintain the barricading and cautionary boards during execution of the work.

- e) Red flags during day time and red lights during night hours will be displayed by the contractor at site as per instruction of Engineer-in-Charge. Nothing extra shall be paid on this account.
- f) In case of default for not providing and maintaining the above arrangement a fine of Rs. 1,000/- per day will be imposed on the contractor. The decision of Engineer-in-Charge as to the period for which the fine is to be imposed will be final and binding upon the contractor.

19. No claim on account of damage caused by rains or any other natural calamity during the execution of work will be entertained.



ADDITIONAL CONDITIONS
OF
CONTRACT
FOR
S.D.M.C. WORKS
(Based on G.C.C. of C.P.W.D. Works, 2014)

SOUTH DELHI MUNICIPAL CORPORATION
(ENGINEERING DEPARTMENT)

Departmental Circulars regarding Trees

SOUTH DELHI MUNICIPAL CORPORATION

OFFICE OF THE CHIEF ENGINEER (PLANNING)
19TH FLOOR, S.P. MUKHARJEE CIVIC CENTRE,
MINTO ROAD, NEW DELHI

No.C.E. (P)/SDMC/2017/D-99

Dated 14.11.17

Subject:- Court case titled Aditya N. Prasad V/S U.I.O. in the Hon'ble Court of NGT, OA no. 422/2016 dated 13th October 2017.

This is in continuation to the instructions already circulated by this department vide no. D/33/SE (Plg.)/13-14/EE (P)-II dated 07.05.2013 (copy enclosed) regarding the implementation of the orders of leaving space around trees & de-concretization of those already choked. In the orders dated 13th October 2017, Hon'ble Court of NGT has ordered to all stakeholders to incorporate the following conditions in all work orders, notice for inviting tenders and terms and conditions of tenders in future:-

No concretization would be permitted in any construction or repairing work with one meter space around the tree in any part of the Delhi and no payment in that behalf shall be made.

All the Chief Engineers are requested to take cognizance of the same and direct their subordinate staff particularly all Executive Engineers for strict compliance of the aforesaid instructions.

**Sd/-
Chief Engineer (Plg.)
South D.M.C.**

SOUTH DELHI MUNICIPAL CORPORATION

OFFICE OF THE CHIEF ENGINEER (PLANNING)
19TH FLOOR, S.P. MUKHARJEE CIVIC CENTRE,
MINTO ROAD, NEW DELHI

No. D-634/EE (P)-I/SDMC/2018-19**Dated:- 06.09.2018****CIRCULAR**

Subject:- Court case titled Aditya N. Prasad V/S U.I.O. in the Hon'ble Court of NGT, OA no. 422/2016 dated 16th July 2018.

In continuation to the earlier directions/instructions circulated by this department vide no. D/33/SE (Plg.)/13-14/EE (P)-II dated 07.05.2013 and other directions regarding the implementation of the orders of leaving space around trees & de-concretization of those already choked. Further, Civic agencies have been directed to ensure the compliance of the following:-

Civic Agencies carrying out any construction work to compulsorily display the environmental costs (the number of trees being felled and the location of compensatory plantation) along with the monetary costs and details of the project and had further directed the Urban Development and the Chief Secretary Delhi to direct the civic agencies to ensure compliance of such direction/s.

All the Chief Engineers are requested to take cognizance of the same and direct their subordinate staff particularly all Executive Engineers for strict compliance of the aforesaid instructions.

Sd/-
Chief Engineer (Plg.)
South D.M.C.

**SOUTH DELHI MUNICIPAL CORPORATION
PLANNING DEPARTMENT
19TH FLOOR, DR. SPM CIVIC CENTRE,
MINTO ROAD, NEW DELHI-110002.**

No.: D/EE(P)-I/SDMC/2017-18/173

Dated: 31.07.2017

CIRCULAR

In suppression to the letter No. D-822/SE(P)/EE(P)-I/SDMC/2015-16 dated 07.03.2016, all chief engineers are requested to ensure that in order to keep the cost of project at minimum, the cement rate for preparation of justification shall be adopted the lessor of the OPC and PPC published on the website of CPWD for the corresponding month irrespective of their use and the same should be mention in the proforma of schedules in NIT accordingly. This is for strict compliance by all concerned.

This issue with the prior approval of competent authority.

Sd/-
Executive Engr. (P)-I

Distribution: All Chief Engineers

Special conditions to be incorporated in NIT to comply directives of Hon'ble National Green Tribunal and EIA Guidance Manual
(as per circular No. 49/EE(P)-I/SDMC dated 05.05.2016)

1. The contractor shall not store/dump construction material or debris on metalled road.
2. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.
4. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
5. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
6. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relating to dust emission.
7. The contractor shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the contractor.
8. The contractor shall compulsory use of wet jet in grinding and stone cutting.
9. The contractor shall comply all the preventive and protective environment steps as stated in the MoEF guidelines, 2010.
10. The contractor shall carry out on-Road-inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
11. The contractor shall ensure that all DG sets comply emissions norms notified by MoEF.
12. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
13. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
14. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.

Conditions to be included as Agreement item.

1. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.
(The NIT approving authority shall take such item in the schedule of quantity to ensure that the construction activity does not cause any air pollution during course of construction and/or storage of material or construction activity.)
2. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.
(Based on the cost benefit ratio analysis, the NIT approving authority shall include the item of paving of path in schedule of item which can be utilised as a permanent path for client after construction of project.)
3. The NIT approving authority shall take lead of C&D waste from construction site to C&D waste site in the scheduled of item.

