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**General Guidelines**

1. This standard document is applicable to Percentage rate tenders.
2. NIT Form, Schedules A to F, special conditions / specifications and drawings only will be uploaded on website. The standard document will not be uploaded 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 (NIT) Form and Schedules A to F.
4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in NIT Form and in Schedules B to F before issue.
5. The intending bidders will quote their percentage rates in Schedule A.
6. The Performa 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 uploaded on website.

**Note:- This page shall not form part of the tender document and not to be uploaded on website.**

**Important Instructions for Executive Engineers for E-Tendering**  
**(Not to be posted on website)**

1. All the Executive Engineers in Divisions, AE(P) in Divisions and Divisional Accountant shall have to obtain Digital Signature from authorized certifying authorities viz. NIC, MTNL, e-Mudhra, TCS, Safes crypt, GNFC etc.
2. Any intending bidder has to get himself registered with the NIC (National Informatics Center) through website <https://eprocure.gov.in.eprocure/app> before submission of bid.
3. All the documents such as NIT including Information and Instructions for Contractors, all the Conditions of NIT, Schedule of Quantities, Drawings and other documents shall be uploaded at one time.
4. The Tender Document as uploaded can be viewed by intending bidder free of cost. But the bid can only be submitted after uploading the mandatory scanned documents such as RTGS/NEFT, towards EMD in favour of respective A.O.(CAU) of Zone and Bank Guarantee in favour of respective Executive Engineer, if any.
5. NIT approving authority has to categorically specify the period during which EMD; e-tender processing fee and other documents shall be submitted in the office of Executive Engineer by the intending bidder after opening of his/their bid. The documents mentioned above should be submitted up to the time and date as mentioned in the NIT.
6. NIT approving authority has also to specify the time and date of opening of tender. Generally, a time of 3 working days after last date and time of submission of bid would be enough to verify the documents uploaded by the intending bidders. However, NIT approving authority may vary this period of 3 days as per requirement.
7. The list of documents to be scanned and uploaded by the intending bidder shall be clearly mentioned under Information and Instructions for contractors.
8. The sample Press Notice to be published in newspapers and the Information and Instructions for contractors to be attached in NIT are annexed separately. The Information and Instructions for contractors to be attached in NIT may be modified suitably as per requirement if found necessary by the NIT approving authority.
9. Executive Engineer will send soft copy of the upcoming tender regularly on respective E-mail ID Zone-wise for processing as per details given below:-  
 ddasouthzone@gmail.com  
 ddaeastzone@gmail.com  
 ddanorthzone@gmail.com  
 ddaNarelazone@gmail.com  
 ddadwarkazone@gmail.com  
 ddahortzone@gmail.com
10. Time limit for publicity of tenders shall be as per the provisions of Para 4.13 of CPWD Works Manual 2024 amended up to date.
11. To draw agreement EE shall download the tender document as uploaded with duly filled Schedule of Quantities. Contractor's negotiation letter and other relevant letters written by the contractor such as extending the validity of tenders etc. and Standard GCC - 2023 (Form 7 or Form 8) amended up to date or other Standard GCC on Form 9, 10, 11, 11A and 12 etc. as the case may be, shall form part of agreement.
12. No hard copy of any document will be required to be submitted by the tenderers till the opening of the tenders. Hard copies of relevant documents will be required from the lowest tenderer only.

13. Hard copies of documents as submitted physically by the contractor shall be compared with the documents uploaded at the time of submission of bid. In case of any discrepancy noticed, the tender shall become invalid and further necessary action to be taken as per the provisions contained in e-Tendering NIT.
14. NIT approving authority may issue any specific instructions to the Executive Engineer as per requirement.

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**Instructions to the Executive Engineer by NIT approving authority forming part of NIT & not to be posted on website**

The Executive Engineer shall attend to the following points before uploading the tender document on website:-

- i Any discrepancy in the approved NIT, if noticed, shall immediately be brought to the notice of the Officer preparing NIT for necessary decision of the officer approving the NIT.
- ii All blanks marked as ‘\*’ shall be filled in by the Executive Engineer/Deputy Director (Horticulture) before uploading the tender on the website.
- iii The tender documents should properly be page numbered by the Executive Engineer/Deputy Director (Horticulture) before uploading the tender on website.
- iv The Executive Engineer/Deputy Director (Horticulture) to ensure that tender document is clearly readable.
- v The references to Standing Order numbers indicated in the correction slips and cross-references shall not appear in the tender uploaded on the website.
- vi The drawings relating to work shall be made available to the contractors for their study and understanding the scope of work covered by this tender.
- vii All codal provisions may be attended to before call of tenders.
- viii The Executive Engineer to go through the Contractor’s instructions (to be posted on website) before uploading the tender.
- ix The Executive Engineer shall upload the tender documents with necessary test reports of ground water available at site in accordance with the EM Office Circular No.-653 dated 26-11-2010 for the guidance of the bidder and also see the Condition No.-19 mentioned in the Sub-Head “Special Conditions of Contract Requirement of registration and other eligibility criteria shall be suitably incorporated in the Press Notice by the Executive Engineer/NIT approving authority before issue.
- x Condition regarding availability of site has been provided, which, Executive Engineer should confirm before issue of Press Tender Notice.
- xi The Rate and Amount in Schedule of Quantities shall not be incorporated for call of Tender.

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

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

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

More information useful for submitting online bids on the CPP Portal may be obtained at:-

<https://etenders.gov.in/eprocure/app>.

**Registration**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**Searching for Tender Documents**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**Preparation of Bids**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

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

### Submission of Bids

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**Assistant to Bidders**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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**Special Instructions to the Contractors/ Bidders for the E-Submission of the bids online through this e-Procurement Portal**

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

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

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**NOTICE INVITING BID**  
**(E – TENDERING MODE)**  
**For Specialized Work**

Executive Engineer (E), Electrical Division No.-4 on behalf of Delhi Development Authority invites online **Percentage Rate** bids from specialized agencies who fulfill the eligibility criteria in **Two Bid System** for the following work up to 3.00P.M. on..... \*.....

<b>Name of work</b>	:	<b>Maintenance of completed scheme Narela.</b>
<b>Sub-Head</b>	:	<b>RMO of water supply system &amp; street lighting at Pocket 1 Sector A9, Narela.</b>

**1.1** The work is estimated to cost **Rs.17,20,836/-**. This estimate, however, is given merely as rough guide. Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below. Joint ventures are not accepted.

- a) Completion certificates issued by an officer of the Central Govt. /State Govt. /Autonomous bodies/PSU/CPSU not below the rank of Executive Engineer/Project Manager or equivalent will have to be furnished along with the application. The completion certificate must clearly indicate: -
- Date of completion of works.
  - Nature of work with estimated cost.
  - That the work has been completed satisfactorily.
  - Cost of work done.

**1.2 Criteria of eligibility for submission of bid documents**

**a) Experience certificate: -**

The bidder should have satisfactorily completed works during last seven years ending last day of month previous to the one in which the tenders are invited.

Three Similar Works each of value not less than **Rs.6,88,334/-** (40% of Rs. 17,20,836/-)

OR

Two Similar Works each of value not less than **Rs.10,32,502/-** (60% of Rs. 17,20,836/-)

OR

One Similar Work of value not less than **Rs.13,76,669/-** (80% of Rs. 17,20,836/-)

The value of executed works shall be brought to current costing level by enhancing the annual value of work at simple rate of 7% per annum, calculated from date of completion to the last date of submission of bids

**b) DEFINITION OF SIMILAR WORK:**

**“SITC/RMO of - D.G. Set (minimum capacity of 50 KVA)”.**

If the above completion certificate doesn't contain any of the components of electrical services then the firm may submit the separate completion for that specific components per the following table. (In this case, the completion certificates should clearly indicate the completion amount of that particular service).

A }  
C }  
D } NIL  
OW }  
CS }

Name of Component	Estimated Cost of the component.	Eligibility
SITC/ Operation & Routine Maintenance of DG Set of Minimum Capacity 50 KVA.	5,81,929/-	The firm should have successfully completed similar works during last 7 years ending last day of month previous to the one in which the tenders are invited. Three 'similar works' each costing not less than Rs.2,32,772/- OR Two 'similar works' each costing not less than Rs.3,49,157/- Lakh. OR One 'similar work' costing not less than Rs.4,65,543/-.
For works of General Nature/ Non Specialized work	11,38,907/-	Approved & eligible contractors of DDA, CPWD, BSNL, Railway, MES & P & T in the appropriate class.

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

Solvency of the amount equal to 40% of the Estimated Cost put to the Tender (ECPT) (On the format prescribed in Form B).

OR

Net Worth Certificate of Minimum 10% of the Estimated Cost put to Tender issued by certified Chartered Accountants (On the format prescribed in Form B-1).

**d) Financial Information: -**

The bidder should furnish the Annual Financial Statement for the Last Five Years in (Form- "A"). Solvency Certificate in (Form- "B")

OR

Net Worth Certificate in (Form- "B-1").

The bidder should not have incurred any Loss (Profit after tax should be Positive) in more than Two Years during available Last Five consecutive Balance Sheets/ Profit & Loss Account.

**e) Turnover :-**

Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.

**f) Profit/loss :-**

The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited and certified by the Chartered Accountant.

**g) Letter of transmittal :-**

The bidder should submit the Letter of Transmittal attached with the document.

**1.3 To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:**

"I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the

A }  
C }  
D } NIL  
OW }  
CS }

Department, then I/we shall be debarred for bidding in DDA in future forever. Also, if such a violation comes to the notice of the Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of earnest money deposit/ performance guarantee.” (Scanned copy to be uploaded at the time of submission of bid).

2. Agreement shall be drawn with successful bidder on prescribed Form No. CPWD-7 which is available on Govt. of India Publication and also available on website [www.cpwd.gov.in](http://www.cpwd.gov.in). Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **12 Months** from the date of start as defined in Schedule “F” or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. **The site for the work is available.**
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on website [www.dda.org.in](http://www.dda.org.in) or central public procurement portal <https://eprocure.gov.in/eprocure/app> free of cost.

**Note: -** Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-II digital signature to submit the bid.

6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. i) Earnest money shall be deposited through RTGS/ NEFT in the account of **Senior A.O. CAU(Narela Project Zone)**, DDA having SB account No. **110094995363** with Canara Bank, Wazirpur Main branch, 18 community centre, Deep market Ashok Vihar, Phase I, Delhi 110052 (IFSC code CNRB0000387). The unique transaction reference of RTGS/ NEFT shall have to be scanned & uploaded by the bidder in the e-tendering system within the period of bid submission. (The Executive Engineer, **ELD-4** will get earnest money verified from CAU based on the unique transaction reference number against each RTGS/ NEFT payment before the bids are opened).
- ii) A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or **Rs.20 Lac**, whichever is less, shall have to be deposited through RTGS / NEFT mode. If the amount of E.M is more than Rs.20.00 Lac, then the amount of E.M. beyond Rs.20.00 Lac can be deposited in the form of Bank Guarantee of any Commercial Bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system, earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation.

**Note: -**

1. Bidders registered in Contractor’s Registration Board (CRB) of DDA are required to pay the e-tendering annual charges as under:

A }  
C }  
D } NIL  
OW }  
CS }

S. No.	Class of Contractor	Amount to be paid per Annum
	Class-I	Rs.20,000/-+ GST @ 18%
	Class-II	Rs.16,000/-+ GST @ 18%
	Class-III	Rs.14,000/-+ GST @ 18%
	Class-IV	Rs.10,000/-+ GST @ 18%
	Class-V	Rs.6,000/-+ GST @ 18%

2. The bidders who are not registered in DDA and wish to bid in DDA tenders are required to pay annual charge of e-tendering to Secretary CRB, DDA in prescribed form as under:

S. No.	Cost of work	E-tendering fees
1.	Up to Rs.15.00 lakh	Rs.6,000/-+ GST @ 18%
2.	Above Rs.15.00 lakh to 20.00 Crores	Rs.20,000/-+ GST @ 18%
3.	Above Rs.20.00 Crore	Rs.50,000/-+ GST @ 18%

**Proof of registration (if applicable) and the proof of payment i.e., RTGS / NEFT number and its scanned copy are to be uploaded.**

**Note: -**

**GST shall have to be deposited @ 18% i.e. (CGST @ 9% & SGST @ 9%) along with tendering/processing fee to be deposited in the shape of DD/RTGS in favour of PAO(E/W)/DDA Vikas Minar with GST no. for all the registered/non-registered/ to be registered contractors.**

**Documentary proof in support there of shall have to be uploaded by the bidders.**

- Earnest money and cost of bid have to be deposited through separate transactions.
- Interested contractor who wish to participate in the bid has also to make following payments.
- The unique transaction reference of RTGS / NEFT against EMD and bank guarantee shall be submitted to tender opening authority by the tenderer within one week of demand.
- Copy of enlistment order and other documents as specified in the tender document shall be scanned and uploaded to the e-tendering website within the period of bid submission and shall be submitted to the tender opening authority by the tenderer within one week of demand.
- Online bid documents submitted by intending bidders shall be opened only of those bidders who have EMD deposited with division office of DDA and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 03:30 pm on \_\_\_\_\* \_\_\_\_\_. (To be filled by ELD-4).

**Note: -**

“The bidder will use one UTR for one work only. In case it is found that he has used one UTR number for different bids, the entire bid submitted by him will be rejected and he will be debarred from further bidding in DDA in future.”

- The bid submitted shall become invalid and e-tender processing fee shall not be refunded if
  - The bidder does not upload all the documents (including GST registration) as stipulated in the bid documents.
  - If any discrepancy is noticed between the documents as uploaded at the time of submission of the bid and hard copies as submitted physically by the bidder in the office of tender opening authority.

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- iii. The bidder does not deposit physically EMD within a week of opening of bid.
- iv. If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as tenderer.
9. The contractor whose bid is accepted will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F. This guarantee shall be in the form of **Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks** in accordance with the prescribed form. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.** The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board **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.**
10. The competent authority on behalf of DDA does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
11. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
12. The competent authority on behalf of DDA reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
13. The contractor shall not be permitted to bid for works in the DDA Circle (Division in case of contractors of Horticulture/ Nursery category) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Gazetted officer in DDA or in the Ministry of Urban development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
14. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from the Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found anytime to be such a person who had not obtained the

permission of the DDA as aforesaid before submission of the bid or engagement in the contractor's service.

15. The bids for the work shall remain open for acceptance for a period of 30 (thirty) days from the date of opening of bids in case of Single-Bid System and 75 (Seventy Five) days from the date of opening of technical **bids** in case bids are invited on 2 or 3 Bid System. Further
- i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the DDA shall without prejudice to any other right or remedy, be at liberty of forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
  - ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the DDA shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
  - iii) In case of forfeiture of earnest money as prescribed in Para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.

(i) If the Contractor withdraw his offer immediately after the award of work.	The Earnest Money as well as Performance guarantee deposited by the Contractor shall be forfeited absolutely.
(ii) If the Contractor withdraw his offer after taking over possession of site.	It is deemed that the Contractor has entered into Agreement and to penalize the Contractor for not completing the work within the stipulated period will be taken against the Contractor, if he abandons the site after taking over the possession of the site from the Engineer in charge. For taking action under <b>Clause-2 &amp; 3</b> , the only documentary proof required will be the document showing signature of the Contractor or his authorized representative for taking over the possession of site. It is further clarified that action under Clause 2 & 3 of the Agreement attracted even though the Contractor fails to sign the Agreement on Rs.100/- non-judicial stamp paper but do not start work from the fifteenth day after date on which the order to commence the work is issued to the Contractor. The date of start of the work will be considered as date of taking over the Possession of site. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

16. This 'Notice Inviting Bid' shall form a part of the contract document. The successful bidders/contractor on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- (a) The Notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - (b) Standard NIT Form or other Standard form as applicable.