-X-X-X-X-X-X-X-X-

**SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE ENGINEER-IN-CHIEF
20TH FLOOR, DR. S.P.M. CIVIC CENTRE
J.L.N. MARG, NEW DELHI-110002.**

No.: 04/EE(P)-I/SDMC/2014-15

Dated: 08.05.2014

CIRCULAR**Subject: - Third Party Quality Assurance/Audit**

In partial modification to all previous circulars/orders regarding **Third Party Quality Assurance/Audit of works** in Engineering Department of South Delhi Municipal Corporation, the following condition shall be incorporated in all the NITs/tender documents being issued for different works

“The Third Party Quality Assurance/Auditing of works shall be carried out for all works in Engineering Department of SDMC as below:

Contractual Cost of Work	Mandatory Sampling	Third Party Quality Audit
More than Rs. 25.00 lacs	As specified in CPWD/IRC specification by the concerned division. Testing of samples will be in the Municipal Lab.	1. I.I.T. Delhi 2. CRRI Delhi 3. NCCB BalabhGarh 4. EIL 5. RITES Testing of samples will be in the designated lab* or in house lab of the party conducting quality audit
Above Rs. 5.0 lacs & upto Rs. 25.0 Lacs	As specified in CPWD/IRC specification by the concerned division. Testing of samples will be in the Municipal Lab.	a) 75% of the works by Quality Control Cell. Testing of samples will be in the designated lab* b) 25% of the works by the concerned Chief Engineer. Testing of samples will be in the designated lab*
Above Rs. 2.0 lacs & upto Rs. 5.0 lacs	As specified in CPWD/IRC specification by the concerned division. Testing of samples will be in the Municipal Lab.	25% of works by the concerned S.E. Testing of samples will be in the designated lab*

***Designated Labs:**

1. Sri Ram Institute for Industrial Research.
2. R.T.C. Okhla.
3. National Test House, Ghaziabad.

All the charges for Third Party Quality Assurance/Auditing/Sample testing charges shall be borne by the contractor and no claim whatsoever on this account shall be entertained by the Engineer-in-Charge.”

This issues with the approval of Competent Authority.

Engineer-in-Chief**Distribution: All CEs/SEs/EEs**

ADDITIONAL CONDITIONS FOR DENSE CARPET WORKS.

1. The tenderer shall have to produce necessary affidavit in evidence to the effect that they own hot mix plant (Computerized) fitted with centralized control panel and electronic load sensor along with necessary equipment. It should be preferably of batch mix type and it shall be capable of yielding a mix of proper and uniform quality with thoroughly coated aggregate as per job mix formula before the tender documents is sold to them. No extra payment shall be made for using batch mix type plant.
2. The contractors shall have to necessarily deploy paver finisher fitted with electronic sensing device for automatic leveling and profile control within the specified tolerance and other required machinery including vibratory roller pneumatic roller/tandem roller/static wheeled roller etc as per CPWD Specifications.
3. The contractor shall have to mention the location and other details of hot mix plant from where he intends to bring the bituminous mix. The plant including all material to be used in bituminous mix shall be open to inspection by Engineer-in-Charge or his representative, whenever required.
4. Nothing extra shall be paid for cartage of bitumen to the site or work.
5. Rolling shall be done as per CPWD Specifications.
6. The paver finisher shall have the following essential features.
 - a) Loading hoppers and suitable distribution mechanism.
 - b) The machine shall have a hydraulically extendable screed pair appropriate with requirement.
 - c) The screed shall have tamping and vibrating arrangement from initial compaction to the layer. It shall have adjustable amplitude and variable frequency.
 - d) It shall be equipped with necessary control mechanism so as to ensure that the finished surface is free from surface blemishes.
 - e) The screed shall have initial heating arrangement.
7. *One job mix formula for one year shall be got designed by the contractor from Municipal Laboratory and its cost shall be borne by the contractor, irrespective of the works undertaken during the said year. One time testing charges for designing job mix formula for Bituminous works shall be deposited in Municipal Laboratory as per rates applicable. No separate recovery/testing charges shall be deducted from each work executed during the year. The mix shall be designed in accordance with CPWD Specifications*

The contractor shall have to give an under taking that the source/quarry of material will remain same during the execution of works in the said one year or part thereof for which the job mix formula has been designed and adopted. Whenever there will be a change in the source/quarry of material the concerned contractor will have to get the job mix formula re-designed a fresh and cost of redesign will be borne by the contractor.

8. Materials:-

- a) **Stone aggregate:** Shall consist of crushed quartzite stone to be obtained from quarries as approved by Engineer-in-Charge. They shall be clean, strong durable or fairly cubical shape and free from disintegrated piece.
- b) **Stone dust:** It should be obtained from crushed hard blue quartzite stone.

9. **Bitumen:** - Bitumen binder shall confirm to grade and quality as specified in nomenclature of the item. Bitumen required for the work shall be purchased/brought at site/plant by the contractor from approved manufacturer and stored properly. The contractor shall be required to submit the following documents.

- a) Photocopy of the invoice in duplicate from the manufacturer as a proof of procurement of fresh bitumen.
- b) The contractor shall write the name of work on the photocopy of invoice. This photocopy will be self-attested by the contractor certifying that this is true copy of original invoice. The, contractor in the presence of Engineer-in-charge of Divisional Accountant will do this attestation.
- c) One photocopy of the invoice, self-attested by the contractor will be given to Engineer-in-Charge of site and other to divisional accountant.

Bitumen Contents:- For the purpose of tendering the contractor shall give his rates only on assumption that the bitumen contents of Bituminous macadam and asphaltic concrete will be as per nomenclature of item by weight of mix respectively. If the actual quantity of bitumen required to be used as per job mix formula is different from the above necessary adjustment in the cost of bitumen used shall be recovered at the rate of mentioned in Schedule "F" per Metric Tonne of bitumen. However in case the variation of the bitumen is on the higher side, payment for extra bitumen will be restricted to the extent of the job mix formula only at the rate mentioned in Schedule "F" per Metric Tonne. No. Extra payment will be made for the bitumen used beyond content of job mix formula.

10. The bitumen content in bituminous mix shall be checked by conducting the bitumen extraction test confirming to IRC: SP-II at regular interval on the completion of work. The actual consumption of bitumen shall be worked out based on such result and

M.A.S. account the theoretical consumption shall be worked out based on designed mix formula. The bitumen work of BM, DBM & AC will be acceptable with in variation of $\pm 0.3\%$ of the found executed with bituminous mix having bitumen contents lesser than permissible variation of $(-) 0.3\%$ shall be considered as sub-standard and will be dealt accordingly. However nothing extra shall be paid if the actual consumption so worked out is higher than the theoretical consumption. This is without prejudice to action under other relevant clauses of the agreement.

11. **Filler:** Filler shall consist of finely divided mineral matter such as rock dust, hydrated lime or cement approved by the Engineer. The filler shall be free from organic impurities and have a plasticity Index not greater than 4. The Plasticity Index requirement shall not apply if filler is cement or lime. Where the aggregates fail to meet the requirements of the water sensitivity test, then 2 percent by total weight of aggregate, of hydrated lime shall be used and percentage of fine aggregate reduced accordingly.
12. The temperature of binder, aggregate and mix at the time of mixing, laying & Rolling shall be as per CPWD Specifications
13. **Measurement:** Before applying the tack coat , the existing levels of the road surface shall be taken jointly by the Engineer-in-Charge or his representative and contractor at 3 meter intervals both ways or closer as directed by the Engineer-in-Charge. These levels shall be recorded in the level book as well as on the plan and the record shall be signed by the contractor. Level of the consolidated bituminous course shall again be taken and recorded in the level book as well as on plan. The unit for measurement shall be cubic metre for bituminous concrete and bituminous macadam mix and consolidated quantity shall be computed on the basis of daily tonnage laid and the field density as well as levels and payment shall be restricted to the lower of the two quantities. The necessary arrangement for taking levels will be made by the contractor at his own cost.
14. The department has the option to cut out cores to determine the density of carpet laid and necessary arrangement will be made by the contractor at his own including making good the same.
- 15 **Laboratory:**
 - a) That the contractor shall provide at or near the plant a laboratory fully equipped for carrying out the specified test on the material and on the finished products. The contractor shall provide a competent staff for carrying out the tests and the results of the tests shall be submitted on completion to the Engineer-in-Charge. The cost of all testing enumerated above shall be borne by the

contractor and no extra claim on this account shall be entertained. The department also reserves the right to get the bituminous mix and other mix and other materials used in the work tested from Municipal Laboratory or any other laboratory as decided by the Engineer-in-Charge. The results of such tests will be binding on the contractor.

- b) The contractor shall be responsible for getting at least one sample for every 1000 metric tones of bituminous mix tested from the laboratory of Delhi Municipal Corporation or as required by the Engineer-in-Charge of the work and results of the same would be binding on the contractor.
 - c) Other materials like bitumen stone grit etc will be got tested from Municipal Laboratory or CRRRI by the contractor as and when required by the Engineer-in-Charge of the work and the results of the tests will be binding on the contractor.
16. The cost of all testing shall be borne by the contractor and no extra claim on this account shall be entertained except in the case when materials are got tested form Municipal Laboratory, in which case, the cost of material and the cartage shall only be borne by the contractor.
 17. The contractor shall be responsible to see that the sub grade is properly consolidated so as to give uniform and adequate support to the bituminous course for the period of its useful life where the base is water bound macadam otherwise the concrete bases should be swept clean.
 18. It will be binding on the contractor to maintain free of cost those roads for a period of 5 years from the last day of the month in which a particular road is completed and he will also be responsible for rectification of defects if these occur any during the said period.
 19. Prior to the commencement of the work the Engineer-in-Charge and the contractor shall carry out a joint inspection of the existing surface to locate any areas where defective foundation or improperly consolidation branches may have contributed to such failure during the progress of the regarding work, further checked of the adequacy of the foundation by load test or trial hoe plates bearing tests etc. shall be made and any defects noted shall be pointed out to the Engineer-in-Charge who will issue instructions for the necessary remedial action to be taken to ensure that a satisfactory foundation is available throughout the areas to be resurfaced.
 20. **Weigh Bridge:**
The contractor shall make arrangement of Weigh Bridge at plant site for weighing the various mixes and will produce the copy of a certificate for accuracy of weigh bridges from weight and measure department before start of the work, at his own cost. He will also at his own cost get the weigh bridge checked form above department from time to time as per direction of Engineer-in-Charge. In addition, Engineer-in -Charge will be free to get the weight of any tipper rechecked at work site and contractor will not raise

any objection in this regard and cost of the weighing charges will be borne by the contractor.