17. In case any discrepancy is noticed between the document as uploaded at the time of submission of the bid online and then the bid submitted shall become invalid and the DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

18. (a) It may please be carefully noted that no condition, whatsoever, shall be accepted by the department and the contractor is strictly prohibited from giving conditional tender and if any contractor is not prepared to execute the work at the terms and conditions contained in the tender documents, he is requested not to tender for this work. It may be noted that if any contractor chooses to submit conditional tender in spite of clear direction given above, his tender is liable to be summarily rejected and his full Earnest Money shall stand forfeited. He will also be liable for being debarred from tendering in DDA for a period of six months.

~~(b) Monthly payment to the contractor will be made when gross amount of the work done during the previous months is not less than 10% of tendered value (as per schedule "F")~~

19. (a) **GST, purchase tax, turnover tax or any other tax in respect of the contract shall be payable by the contractor and DDA will not entertain any claim whatsoever in this respect.**

- (b) (i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution ( 46<sup>th</sup> Amendment)Act,1982,if any further tax or levy is imposed by states, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer ( whose decision shall be final and binding on the contractors) attributable to delay in execution of work within the control of the contractor.
- (ii) The Contractor must produce certificate of registration of GST under Delhi GST Act 2017 and tax clearance certificate thereof from the concerned department (s).

20. Tenderers may refer Press Tender Notice/detailed tender notice in e-tendering website for any corrigendum/amendments in the tender.

**21. For Composite Bids**

21.1.1. The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document and Ernest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.

21.1.2. The bid document will include following three components:

**Part A:-** NIT Form including schedule A to F for the major component of the work, Standard General Conditions of Contract for DDA as amended / modified up to date.

**Part B:-**General/ specific conditions, specifications and schedule of quantities applicable to major component of the work.

**Part C:-** Schedule A to F for minor component of the work. (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components), General / Specific conditions, specifications and schedule of quantities applicable to minor component (s) of the work.

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- 21.1.3. The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individually.
- 21.1.4. The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.
- 21.1.5. After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the DDA. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's in charge of minor components. One such signed set of agreement shall be handed over to EE in charge of minor components (s). EE of major component will operate Part A and Part B of the agreement. EE in charge of minor component (s) shall operate Part C along with Part A of the agreement.
- 21.1.6. Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 21.1.7. Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.
- 21.1.8. The main contractor has to associate agency (s) for minor component (s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency (s) to Engineer – in – charge of minor component (s) within prescribed time. Name of the agency (s) to be associated shall be approved by Engineer – in – charge of minor component (s).
- 21.1.9. In case the main contractor intends to change any of the above agency / agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 21.1.10. The main contractor has to enter into agreement with contractor (s) associated by him for execution of minor component (s). Copy of such agreement shall be submitted to EE in charge of each minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 21.1.11. Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 21.1.12A. **The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-charge of major component after record of completion certificate of all other components.**
- 21.1.12B. Final bill of whole work shall be finalized and paid by the EE of major component. Engineer (s) in charge of minor component (s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.

22. The bid document will include following two components:

**Part a: - Notice Inviting Bid form, Contract for work form including schedule A to F** for major component of the work, General Conditions of Contract for works.

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**Part B:** - General/ specific conditions, specifications and schedule of quantities applicable to major component of the work

23. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from bidding and taking works in DDA. The department reserves the right to verify the particulars furnished by the applicant independently including carrying out inspection of works completed by them.
24. a) It may please be carefully noted that no condition, whatsoever, shall be accepted by the department and the contractor is strictly prohibited from giving conditional bid and if any contractor is not prepared to execute the work at the terms and conditions contained in the bid documents, he is requested not to bid for this work. It may be noted that if any contractor chooses to submit conditional bid in spite of clear direction given above, his bid is liable to be summarily rejected and his full Earnest Money shall stand forfeited. He will also be liable for being debarred from bidding in DDA for a period of six months.
- 25.(a) GST, Purchase Tax, Turnover Tax or any other tax on material in respect of this contract shall be payable by the Contractor and DDA will not entertain any claim whatsoever in respect of the same.
- (b) Contractor must produce certificate of registration of CGST/IGST/UTGST/SGST under GST Act-2017 and tax clearance certificate
26. **Labour Cess:** Cess under the provisions of the buildings and other constructions workers (RE&CS) Act-1996 and the building and other construction workers welfare cess Act 1996 @ 1% of the constructions/ projects shall be deducted at source from the bill paid to the contractor, DDA shall not bear any liability on account of cess being deducted and reimbursed to GNCTD in pursuance of building and other construction workers welfare cess Act 1996 read with Delhi Building and other construction workers(RE & CS) Rules 2002.
27. Bidders may refer Press Bid Notice/detailed bid notice in e-bidding website for any corrigendum/amendments in the bid.
28. DDA will not be responsible for not getting internet connection/power supply while downloading the Electronic bid sheets/documents or while uploading their bids.
- 29.(a) It will be obligatory on the part of the bidder to sign the bid document for all the components. (The schedule of quantities, conditions and special conditions etc.)
- (b) After the award of work the contractor will enter into separate agreement for civil and electrical work with Nodal Engineer-in-charge to be appointed by the competent authority and thereafter will enter into separate agreement with respective Engineer-in-charge under whose jurisdiction work would be executed.

Executive Engineer

Electrical Division - 4

For and on behalf of DDA, New Delhi

Dated .....

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AE(E)P/ELD-4

**Percentage Rate Tender and Contract Form for Works (CPWD-7)**

Name of Work	:	Maintenance of completed scheme Narela.
Sub-Head	:	RMO of water supply system & street lighting at Pocket 1 Sector A9, Narela.

- i. To be submitted through E-Tendering up to 3.00 pm on as per annexure-II to Executive Engineer, Electrical Division No.-4.
- ii. To be opened through E-Tendering at 3.30 pm on as per annexure-II by the Executive Engineer, Electrical Division No.-4.

**TENDER**

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

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

I/We agree to keep the tender open for **30 (Thirty) days** from the due date of its opening in case of Single-Bid System/**90 (Ninety) days** from the date of opening of technical bid in case tenders are invited on 2 /3-Bid/ System for Specialized Work and not to make any modification in its terms and conditions.

I/We have deposited EMD for the prescribed amount in the office of concerned Executive Engineer as per the bid document.

A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance SuretyBonds, Account Payee Demand Draft, fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank, is scanned and uploaded (strike out as the case may be)

**OR**

A sum of **Rs.34,417/-** deposited in the account of A.O. (CAU) is hereby forwarded in form of UTR of RTGS/NEFT/Bank Guarantee beyond Rs.20 Lac issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said DDA or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that DDA or the successors in office shall 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 got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of the Department, then I/We shall be debarred for tendering in DDA in future forever. Also, if such a violation comes to the notice of 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 there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety & integrity of the State.

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D } NIL  
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AE(E)P/ELD-4

Dated  
Witness:  
Address:  
Occupation:

Signature of Contactor  
Postal Address

**A C C E P T A N C E**

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

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

- a)
- b)
- c)

For & on behalf of the DDA.

Signatures : .....

Designation : Executive Engineer (Electrical)

Electrical Division No.- 4, DDA

Dated:

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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART  
OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**

**(Applicable for inviting Two-Bid System)**

Executive Engineer (E), Electrical Division No. -4 on behalf of Delhi Development Authority invites online **Percentage Rate** bids from specialized agencies who fulfill the eligibility criteria in Two Bid system for the following work up to 03.00P.M. on.....\*

1.	NIT No.	:	14/EE/ELD-4/DDA/2026-27
2.	Name of work	:	Maintenance of completed scheme Narela.
3.	Sub Head	:	RMO of water supply system & street lighting at Pocket 1 Sector A9, Narela.
4.	Estimated Cost put to bid	:	Rs.17,20,836/-
5.	Earnest Money	:	Rs.34,417/-
6.	Period of completion	:	12 Months
7.	Publish Date (uploading)	:	26/05/2026
8.	Document download / sale start date	:	26/05/2026
9.	Document download / sale end date	:	03/06/2026
10.	Date & time of Pre-Bid (if applicable)	:	28/05/2026 at 11:30 A.M. in the chamber of EE/ELD-4, DDA, Madhuban Chowk, Rohini, Delhi-110085.
11.	Clarification start date	:	N/A
12.	Clarification end date	:	N/A
13.	Bid submission start date & time, scanning & uploading UTR of RTGS / NEFT against EMD, proof of payment for processing fee & other documents	:	29/05/2026 at 03:00 P.M.
14.	Bid submission end date & time, scanning & uploading UTR of RTGS / NEFT against EMD, proof of payment for processing fee & other documents	:	03/06/2026 at 03:00 P.M.
15.	Bid opening date & time	:	03/06/2026 at 03:30 P.M.
16.	Time & date of opening of price bid	:	To be notified after qualification of eligible agencies.
* : To be filled in approved NIT by NIT approving authority.			
** : Pre bid shall be held only for specialized works			
# : To be filled in by tender inviting authority while uploading tender.			