21. The field density of levelling course, wearing course shall not be less than 95% of the laboratory density for levelling course and 98% for the wearing course respectively.
22. **Quality Control:**
The test and their requirements for different type of bituminous construction works shall be as per CPWD Specifications. One sample of the bituminous mix shall be got tested from Municipal laboratory for the quantity of binder content required, for each 1000 Metric Tonne or part thereof, of the mix.
23. The contractor will quote item rates on the basis of units mentioned in the schedule.
24. For issue of tender contractor will come along with the qualified consultant for technical discussion to establish his competence.
25. The contractor will have to work as per programme drawn by the Engineer-in-Charge. No claim what so ever be entertained on this account.
26. The contractor shall take all precautions to avoid all accidents by erecting necessary caution boards, red flags, red lights and providing barriers as directed by the Engineer-in-Charge. He shall be responsible to all damages and accidents caused due to negligence on his part. No hindrance shall be caused to the traffic during the execution of work.
27. No payment will be made to the contractor for damage caused due to rains or other natural calamities during the execution of work. No claim on this account will be entertained.
28. The contractor rate shall include the cost of labour material and inclusive of all carriage etc and inputs involved in the execution or work.
29. It may be ensured that intending contractors should have the requisite machinery and also the technical expertise for execution of work.
30. Unless otherwise required to withhold under the provision of agreement the security deposit deducted shall be refunded after completion of dense carpet work on submission of bank guarantee of the requisite amount and shall be valid for full period of 5 years of maintenance.
31. The contractor shall be responsible for correctness genuineness of all the documents whatsoever submitted by the contractor.

Special conditions for procurement of Steel and Cement**Special conditions for steel reinforcement bars:**

(as per Circular No. D/EE (P)-I/SDMC/2018-19/623 dated 05.09.2018)

The SDMC Contractor shall procure IS marked TMT bars of various grades from:

1. **The steel manufactures such as SAIL, TATA Steel Ltd., RINL, Jindal Steel Power Ltd. and JSW Steel Ltd. & Shyam Steel Industries Limited or their authorized dealers having valid BIS license for IS: 1786-2008 (Amendment-I November 2012).**
2. **(a)** The steel manufactures or there authorized dealers (as per following selection criteria) having valid BIS license for IS: 1786-2008 (Amendment-I November 2012).
 - i. Excellent ductility, bend ability and elongation finished product due to possible refining technology.
 - ii. Consumption of steel should be accurate as per design.
 - iii. Steel should have no brittleness problem in finished product.
 - iv. Steel should carry the quality of corrosion and earthquake resistance.
 - v. Quality steel with achievement of proper level of sulphur and phosphorus as per IS: 1786-2008.

(b) Selection Criteria of steel manufacturers

- (I) The supply of reinforcement steel for all CPWD works should I have following selection criteria of steel manufactures:-

Steel producers of any capacity using iron ore/ processed iron ore as the basic raw material adopting advanced Refining technologies as given hereunder,

- (i) DRI-EAF = Direct Reduce iron-Electric arc furnace
OR
- (ii) BF-BOF = Blast furnace-Basic oxygen furnace
OR
- (iii) COREX-BOF = COREX-Basic oxygen furnace

For production of liquid steel to finish product at single/multiple location with NABL or any other similarly placed accrediting Government body which operates in accordance with ISO/IEC17011 and accredits labs as per ISO/IEC17025 conforming to IS: 1786-2008 (Amendment-I November-2012).

The check list for incorporation any quality steel producer is enclosed for technical assessment is given in Annexure-I

Chief Engineer CSQ (Civil) unit, Directorate of CPWD shall approve the steel manufacturers.

- (II) The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
- (III) Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time on written orders from the Engineer-in-charge to do so.
- (IV) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonners or more, or as decided by the Engineer-in-charge.
- (V) The steel reinforcement bars shall be stored by the contractor at site of work in such a way as prevent their distorting and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- (VI) For checking nominal mass, tensile strength, bend test, re-bend test etc. Specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

(VII)

<i>Size of bar</i>	<i>For consignment below 100 tonnes</i>	<i>For consignment above 100 tonnes</i>
Under 10 mm bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10 mm to 16 mm dia bars	One sample for each 35 tonnes or part thereof	One sample for each 40 tonnes or part thereof
Over 16 mm dia bars	One sample for each 45 tonnes or part thereof	One sample for each 60 tonnes or part thereof

The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor.

- (VIII) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.
- (IX) The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

Conditions/Provisions for Procurement of Cement by the Contractor:

(As per D/EE(P)-I/SDMC/2017-18/182 dated 01.08.17)

- 1.** The contractor shall procure 43 grade ordinary Portland cement conforming to IS 8112/Portland Pozzolana Cement conforming to IS:1489 (Part-I), as required in the work, from reputed manufacturers of cement such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum as approved by Engineer-in-Charge.

The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially. The supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

- 2.** Double lock provision shall be made to the door of the Cement Godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorised representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the Cement Godown. The contractor shall facilitate the inspection of the Cement Godown by the Engineer-in-Charge at any time.
- 3.** The cement shall be got tested by the Engineer-in-Charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor/Department in the manner indicated below:-
 - (a) By the contractor, if the results show that the cement does not conforms to relevant BIS codes.
 - (b) By the Department, if the results show that the cement conforms to relevant BIS codes.
- 4.** The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the cement

consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.