1. Contractors who fulfill the following requirements shall be eligible to apply. **Joint ventures are not accepted.**

**a) Experience certificate: -**

The bidder should have satisfactorily completed works during last seven years ending last day of month previous to the one in which the tenders are invited.

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AE(E)P/ELD-4

- Three Similar Works each of value not less than **Rs.6,88,334/-** (40% of Rs. 17,20,836/-)  
 OR  
 Two Similar Works each of value not less than **Rs.10,32,502/-** (60% of Rs. 17,20,836/-)  
 OR  
 One Similar Work of value not less than **Rs.13,76,669/-** (80% of Rs. 17,20,836/-)

The value of executed works shall be brought to current costing level by enhancing the annual value of work at simple rate of 7% per annum, calculated from date of completion to the last date of submission of bids

**b) DEFINITION OF SIMILAR WORK:**

**“SITC/RMO of - D.G. Set (minimum capacity of 50 KVA)”.**

If the above completion certificate doesn't contain any of the components of electrical services then the firm may submit the separate completion for that specific components per the following table. (In this case, the completion certificates should clearly indicate the completion amount of that particular service).

Name of Component	Estimated Cost of the component.	Eligibility
SITC/ Operation & Routine Maintenance of DG Set of Minimum Capacity 50 KVA.	5,81,929/-	The firm should have successfully completed similar works during last 7 years ending last day of month previous to the one in which the tenders are invited. Three 'similar works' each costing not less than Rs.2,32,772/- OR Two 'similar works' each costing not less than Rs.3,49,157/- Lakh. OR One 'similar work' costing not less than Rs.4,65,543/-.
For works of General Nature/ Non Specialized work	11,38,907/-	Approved & eligible contractors of DDA, CPWD, BSNL, Railway, MES & P & T in the appropriate class.

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

Solvency of the amount equal to 40% of the Estimated Cost put to the Tender (ECPT) (On the format prescribed in Form B).

OR

Net Worth Certificate of Minimum 10% of the Estimated Cost put to Tender issued by certified Chartered Accountants (On the format prescribed in Form B-1).

**d) Financial Information: -**

The bidder should furnish the Annual Financial Statement for the Last Five Years in (Form- "A"). Solvency Certificate in (Form- "B")

OR

Net Worth Certificate in (Form- "B-1").

The bidder should not have incurred any Loss (Profit after tax should be Positive) in more than Two Years during available Last Five consecutive Balance Sheets/ Profit & Loss Account.

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**e) Turnover :-**

Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.

**f) Profit/loss :-**

The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited and certified by the Chartered Accountant.

**g) Letter of transmittal :-**

The bidder should submit the Letter of Transmittal attached with the document.

2.To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:

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

3. Agreement shall be drawn with successful bidder on prescribed Form No. CPWD-7 which is available on Govt. of India Publication and also available on website [www.cpwd.gov.in](http://www.cpwd.gov.in). Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be **12 Months** from the date of start as defined in Schedule “F” or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
5. The site for the work is available.
6. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on website [www.dda.org.in](http://www.dda.org.in) or central public procurement portal <https://eprocure.gov.in/eprocure/app> free of cost.  
Note: - Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-II digital signature to submit the bid.
7. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
8. i) Earnest money shall be deposited through RTGS/ NEFT in the account of **Senior A.O. CAU(Narela Project Zone)**, DDA having SB account No. **110094995363** with Canara Bank, Wazirpur Main branch, 18 community centre, Deep market Ashok Vihar, Phase I, Delhi 110052 (IFSC code CNRB0000387). The unique transaction reference of RTGS/ NEFT shall have to be scanned & uploaded by the bidder in the e-tendering system within the period of bid submission. (The Executive Engineer, ELD-4 will get Earnest Money verified from CAU based on the unique transaction reference number against each RTGS/ NEFT payment before the bids are opened).
- ii) A part of Earnest Money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20 Lac, whichever is less, shall have to be deposited through RTGS / NEFT mode. If the amount of E.M is more than Rs.20.00 Lac, then the amount of E.M. beyond Rs.20.00 Lac can be deposited in the form of Bank Guarantee of any Commercial Bank having

validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system, earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation.

**Note:- Bidders registered in Contractor's Registration Board (CRB) of DDA are required to pay the e-tendering**

**Annual charges as under:**

Sl. No.	Contractor	Amount to be paid per Annum
I		Rs. 6,000 + GST @ 18%
II		Rs. 10,000 + GST @ 18%
III		Rs. 15,000 + GST @ 18%
IV		Rs. 20,000 + GST @ 18%
V		Rs. 30,000 + GST @ 18%

The bidders who are not registered in DDA and wish to bid in DDA tenders are required to pay annual charge of e-tendering to Secretary CRB, DDA in prescribed form as under:

S. No.	Cost of work	E-tendering fees
1.	Up to Rs. 15.00 lakh	Rs. 6,000/- + GST @ 18%
2.	Above Rs. 15.00 lakh to 20.00 crores	Rs. 20,000/- + GST @ 18%
3.	Above Rs. 20.00 Crore	Rs. 50,000/- + GST @ 18%

**Note:- GST shall have to be deposited @ 18% i.e. (CGST @ 9% & SGST @ 9%) along with tendering/processing fee to be deposited in the shape of DD/RTGS in favour of PAO(E/W)/DDA Vikas Minar with GST no. for all the registered/non-registered/ to be registered contractors.**

**Documentary proof in support thereof shall have to be uploaded by the bidders.**

- Earnest money and cost of bid have to be deposited through separate transactions.
- Interested contractor who wish to participate in the bid has also to make following payments.
- The unique transaction reference of RTGS / NEFT against EMD and bank guarantee shall be submitted to tender opening authority by the tenderer within one week of demand.
- Copy of enlistment order and other documents as specified in the tender document shall be scanned and uploaded to the e-tendering website within the period of bid submission and shall be submitted to the tender opening authority by the tenderer within one week of demand.
- Online bid documents submitted by intending bidders shall be opened only of those bidders who have EMD deposited with division office of DDA and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 03:30 pm on \_\_\_\_\*\_\_\_\_. (To be filled by ELD-4).

**Note:-“The bidder will use one UTR for one work only. In case it is found that he has used one UTR number for different bids, the entire bid submitted by him will be rejected and he will be debarred from further bidding in DDA in future.”**

- Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website.
- The intending bidder must have valid class-II digital signature to submit the bid.
- On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

A }  
C }  
D } NIL  
OW }  
CS }

12. Contractor can upload documents in the form of JPG format and PDF format.
13. **Certificate of financial turn over:** At the time of submission of bid contractor may upload affidavit / certificate from CA mentioning financial turnover of last 7 years or for the period as specified in the bid documents and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
14. Contractor must ensure to quote percentage rate. If a tenderer does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
15. The eligibility and / or technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
16. Pre Bid conference shall be held in the chamber of EE/ ELD-4, DDA, Madhuban Chowk, Rohini, Delhi-110085 at 11:30 A.M. on 28/05/2026 to clear the doubt of intending tenderers, if any.
17. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many tenders are received satisfying the laid down criterion.

**List of self-attested documents to be scanned and uploaded within the period of tender submission, it mandatory to upload scanned copies of all the documents including GST, if documents are not uploaded then bid will become invalid & shall summarily be rejected.**

- (i) Proof of EMD submitted.
- (ii) Proof of payment made for e-tendering processing fee charges to CRB, DDA as detailed in Para No.-9 of Notice Inviting Bid (E-Tendering Mode).
- (iii) GST Registration Certificate, if already obtained by the bidder (with up to date return filed).  
If the bidder has not obtained GST registration as applicable, then he/she shall scan and upload following **undertaking** along with bid documents:-  
***"If work is awarded to me, I/we shall obtain GST registration certificate as applicable within one month from the date of receipt of award letter or before release of any payment by DDA, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by DDA or GST department in this regard".***
- (iv) Valid Enlistment order.
- (v) Valid Electrical license.
- (vi) An undertaking that bidder has not been blacklisted from tendering process by any Govt. organization, PSU etc. on letter head of agency duly dated.
- (vii) Tender acceptance letter, as per attached format on agency's letter head.
- (viii) EPFO & ESIC registration certificate (if applicable).
- (ix) Bank Solvency Certificate or Net worth certificate
- (x) Certificate of Work Experience
- (xi) Certificate of Financial Turnover from CA for last 3 years.
- (xii) Corrigendum to tender uploaded before opening of tender (if any).
- (xiii) Any other documents as specified in the press notice.

**Form 'B'**

**Banker Certificate from a Scheduled Bank**

This is to certify that to the best of our knowledge and information that M/s.....

having marginally noted address, as a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs.....(Rupees.....).

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

(Signature) for the Bank

**Note:-**

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

**Information (Form 'B'-1)**

**Form for Certificate of Net Worth Chartered Accountant**

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year ....., the Net worth of M/s ..... (Name & Registered Address of individual/firm/company), as on ..... (The relevant date) is Rs. .... after considering all liabilities. It is further certified that the Net worth of the company has not eroded by more than 30% in the last three year ending on (the relevant date).”

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership No. of ICAI

Date and Seal

A }  
C } NIL  
D }  
OW }  
CS }

Tender Acceptance Letter

(To be given on Company Letter Head)

To,

Date:

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Sub: Acceptance of Terms &amp; Conditions of Tender.

Tender Reference No./NIT No.: \_\_\_\_\_

Name of Tender/Work: -

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Dear Sir,

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

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

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

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

**General Rules & Directions**

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted 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 tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

**Applicable for Item Rate Tender only (CPWD- 8)**

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

**Applicable for Percentage Rate Tender only (CPWD-7)**

- 4A. In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if:-
  - I. The contractor does not quote percentage above/below on the total amount of tender or any

section/sub head of the tender.

- II. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
- III. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

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

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

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

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

**Applicable for Item Rate Tender only (CPWD - 8)**

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

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

**Applicable for Percentage Rate Tender only (CPWD - 7)**

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

**Applicable for Percentage Rate Tender only (CPWD- 7)**

10. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.
11. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank guarantee of any Commercial Bank.
- (ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered amount of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank guarantee from any of the Commercial Banks will be accepted for this purpose provided confirmatory advice is enclosed.
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in- Charge.
13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
14. The contractor shall give a list of both Gazetted and non-gazetted DDA employees related to him.
15. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc.
16. The contractor shall submit list of works which are in hand (progress) in the following form:

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

Conditions of ContractDefinitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the DDA and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
  - (i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - (ii) The **Site** shall mean the land, places on, into or or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out the contract.
  - (iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - (iv) The **President** means the President of India and his successors.
  - (v) **Government** or **Government of India** shall mean the President of India.
  - (vi) The **Engineer-in-charge** means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the DDA as mentioned in Schedule 'F' hereunder.
  - (vii) The terms **Director General** includes Special Director General/Additional Director General and CPM/Chief Engineer of the Zone.
  - (viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
  - (ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
  - (x) (a) **Market Rate** shall be the rate as decided by the Engineer-in- Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits. Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.  
 (b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued previous day of the last date of submission of the tender.
  - (xi) **Department** means DDA or any department of Government of India which invites tenders on behalf of DDA as specified in schedule 'F'.
  - (xii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.

- (xiii) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- (xiv) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- (xv) **GST** shall mean Goods and Service Tax-Central, State and Inter State.
- (xvi) **Extra items** are those items which are not available in the contract  
**a. Non Schedule Extra Items** are those items which are not available in the Standard Schedule of Rates specified in Schedule F.  
**b. Scheduled Extra Items** are those items which are available in the Standard Schedule of Rates specified in Schedule F.
- (xvii) **Completion cost:** The completion cost includes gross amount of work done, amount of extra item(s) and deviation(s) and escalation admissible as per agreement etc.
- (xviii) **Maintenance work:** Maintenance work(s) are those works(s) which includes upgradation, aesthetics improvement, special repair, addition/alteration, annual repair, comprehensive maintenance work, etc.

### **Scope and Performance**

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender documents. None of these documents shall be used for any purpose other than that of this contract.

### **Works to be carried out**

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

### **Sufficiency of Tender**

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

### **Discrepancies and Adjustment of Errors**

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.  
8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preferences 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 CPWD 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) Safety Code
  - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by DDA or its contractors.
  - (d) Contractor's labour regulations.
  - (e) List of Acts and omissions for which fines can be imposed.
- (iii) No payment for work done will be made unless contract is signed by the contractor.

\*\*\*\*

**CLAUSES OF CONTRACT****Clause 1: Performance Guarantee**

- (i) The contractor shall submit an irrevocable Performance Guarantee **at specified percentage** of the tendered **amount as mentioned in Schedule 'E'** in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. **This Guarantee shall be in the form Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks.** In case a fixed deposit receipt of any Bank is furnished by the contractor to the DDA as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.
- (ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus minimum **6 months beyond that.**

In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

- (iii) The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the DDA is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- 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.
  - Failure by the contractor to pay DDA any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DDA.

**CLAUSE 1 A****Recovery of Security Deposit**

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

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the

contractor by DDA on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 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 mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

**Note3:-**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 contractor justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) till the progress remains below that specified in Clause 5 or that the work remains incomplete.

#### **Compensation for delay of work**

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

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of

work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

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

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the DDA. 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. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

#### **Clause 2A- Compensation for Delay**

For Maintenance Works **estimated cost upto Rs.25 Lacs** If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the work remains incomplete in the following manners.

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

#### **Compensationfordelayofwork**

- (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 months.

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

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

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government.

**Clause 3: When Contract can be Determined**

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in DDA service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for DDA.
- (vi) If the contractor shall enter into a contract with DDA in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with DDA as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed

- or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- (xii) When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the DDA shall have powers:-
- (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the If therevisedtenderedamount(workedoutonthebasisofquotedrateofindividualitems)contractorundert hehandoftheEngineer-in-Chargeshallbeconclusiveevidence). Upon such determination, the Earnest Money Deposit, SecurityDepositalreadyrecovered,SecuritydepositpayableandPerformanceGuaranteeunderthecontra ctshallbeliabletobeforfeitedandshallbeabsolutelyatthedisposaloftheDDA.
- (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 months whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days.

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

### **Clause 4: Contractor liable to pay compensation even if action not taken under Clause 3**

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the

Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

**Clause 5: Time and Extension for Delay**

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

5.1 (i) As soon as possible but within 7 (seven) working days of award of work and in consideration of

(a) Schedule of handing over of site as specified in the Schedule 'F'

(b) Schedule of issue of designs as specified in the Schedule 'F',

the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working 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 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.

(i) 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.

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

(iii) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report

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

(i) force majeure, or

(ii) abnormally bad weather, or

(iii) serious loss or damage by fire, or

(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

(v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or

(vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

- 5.3 In case the work is hindered in the opinion of the contractor, by the Department for any reason/ event, for which the department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work.

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

- 5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix-XVI) 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.

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

- 5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

#### **Time is the essence of the contract**

##### **Clause 5A: For Maintenance Works estimated cost up to Rs. 25 Lacs**

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

##### **Clause 6: Electronic Measurement Book (EMB) through DDA BMS portal**

Engineer-in-Chargeshall,exceptasotherwiseprovided,ascertainanddetermine by measurement the value of work done inaccordancewiththecontract.