- 5.** The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer-in-Charge.
- 6.** The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge or the Engineer-in-Charge shall get it removed at the cost of the contractor.
- 7.** The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-charge. The Cement Godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.
- 8.** For works where requirement of cement if a work is less than 400 bags, the conditions mentioned at Sl. No. 1 to 7 shall be followed with the relaxation that the cement can be procured from the authorised sole distributor of the approved cement manufacturing company in Delhi only with the following conditions:

 - i) The sole distributor shall give invoice/bill of cement sold to contractor indicating batch number/lot number along with proof (attested copy of bills of manufacturer) that the cement sold to contractor has been procured by the distributor directly from the reputed cement manufacturer having a production capacity not less than one million tonne per annum with attested copy of quality test certificate issued by cement manufacturer for the batch/lot number.
 - ii) Every consignment of cement must have identification marks on packages (date of manufacture, grade and type of cement).
 - iii) Cement brought at site shall not be more than 6 weeks old from the date of manufacture.

GENERAL CONDITIONS

1. CPWD Delhi Schedule of rates as mentioned in performa of schedule with upto date correction slips as available on CPWD website cpwd.gov.in at time of submission of tender shall be applicable.
2. The work shall be carried out as per latest CPWD specifications, volume I & II with upto date correction slips as available on CPWD website cpwd.gov.in at the time of submission of tender.
3. In case of deviation in the nomenclature or in the rates of schedule items, the rates and nomenclature of CPWD Delhi schedule of rates applicable with upto date correction slips as detailed above will prevail.
4. In case, the schedule of quantities is silent, than relevant ISI standards, National Building Code revised upto date will be applicable. In the absence of all, the sound Engineering practices as per the decision of Engineer-in-Charge shall be final.
5. The rates of different items of work shall apply to all height and depth unless otherwise specified.
6. In case, the contractor deposit security in shape of fixed deposit, he will be personally responsible for getting it renewed on its due date and South Delhi Municipal Corporation of Delhi will not entertained any claim for loss of interest on the fixed deposit due to its non-revalidation in time.
7. No work will be carried out on Sunday and Holiday without the approval of Engineer-in-Charge.
8. The engineer in charge shall be at liberty to get the work inspected through C.T.E. or any other agency appointed by the Govt. of India or SDMC and the result of their finding will be binding on the contractor.
9. Final bill shall be paid to the contractor only after effecting recoveries based on C.T.E's observations and / or any other agency appointed by Govt. of India or South Delhi Municipal Corporation or otherwise.
10. The contractor shall take in hand joinery work immediately after the award of work. The frames and shutters shall not be appointed, oiled or otherwise

treated or fixed in position before those are approved by the Engineer-in-Charge or his authorized agent in writing.

11. The general rules, directions and conditions of contract, clause of contracts are available on the e-tendering website with upto date correction slips and amendments shall form part of contract agreement.
12. The contractor shall be responsible for correctness / genuineness of all the documents what so ever submitted by the contractor.
13. The contractor will not have any claim in case of delay by the department in removal of trees or shifting, raising, removing of telephone, or electric line (over head or underground) water or sewer line or any other structure, if any, which may come in the way of the work. However, suitable extension of time can be granted to cover such delay, as provided in terms of contract.
14. The sample of the various materials to be used / supplied for the work shall have to be got tested from the Municipal Laboratory or any other Laboratory at the discretion of the Engineer-in-Charge and result of the same shall be binding on the contractor. Cost of samples including packaging, sealing, transportations, loading and unloading etc. will be borne by the contractor.

All tests carried out in respect of materials etc. by Municipal Laboratory will be free of charges. If the sample are found as per specification but the testing charges will be borne / recovered from the contractor if the sample will be found below the specification at the prescribed rates of Municipal Laboratory. The cost of testing will be borne by the contractor, if samples are sent to lab other than the Municipal Lab.

15. The contractor, at his own cost, shall setup a field laboratory at the site of work to maintain quality control during the execution of the work for various items of work / material as required under this contract. The laboratory shall be equipped with necessary equipment and qualified staff for carrying out various test by contractor. However, all the tests conducted at the field shall be under the control and supervision of Engineer-in-Charge or his authorized representative.

Wherever, there is a difference in test result of the field laboratory maintained by the contractor an Municipal or any other laboratory, then the test results of

the Municipal or other Govt. Laboratory shall be final and binding on the contractor.

16. The contractor at his own cost will provide a separate site office for Engineer-in-Charge equipped with required furniture, computer, telephone etc. and proper lightening system. The watch & ward will be done by the contractor.
17. If the rates quoted by the lowest tenderer are found abnormally low, the payment to the contractor for the work shall only be made after inspection by the Quality Control Cell at different stage and these findings shall be final and binding on the contractor. All the testing charges from the independent laboratory shall be borne by the contractor. In case, the lowest contractor fails to commence / complete the work within the stipulated period, the contractor shall be liable for disciplinary action as per the provision of enlistment rule / instruction issued from time to time.
18. Provision of Barricading & Display of Cautionary Boards
 - a) The excavation work will not be taken up in a reach of more than 50 metre in length at a time.
 - b) The excavated site will be protected by providing proper barricading of CGI sheets fixed on wooden ballies. The barricading will be continuous and in line in the entire length of excavation and in cross – direction at the ends. The barricading will be provided with CGI sheets placed 0.60 metre above the existing road level and will have a height of 1.45 metres. The top line of CGI sheets will be properly maintained. The CGI sheets will be painted with horizontal alternate red and white strips.
 - c) Proper cautionary boards will be displayed at a place 100 metre before the site of work. The cautionary boards will be painted with luminous paint.
 - d) The entire work of providing CGI sheets barricading and provision of cautionary boards painting / repainting red and white strips will be to the entire satisfaction of Engineer-in-Charge. All cost for this work will be borne by contractor shall properly maintain the barricading and cautionary boards during execution of the work.