All measurements of all items having financial value shall be entered in Electronic Measurement Book (EMB) on DDA MBS Portal and/or level field book by the contractor as per procedure laid down by

DDA through circular/guidelines issued from time to time. Contractor will not be entitled for any additional payment for doing measurements on Electronic Measurement Book (EMB). The contractor will be responsible for submitting the measurements in the Electronic Measurement Book (EMB) on DDA MBS Portal. This will be checked by the Junior Engineer/Assistant Engineer/Executive Engineer concerned on the on DDA MBS Portal itself.

However, all measurement/levels shall be taken jointly by Engineering-in-Charge or his/her authorized representative and by the contractor or his/her authorized representative from time to time during the progress of work and such measurements shall be signed and dated by Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his/her authorized representative is not available and the work of recording measurement is suspended by the Engineer-in-Charge or his/her representative, the Engineer-in-Charge and the department shall not entertain any claim from contractor for any loss or damage on this account. If the contractor or his/her authorized representative does not remain present at the time of such measurements after the contractor or his/her authorized representative have been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his/her absence by the Engineer-in-Charge or his/her representative shall be deemed to be accepted by the contractor and shall be binding upon him.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set 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/her authorized representative-in-charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement any work without consent in writing of the Engineer-in-Charge or his/her 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 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/her authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account 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 defect's liability period.

**Clause 7- Payment on intermediate certificate to be regarded as Advances**

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

An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor.

Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

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

Resources deployed by the Engineer-in-charge for ex-parte preparation of bill, subject to minimum of Rs.5,000/- per such two monthly cycle of ex-parte bill, shall be at the risk and cost of the contractor and shall be recovered from his bill. A copy of such ex-parte bill shall be sent to the contractor for his record. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor.

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

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

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bills to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% (ten percent) per annum The Engineer-in-Charge in his sole discretion ..... contractor a simple interest @ 10% (ten percent) per annum on the advance payment made to the contractor, shall be paid to the Government from the date of expiry of prescribed time limit.

**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.

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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 7B- Payment to third party**

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

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

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

Signature of the contractor

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

**Clause 8: Completion Certificate**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and 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 8: 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

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departmentally or through any other agency. Before taking such action, the Engineer-in Charge shall give ten days' notice in writing to the contractor.

**Clause 9: Payment of Final Bill**

The final 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. Payment of those items of the bill in respect of which there is no dispute, and for those items which are in dispute on account of quantity and/or rates shall be paid at approved quantity and/or rates by the Engineer-in-Charge, within three months period reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.

If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the deptt. after prescribed time limit, a simple interest @5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.

**Clause 9A: Payment of Contractor's Bills to Banks**

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

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

**Clause 10A: Materials to be provided by the Contractor**

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

The contractor shall, at his own expense and without delay; supply to the Engineer-in Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty (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.

**Clause 10 B: Secured Advance on Materials**

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

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

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

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

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material (s) being considered under this clause), Government shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory

rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

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

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

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

**Clause 10CC: Payment due to Increase/Decrease in Prices/Wages after Receipt of Tender for Works**

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

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as below:
  - (a) Gross value of work done up to this quarter: (A)
  - (b) Gross value of work done up to the last quarter: (B)
  - (c) Gross value of work done since previous quarter (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) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)

Then, M=C+F+I-J  
N=0.85 M  
Cost of work for which escalation is applicable:  
W=N
- (iii) Components for materials (except cement, reinforcement bars, structural steel, POL) labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.
- (iv) The compensation for escalation for other materials shall be worked as per the formula given below:- Adjustment for civil component/electrical component of construction 'Materials'

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

A }  
C }  
D } NIL  
OW }  
CS }

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

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

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

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

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

\*Note: relevant component only will be applicable.

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

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

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

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

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

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, shall be considered.) If updated stipulated date of completion as calculated on pro rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

LI<sub>0</sub> : 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.
- The minimum wage of an unskilled Mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
  - 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;
  - Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.
- (viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:
- 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'.
  - 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:-
- Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable.
  - Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.

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

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

#### **Clause 10 D: Dismantled Material DDA Property**

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

#### **Clause 11: Work to be Executed in Accordance with Specifications, Drawings, Orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works

Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

**Clause 12: Deviations/Variations Extent and Pricing**

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

The completion cost shall, in no case, exceed 1.5 times the contract amount.

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

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

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

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

**1.2 Deviation, Extra Items and Pricing**

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

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

Material rate(s) from Standard Schedules of Rates shall be given priority in the analysis of rate(s).

The rate of extra item will be:-

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

ii. Analyzed rate, if the contract amount is above the estimated amount put to tender. Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.

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

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

**b) Scheduled Extra Items**

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

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

**1.3 Deviation, Deviated Quantities, Pricing**

**All the deviated quantities shall be paid at agreement rates.**

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

**1.5 Cost index**

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

**1.6 Labour rates**

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

**Clause 13: Foreclosure of contract due to Abandonment or Reduction in Scope of Work**

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the

execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

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

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

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.

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

**Clause 14: Carrying out part work at risk & cost of contractor**

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work/part incomplete work of any item(s) out of his hands and shall have powers to:

A }  
C }  
D } NIL  
OW }  
CS }

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

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

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

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

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

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

#### **Clause 15: Suspension of Work**

- (i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
  - (a) on account of any default on the part of the contractor or;
  - (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
  - (c) for safety of the works or part thereof.

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

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
  - (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
  - (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the

contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

- (iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by DDA or where it affects whole of the works, as an abandonment of the works by DDA, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by DDA, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

**Clause 16: Action in case Work not done as per Specifications**

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

If it shall appear to the Engineer-in-Charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs.10 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 on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without

any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

**Clause 17: Contractor Liable for Damages, defects during defect liability Period**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten 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, machinery, tools & plants as specified in Schedule 'F'. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

**Clause 18A: Recovery of Compensation paid to Workmen**

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

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**Clause 18B: Ensuring Payment and Amenities to Workers if Contractor fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, DDA is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D./DDA Contractors, DDA will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DDA to the contractor whether under this contract or otherwise DDA shall not be bound to contest any claim made against it under sub section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the DDA full security for all costs for which DDA might become liable in contesting such claim.

**Clause 19: Labour Laws to be complied by the Contractor**

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.

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

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

The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986.

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 eighteen years shall be employed on the work.

**Clause 19B: Payment of Wages**

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by

- a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned. In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified DDA against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

### **Clause 19C**

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

### **Clause 19D**

The contractor shall submit by the 4<sup>th</sup> and 19<sup>th</sup> 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 DDA, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer

shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

**Clause 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 Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department/DDA and its contractors.

**Clause 19F**

Leave and pay during leave shall be regulated as follows:

1. Leave:
  - (i) in the case of delivery-maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
  - (ii) in the case of miscarriage-up to 3 weeks from the date of miscarriage.
2. Pay:
  - (i) in the case of delivery-leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
  - (ii) in the case of miscarriage-leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

**Clause 19G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

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

said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

**Clause 19H**

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

**Clause 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.

**Clause 19J**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized 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/Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

**Clause 19K: Employment of skilled/semi-skilled workers**

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

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

For work costing more than Rs.10 Crores, and up to Rs.50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. For work costing more than Rs.50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the

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project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be borne by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

**Clause 19L: Contribution of EPF and ESI**

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

**Clause 20: Minimum Wages Act to be Complied With**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

**Clause 21: Work not to be sublet. Action in case of insolvency**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the DDA shall have power to adopt the course specified in Clause 3 hereof in the interest of DDA and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

**Clause 22**

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

**Clause 23: Changes in firm's Constitution to be Intimated**

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

**Clause 24: Life Cycle cost**

Clause 24 The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty-five days after issue of notice by Engineer-in-Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

**Clause 25: Settlement of Disputes by Conciliation and Arbitration**

~~Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications,~~

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estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

**25.1. Conciliation:** ~~If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, 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 contractor carrying out of the work to be unacceptable and disputed; sue~~ ~~h party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (Engineer Member/Delhi Development Authority concerned with the work, as applicable) in the proforma prescribed in Appendix XVII mentioned in Schedule F, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may reformulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.~~

**25.2. Arbitration:** ~~If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator.~~

~~However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.~~

~~In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration:~~

~~(a) **Number of Arbitrators:** If the contract amount is less than Rs. 100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs. 100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.~~

~~(b) **Qualification of Arbitrators:** It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).~~

~~The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.~~

~~The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.~~

~~(c) **Parties to select Arbitrator:** Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in DDA, and the parties shall have option to select an Arbitrator~~

from the list sent to them.