- e) Red flags during day time and red lights during night hours will be displayed by the contractor at site as per instruction of Engineer-in-Charge. Nothing extra shall be paid on this account.
 - f) In case of default for not providing and maintaining the above arrangement a fine of Rs. 1,000/- per day will be imposed on the contractor. The decision of Engineer-in-Charge as to the period for which the fine is to be imposed will be final and binding upon the contractor.
19. No claim on account of damage caused by rains or any other natural calamity during the execution of work will be entertained.

144

**SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE SUPERINTENDING ENGINEER (PLG.)
19TH FLOOR, DR. S.P.M. CIVIC CENTRE
J.L.N. MARG, NEW DELHI-110002.**

No.: D/SE (P)/2020-21/177

Dated: 4-12-20

CIRCULAR

In Continuation to the circular No. D/SE(P)/2020-21/154 dated 13.10.2020, it is informed to all stakeholders that while getting draft NIT approved from the competent authority, it should be mentioned in Proforma of Schedules under clause 25 that the DRC will be formed under the chairmanship of Additional Commissioner (Engg.) for category I & II of contractors and Engineer-in-Chief for other remaining categories besides the choosing for other members of DRC as per provisions of prevailing Works Manual.

This issues with the prior approval of the competent authority



f-SUPERINTENDING ENGINEER (P)

All concerned through Chief Engineers

**SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE CHIEF ENGINEER (PLG.)
20TH FLOOR, DR. S.P.M. CIVIC CENTRE
J.L.N. MARG, NEW DELHI-110002.**

No.: D/SE (P)/2020-21/154

Dated: 13.10.2020

CIRCULAR

General Guidelines for General Conditions of Contract

1. The book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders" and "Item rate tenders". Accordingly corresponding provision may be considered of the General Rules and Directions given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (MCD A-33) or Item rate tender (MCD A-34)
2. MCD A-32, Schedules A to F, special conditions/specifications and drawings only, be issued to intending bidders. The standard form will not be issued along with tender document but the same shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender (MCD A-32) and Schedule A to F.
4. Authority approving the Notice Inviting Tender (NIT) shall fill up all the blanks in MCD A-32 and in Schedule B to F before issue of Tender Papers.
5. The intending bidders will quote their rates in Schedule A.
6. The Proforma for registers and Schedule A to F are only for information and guidance. These are not to be filled in the Standard Form. The schedules with all blanks, duly filled, shall be separately issued to all intending tenders.
7. The Draft NIT approving authority may ensure that Schedule B to F and Form A-32 are filled up before approval.

General Guidelines for Works Manual and guidelines for circular issued by erstwhile MCD and SDMC

1. CPWD Works Manual/SOP available at the time of calling tenders on CPWD website cpwd.gov.in shall be applicable.
2. The Works Manual/SOP shall be applicable with the stipulations that "Powers of granting Administrative Approval, Financial and Technical sanctions, awarding of contracts, administration of budget grants and similar other matters for which specific provision have been made in the DMC Act., the Regulations and Bye-laws issued there under, or in any orders of delegations of powers issued by the Commissioner, will devolve on and be exercised by the various Municipal Authorities and officers in accordance with the aforesaid Act, Regulations and Bye-Laws and delegations and the CPWD Rules and orders will not apply in these matters.

142

3. All circular issued by erstwhile Corporation shall be valid unless these are amended by South Delhi Municipal Corporation.

This issues with the prior approval of competent authority

Sd/-

SUPERINTENDING ENGINEER (P)

All concerned through Chief Engineers

Copy for kind information to:

1. Hon'ble Mayor/SDMC
2. Hon'ble Dy. Mayor/SDMC
3. Hon'ble Chairman Standing Committee/SDMC
4. Hon'ble Dy. Chairman Standing Committee/SDMC
5. Hon'ble Leader of House/SDMC
6. Hon'ble Leader of Opposition/SDMC
7. Commissioner/SDMC
8. Addl. Cm. (Engg.)
9. Engr.-in-Chief.
10. CA-cum-FA
11. Chief Engr. (Plg.)
12. Director (DEMS)
13. Chief Auditor/SDMC
14. A.O. (IT) to place the circular on SDMC Website
15. E.E. (P)-I
16. Office Copy

[Signature]
13/10/2020

SUPERINTENDING ENGINEER (P)



PROFORMA OF SCHEDULES A TO F
OF
CONTRACT
FOR

S.D.M.C. WORKS
(Based on G.C.C. of C.P.W.D. Works, 2014)

SOUTH DELHI MUNICIPAL CORPORATION
(ENGINEERING DEPARTMENT)

PROFORMA OF SCHEDULES A TO F**SOUTH DELHI MUNICIPAL CORPORATION****PROFORMA OF SCHEDULES**

(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)
(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

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

SCHEDULE 'C'

Tools and plants to be hired to the contractor

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

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work:

Estimated cost of work : Rs.