**25.3. Appointment of Sole Arbitrator:** The parties may opt for appointment of the Arbitrator of the Ministry of Housing and Urban Affairs. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Appendix XIX towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in Appendix XVIII, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator of the Ministry of Housing and Urban Affairs as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), ibid in Appendix XIX within 7 days of the receipt of the said notice.

Where any one of the parties does not opt for the Arbitrator of the Ministry of Housing and Urban Affairs, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrators from the list of DDA Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of DDA Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

**25.4. Appointment of Arbitral Tribunal of three Arbitrators:** The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of DDA Empanelled Arbitrators, and send one to the party seeking arbitration and the other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of DDA Empanelled Arbitrators to act as presiding Arbitrator, within 15 days of receipt of choice from both the parties.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of DDA Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

**25.5. Applicable Law:** The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply.

**25.6. Fee payable to Arbitrator(s):** The fee payable to the arbitral tribunal is as under:-

S.No.	Sum In Dispute	Fee Structure
1.—	Up to Rs.5 Lakh	Rs.45,000/-
2.—	Above Rs.5 Lakh to Rs.20 Lakh	Rs.45,000/- Plus 2% of the claim above Rs.5 Lakh
3.—	Above Rs.20 Lakh to Rs.1 Crore	Rs.75,000/- Plus 1.5% of the claim above Rs.20 Lakh
4.—	Above Rs.1 Crore	Rs.1,95,000/- Plus 0.5% of the claim above Rs.1 Crore

Note: In the event, the arbitral tribunal is a sole Arbitrator, he/she shall be entitled to an additional amount @25% on the fee payable as per the table set out above.

**25.7. Place of Arbitration:** The place of arbitrations shall preferably be as mentioned in Schedule F. However, the Arbitral Tribunal may decide the place in consultation with both the parties.

**25.8. Terms of reference:** The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to

him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000/-

**25.9. ~~Interest on Arbitration award:~~** It is also a term of this arbitration agreement that where the ~~Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award.~~

Notwithstanding any other practice in existence, or any prior agreement or written negotiations having taken place, or any tender condition, or any other clause or covenant in this agreement or any document referred to in this agreement, any provision in the GCC or CPWD Manual, or any circular, guideline, direction or any rule or regulation, it is hereby agreed that any dispute between the parties to this agreement shall be resolved by decision of the courts at Delhi and the dispute shall not be resolved by way of arbitration or any other alternate dispute redressal mechanism.

**Clause 26: Contractor to indemnify Govt. against Patent Rights**

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

**Clause 27: Lumpsum Provisions in Tender**

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

**Clause 28: Action where no Specifications are Specified**

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per state District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**Clause 29: Withholding and lien in respect of sum due from contractor**

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or DDA will be kept withheld or retained as such by the Engineer-in-Charge or DDA till the claim arising out of or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the DDA shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise

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

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

**Clause 29A: Lien in respect of claims in other Contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the DDA or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or DDA or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the DDA or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the DDA will be kept withheld or retained as such by the Engineer-in-Charge or the DDA or till his claim arising out of the same contract or any other contract is either mutually settled or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

**Clause 30: Water for Works**

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

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

**Clause 31: Hire of Plant & Machinery**

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

**Clause 32: Employment of Technical Staff and employees**

Contractors Superintendence, Supervision, Technical Staff & Employees

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

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The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even of the contractor (or partner(s) in case of firm/company) is himself/herself an Engineer, it is necessary on the part of the contractor to employ principal technical representative/technical representative (s) as per stipulation in Schedule 'F'.

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

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

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

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

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

- (iii) For works with estimated cost more than Rs.10 Crores and stipulated time period more than 6 months:

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

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

**Clause 33: Levy/Taxes payable by Contractor**

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and DDA 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 Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

**Clause 34: Conditions for reimbursement of levy/taxes if levied after receipt of Tenders**

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

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

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

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

- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or Cess, or variation or repeal of such tax or levy or Cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

**Clause 35: Termination of Contract on death of contractor**

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

**Clause 36: If relative working in DDA then the contractor not allowed to tender**

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

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

**Clause 37: No Gazetted Engineer to work as Contractor within one year of retirement**

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government 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 Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

**Clause 38: Theoretical consumption of Material**

- (i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-
- 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.
  - Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.
  - 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.
  - For any other material as per actual requirements.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For non scheduled items, the decision of the Superintending Engineer CE regarding

theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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

**Clause 39: Compensation during warlike situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation 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 upto Rs.2,00,000/- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

**Clause 40: Apprentices Act provisions to be complied with**

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

**Clause 41: Release of Security deposit**

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

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**Safety Code**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  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 and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 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 upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " 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 borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;

- (v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi) After the borewell is drilled the entire site should be brought to the ground level.
7. Demolition- Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: The following safety equipment shall invariably be provided.
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to:-
- (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
- (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time 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 stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
  - (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - (p) The 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.
- (vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.
9. An additional clause (viii)(i) of Central Public Works Department 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<sup>13</sup> by painting materials.
  - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of DDA.
  - (viii) DDA may require, when necessary medical examination of workers.
  - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any

- person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
    - (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
    - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
    - (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding 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.

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**Model Rules for The Protection of Health and Sanitary Arrangements for Workers Employed by DDA or Its Contractors**

**1. Application**

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

**2. Definition**

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

**3. First-Aid Facilities**

(i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-

(a) For work places in which the number of contract labour employed does not exceed 50.

Each first-aid box shall contain the following equipment's:-

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

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

Each first-aid box shall contain the following equipment's:-

1. 12 small sterilized dressings.
2. 6 small size sterilized dressings.
3. 6 large size sterilized dressings.
4. 6 large size sterilized burn dressings.
5. 6 (15 gms.) packets sterilized cotton wool.
6. 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing Sal volatile having the 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.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compo under. The compo under shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

#### 4. Drinking Water

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

#### 5. Washing Facilities

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

#### 6. Latrines and Urinals

- (i) Latrines shall be provided in every work place on the following scale namely:-
  - (a) Where female are employed, there shall be at least one latrine for every 25 females.
  - (b) Where males are employed, there shall be at least one latrine for every 25 males.
 Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
  - (b) The notice shall also bear the figure of a man or of a woman, as the case may be.

- (v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.  
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

#### 7. Provision of Shelter During Rest

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

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

#### 8. Creches

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

#### 9. Canteens

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more is 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, store room, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.  
Provided that the inside walls of the kitchen shall be line-washed every four months.
- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft.) 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.  
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.  
(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.  
2. A service counter, if provided, shall have top of smooth and impervious material.  
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and 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.

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**Contractor's Labour Regulations****1. Short Title**

These regulations may be called the Contractors Labour Regulations.

**2. Definitions**

(i) Workman means any person employed by DDA or its contractor directly or indirectly through a sub-contractor with or without the knowledge of the DDA to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:-

(a) Who is employed mainly in a managerial or administrative capacity: or

(b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or.

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

No person below the age of 18 years shall be employed to act as a workman.

(ii) Fair Wages means wages whether for time or piecework fixed and notified under the provisions of the Minimum Wages Act from time to time.

(iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a sub-contractor.

(iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

**3. Working Hour**

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

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

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

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

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

**4. Display of Notice regarding Wages etc.**

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

**5. Payment of Wages**

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

**Fines and Deductions which may be made from Wages**

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

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

#### **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).
- (vi) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X).
- (vii) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) rules 1971 (Appendix-XII).
- (viii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).
- (ix) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) rules 1971 (Appendix-XIV).

#### **6. Attendance Card-Cum-Wage Slip**

- (i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-VII).
- (ii) The card shall be valid for each wage period.
- (iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (iv) The card shall remain in possession of the worker during the wage period under reference.

- (v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

#### **7. Employment Card**

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

#### **8. Service Certificate**

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

#### **9. Preservation of Labour Records**

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

#### **10. Power of Labour Officer to make Investigations or Enquiry**

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

#### **11. Report of Labour Officer**

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

#### **12. Appeal against the Decision of Labour Officer**

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

#### **13. Prohibition regarding Representation through Lawyer**

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

- (c) Where the 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.