- (i) Earnest Money : Rs. (to be returned after receiving performance guarantee)
- (ii) Performance Guarantee : 5% of tendered value
- (iii) Security Deposit : 2.5% of tendered value

Or

2.5% of tendered value plus 2.5% of PG for contracts involving maintenance of the building and services/ other work after construction of same building and services/ other work

SCHEDULE 'F'**GENERAL RULES
& DIRECTIONS :**

Officer inviting tender
Maximum percentage for quantity of items of work
to be executed beyond which rates are to be
determined in accordance with Clauses 12.2 & 12.3:

PROFORMA OF SCHEDULES A TO F**SOUTH DELHI MUNICIPAL CORPORATION****Definitions:**

2(v) Engineer-in-Charge	
2(viii) Accepting Authority	
2(x) Percentage on cost of materials and Labour to cover all overheads and profits:	15%
2(xi) Standard Schedule of Rates	
2(xii) Department	
9(ii) Standard SDMC Contract Form	
	SDMC Form A-33/A-34 modified & Corrected up to

Clause 1

- (i) Time allowed for submission of Performance Guarantee, programme chart (time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare Board or proof of applying thereof from the date of issue of letter of acceptance days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above *** days*
 *** (1 to 15 days to be filled by NIT approving authority)

Clause 2

Authority for fixing compensation under clause 2

Clause 2A

Whether Clause 2A shall be applicable Yes / No
 Applicable clause 2/cclause 2A

Clause 5

Schedule of handing over the site.

Applicable clause 5/cclause 5A

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

Schedule of issue of Designs.

Part	Portion of design	Description	Time period issue of design reckoned from date of receipt of tender
Part A	Portion already included in NIT		
Part B-1	Portions of Architectural Designs to be issued		
Part B-2	Portions of Civil Designs to be issued		
Part B-3	Portions of E&M designs to be issued		

PROFORMA OF SCHEDULES A TO F**SOUTH DELHI MUNICIPAL CORPORATION****Clause 5.2**

Nature of Hindrance Register (either Physical or Electronic)

Clause 5.4

Schedule of rate of recovery for delay in submission of the modified programme in terms of delay days

S.No.	Contract Value	Recovery (Rs.)
I.	Less than or equal to Rs. 1 crore	500
II.	More than Rs. 1 Crore but less than or equal to Rs. 5 Crore	1000
III.	More than Rs. 5 Crore but less than or equal to Rs. 20 Crores	2500
IV.	More than Rs. 20 Crores	5000

Number of days from the date of issue of letter of acceptance for reckoning date of start

..... days

Mile stone(s) as per table given below :—

S.No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone
1			
2			
3			
4			

Time allowed for execution of work.

.....Months.

Authority to decide :

- (i) Extension of time (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- (ii) Rescheduling of mile stones
(Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite contracts, as the case may be)
- (iii) Shifting of date of start in case of delay in handing over of site (Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)

Clause 6, 6A

Clause applicable - (6 or 6A)

(i) For works having estimated cost more than Rs. 15 lacs – Clause 6A

(ii) For works having estimated cost Rs. 15 lacs or less – Contractor's option either of Clause 6 or Clause 6A (to be exercised at Tender Submission)

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

Rs.

Clause 7A

Whether Clause 7A shall be applicable

Yes/No

Clause 8 B

- (i) This shall not apply for maintenance or up gradation contracts not involving any services.
- (ii) For other works, the limit shall be as below :

S.No.	Contract Value	Limit (Rs.)
I.	Less than or equal to Rs. 1 crore	2000
II.	More than Rs. 1 Crore but less than or equal to Rs. 5 Crore	5000
III.	More than Rs. 5 Crore but less than or equal to Rs. 20 Crores	25000
IV.	More than Rs. 20 Crores	50000

PROFORMA OF SCHEDULES A TO F

SOUTH DELHI MUNICIPAL CORPORATION

Clause 10A

List of testing equipment to be provided by the contractor at site lab.

1. 2. 3.
4. 5. 6.

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable

Yes / No

Clause 10C

Component of labour expressed as percent of value of work = %

Clause 10CA

S.No.	Material covered under this clause	Nearest Materials (other than cement*, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price and its corresponding period of all Materials covered under clause 10 CA**
1			
2			
3			
4			

* includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

**Base price and its corresponding period of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period. (Modified vide OM DG/CON/260 dt. 27.02.2012)

Clause 10CC

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column 12 months

Schedule of component of other Materials, Labour, etc. for price escalation.

Component of civil (except materials covered under clause 10CA) /Electrical construction Materials expressed as percent of total value of work. - Xm%

Component of Labour - expressed as percent of total value of work. Y%

Note : Xm.....% should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)

Clause 11

Specifications to be followed for execution of work

.....

Clause 12

Type of work

***To be filled by NIT approving authority either Project and original work or Maintenance works including works of up-gradation, aesthetic, special repair, addition/ alteration in buildings.

The items related to road work like up-gradation/ improvement of footpath & central verge, improvement of carriage way by patch repair or annual/periodical repairs of road surface and A/R & M/O works pertaining to road shall be treated as maintenance work.

New road construction works and the strengthening of road surface shall be considered as original works. (Modified vide OM DG/CON/270 dt. 11.06.2012)

12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work

PROFORMA OF SCHEDULES A TO F

SOUTH DELHI MUNICIPAL CORPORATION

12.5

(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work sub head in DSR and related items)

(ii) Deviation Limit for items mentioned in earth Work sub head of DSR and related items.

Clause 16

Competent Authority for deciding reduced rates

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

- | | | |
|---------|---------|---------|
| 1. | 2. | 3. |
| 2. | 5. | 6. |
| 7. | 8. | 9. |

Clause 25

Constitution of Dispute Redressal Committee (DRC)

Chairman -

Member -

Member -

Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate

S. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Expenditure	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figure	Words
1.							
2.							
3.							
4.							
5.							

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

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

Clause 42

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates

..... printed by C.P.W.D.

PROFORMA OF SCHEDULES A TO F

SOUTH DELHI MUNICIPAL CORPORATION

(ii) Variations permissible on theoretical quantities:

(a) Cement

For works with estimated cost put to tender not more than Rs. 5 lakh.

3% plus/minus.

For works with estimated cost put to tender more than Rs.5 lakh.

2% plus/minus.

(b) Bitumen All Works

2.5% plus & only & nil on minus side.

(c) Steel Reinforcement and structural steel sections for each diameter, section and category

2% plus/minus

(d) All other materials.

Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond Permissible variation	Less use beyond permissible variation
1.	Cement		
2.	Steel Reinforcement		
3.	Structural Sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price		

ANNEXURE TO CLAUSE 34 (x)

SOUTH DELHI MUNICIPAL CORPORATION

Annexure to clause 34 (x) showing quantities of materials of areas of surfacing to be considered for working out minimum period for which hire charges of road roller are to be recovered.

Sl. No.	Material of surfacing	Quantity or areas
1.	Consolidation of earth sub grade	1860 sqm
2.	Consolidation of stones soling 15 cm to 22.5 cm thick	170 cu.m
3.	Consolidation of brick soling 10 cm to 20 cm thick	230 cu.m
4.	Consolidation of wearing coat of stone ballast 7.5 cm to 11.5 cm thick	30 cum
5.	Consolidation of wearing cost of brick ballast 10cm, thick	60 cum
6.	Spreading and consolidation of red bajri 6 mm	1860 sqm
7.	Painting one coat using stone aggregate 12.5 mm nominal size (a) @ 1.65 m3 per 100 m2 and paving bitumen A-90 or S-90 @ 2.25 kg persqm or (b) @ 1.50 m3 per 100 m2 and bitumen emulsion or Road tar @ 2.25 Kg per sqm	930 sqm
8.	Painting two coats using:- (a) For first coat, stone aggregate 12.5 mm nominal size: (i) @ 1.50m2 per 100m2 with paving bitumen A-90 or S-90 @ 2 Kg per sqm OR (ii) @1.35m3 per 100m2 with bitumen emulsion @ 2 Kg per sqm OR (iii) @1.25m3 per 100m2 with road tar @ 2.25 Kg per sqm (b) For 2nd coat, stone aggregate 10mm nominal size 0.9 cum per 100 Sqm with (i) 1Kg of paving bitumen A-90 or S-90 or bitumen emulsion per Sqm OR (ii) 1.25 Kg. of road tar, per Sqm.	600 sqm 600 sqm.
9.	Re-painting with stone aggregate 10 mm nominal size 0.9 cum per 100 Sqm with:- (a) 1 Kg. of paving bitumen A-90 or S-90 per Sqm OR (b) 1.25 kg of bitumen emulsion per Sqm	1670 sqm
10.	2 cm premix carpet surfacing using 2.4 m3 of stone aggregate 10 mm nominal size per 100 m2 and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion specified quantities.	930 sqm
11.	2.5 cm premix carpet surfacing using 3m3 of stone aggregate 10 mm nominal size per 100 m2 and binder including tack coat, the binder being hot cut back Bitumen or bitumen emulsion in specified quantities.	930 sqm
12.	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 cum (60% 20mm nominal size and 40% 12.5 mm nominal size) per 100 m2 and coarse sand 1.9 cum per 100 m2 and hot cut back bitumen over a tack coat of hot cut back bitumen.	460 sqm

ANNEXURE TO CLAUSE 34 (x)**SOUTH DELHI MUNICIPAL CORPORATION**

13. 5 cm thick bitumen concrete surfacing using stone aggregate 4.8 cum (60% 25 mm nominal size and 40% 20mm nominal size) per 100m² and coarse sand 2.4 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot cut back bitumen 370 sqm
14. 6cm thick bitumen concrete surfacing using stone aggregate 5.8 cum (60% 40mm nominal size and 40% 25mm nominal size) per 100 Sqm and coarse sand 2.9 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot cut back bitumen. 280 sqm
15. 7.5 cm thick bitumen concrete surfacing using stone aggregate 7.3 cum (60% 50mm nominal size and 40% 40mm nominal size) per 100 Sqm and coarse sand 3.65 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot cut back bitumen. 230 sqm
16. 2.5 cm bitumastic sheet using stone aggregate 1.65 cum (60% 12.5mm nominal size and 40% 10mm nominal size) per 100 Sqm and coarse sand 1.65 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot cut back bitumen. 750 sqm
17. 4cm bitumastic sheet, using stone aggregate 2.6 cum (60% 12.5mm nominal size and 40% 10mm nominal size) per 100 Sqm and coarse sand 2.5 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot bitumen. 560 sqm
18. Laying full grouted surface using stone aggregate 40 mm nominal size 6.10cum per 100 Sqm with binder, binding with 20mm to 12.5mm nominal size stone grit. 1.83 cum per 100 Sqm and seal coat of binder and stone grit 10mm nominal size, 1.07cum per 100 Sqm, the binder being hot bitumen or tar as specified. 460 sqm
19. Laying full grouted surface using stone aggregate 50mm nominal size 9.14 cum per 100 Sqm grouting with binder with stone grit 20 mm to 12.5 mm nominal size, 1.83 cum per 100 Sqm and seal coat of binder and stone grit 10mm nominal size 1.07 cum/100 Sqm the binder being hot bitumen or tar. 370 sqm
20. 4cm thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 cum per 100 Sqm and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 cum per 100 Sqm and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 cum per 100 Sqm. 560 sqm
21. 5cm thick premix macadam surfacing with stone aggregate 25 mm nominal size, 6.10 cum per 100 Sqm and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 cum per 100 Sqm and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 cum per 100 Sqm. 460 sqm