**14. Inspection of Books and Slips**

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

**15. Submissions of Returns**

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

**16. Amendments**

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

\*\*\*\*

## Appendix 'I'

**REGISTER OF MATERNITY BENEFITS (Clause 19 F)**

Name and address of the contractor -----

Name and location of the work -----

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

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

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

A }  
C }  
D } NIL  
OW }  
CS }

## Appendix 'II'

**Specimen Form of the Register, Regarding Maternity Benefit Admissible to the Contractor's Labour**

Name and address of the contractor -----

Name and location of the work -----

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

Appendix 'III'

**LABOUR BOARD**

Name and work -----

Name of Contractor -----

Address of Contractor -----

Name and address of Division -----

Name of Labour Officer -----

Address of Labour Officer -----

Name of Labour Enforcement Officer -----

Address of Labour Enforcement Officer -----

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

Weekly holiday -----

Wage period -----

Date of payment of wages -----

Working hours -----

Rest interval -----

**Appendix 'IV'**

Form-XIII (See rule 75)

**REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR**

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer -----

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

A }  
C }  
D }  
OW }  
CS } NIL

**Appendix 'V'**

Form XVI (See rule 78(2)(a))

**MUSTER ROLL**

Name and address of contractor -----

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

Nature and location of work -----

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

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

A }  
C }  
D }  
OW }  
CS } NIL

**Appendix 'VI'**

Form-XVII(See rule 78(2)(a))  
**REGISTER OF WAGES**

Name and address of contractor -----

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

Nature and location of work -----

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

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

A }  
C }  
D }  
OW }  
CS } NIL

**Appendix 'VII'**  
(Obverse)

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																															
Evening																															
Initial																															

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

Signature

A }  
C }  
D } NIL  
OW }  
CS }

**Appendix 'VII'**  
(Reverse)

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

Name and address of contractor -----

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

Nature and location of work -----

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

1. No. of days worked -----
2. No. of units worked in case of piece rate workers -----
3. Rate of daily wages/piece rate -----
4. Amount of overtime wages -----
5. Gross wages payable -----
6. Deduction, if any -----
7. Net amount of wages paid -----

Initials of the Contractor or his representative

A }  
C } NIL  
D }  
OW }  
CS }

## Appendix 'VIII'

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

Name and address of contractor -----

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

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

Name and address of Principal Employer -----

1. Name of the workman -----

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

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

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

5. Wage period -----

6. Tenure of employment -----

7. Remarks-----

Signature of Contractor

Appendix 'IX'

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

Name and address of contractor -----

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

A }  
C }  
D } NIL  
OW }  
CS }

## Appendix 'X'

**LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

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

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

Appendix 'XI'

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

**REGISTER OF FINES**

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

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

A }  
C }  
D }  
OW }  
CS } NIL

Appendix 'XII'

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

**REGISTER OF DEDUCTION FOR DAMAGE OR LOSS**

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

S.No.	Name of Workman	Father's/ Husband's name	Designation/ nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of installments	Date of recovery		Remarks
										First installment	Last installment	
1	2	3	4	5	6	7	8	9	10	11	12	13

A }  
C }  
D }  
OW }  
CS } NIL

**Appendix 'XIII'**

Form-XXII [See rule 78(2)d]  
**REGISTER OF ADVANCES**

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

S.No.	Name of Workman	Father's/ Husband's name	Designation/ nature of employment	Wage period and wages payable	Date and amount of advance given	Purpose(s) for which advance made	Number of installments by which advance to be repaid	Date of amount of each installment repaid	Date on which last installment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

A }  
C }  
D }  
OW }  
CS } NIL

**Appendix 'XIV'**

Form-XXIII [See rule 78(2) e]  
**REGISTER OF OVERTIME**

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

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

A }  
C }  
D } NIL  
OW }  
CS }

**Appendix- XV**  
**(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 DDA (hereinafter called the DDA which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

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

- (1) That the said sum of Rupees.....so advanced by the DDA to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the DDA as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the DDA against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.
- (5) That the said materials shall not on any account be removed from the site of the said works except

A }  
C }  
D } NIL  
OW }  
CS }

- with the written permission of the Divisional Officer or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the DDA of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under 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 President shall immediately on the happening of such default be repayable by the Contractor to the DDA together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the DDA in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the DDA to repay and pay the same respectively to him accordingly.
  - (8) That the Contractor hereby charges all the said materials with the repayment to the DDA of the said sum of Rupees .....and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the DDA may at any time thereafter adopt all or any of the following courses as he may deem best:-
    - (a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the DDA on demand.
    - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the DDA under these presents and pay over the surplus (if any) to the Contractor.
    - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
  - (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
  - (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

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

A }  
 C }  
 D } NIL  
 OW }  
 CS }

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

Signature .....

Witness Name .....

Address .....

Signed by.....

by the order and direction of the DDA in the presence of

Signature .....

Witness Name .....

Address .....

A }  
C } NIL  
D }  
OW }  
CS }

**Appendix-XVI  
(Refer Clause 5)**

**Form of Application by the Contractor for Seeking Rescheduling of Milestone/Extension of Time**

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

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

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.....

Appendix- XVIIReference of disputes and amount claimed for each dispute to the Conciliator{Refer to Clause 25}

To,

The EM/DDA

.....

Subject: ~~Reference of disputes and amount claimed for each dispute to the Conciliator for settlement of disputes relating to agreement number: .....~~

Dear Sir,

In terms of Clause 25 of the aforesaid agreement, particulars of which are given below, I/we hereby refer my/ our disputes and amount claimed for each dispute to you for settlement in your capacity as Conciliator.

1. Name of applicant:
2. Whether applicant is individual/Proprietorship Firm/ Partnership Firm/ Company:
3. Full address of the applicant:
4. Name of the work and contract number for which arbitration is sought:
5. Name of the Division which entered into contract:
6. Contract amount:
7. Date of Contract:
8. Stipulated date of start 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 claim made to Engineer in Charge:
17. Date of receipt of your decision from Engineer in Charge:

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose the statement of claims with amount of each claim.

Yours faithfully,

.....

Signature of the applicant  
(Only the person/authority who  
signed the contract should sign here)

Copy to:

1. The Chief/ Superintending Engineer .....
2. The Executive Engineer ..... Division

A }  
C }  
D } NIL  
OW }  
CS }

Appendix- XVIIINotice for Appointment of Arbitrator  
(Refer Clause 25)

To,  
 \_\_\_\_\_ The Chief Engineer/ Superintending Engineer  
 \_\_\_\_\_(Zone or Circle) .....

Subject: ~~Notice for appointment of Arbitrator for adjudication of disputes relating to agreement number:~~  
 \_\_\_\_\_

Dear Sir, \_\_\_\_\_

\_\_\_\_\_ In terms of Clause 25 of the agreement, particulars of which are given below, I/we hereby give you notice to appoint and arbitrator for adjudication of disputes mentioned below:

1. Name of applicant:
2. Whether applicant is individual/Proprietorship Firm/ Partnership Firm/ Company:
3. Full address of the applicant:
4. Name of the work and contract number for which arbitration sought:
5. Name of the Division which entered into contract:
6. Contract amount:
7. Date of Contract:
8. Stipulated date of start 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 reference made to SDG/ADG for conciliation, if applicable:
17. Date of termination of conciliation proceedings:
18. ~~I/We hereby give consent for appointment of Arbitrator of MoHUA. Waiver agreement as per Appendix- XIX is enclosed.~~

Or

~~I/We do not give consent for appointment of Arbitrator of MoHUA.~~

~~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 each Claims.
2. \*Agreement of waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 in Appendix XIX.

(~~strikeout if not applicable~~)

Yours faithfully,

\_\_\_\_\_  
 Signature of the applicant  
 (Only the person/authority who  
 signed the contract should sign here)

Copy to the Executive Engineer ..... Division

A }  
 C } NIL  
 D }  
 OW }  
 CS }

**Appendix- XIX****Agreement towards waiver of Section 12(5) of Arbitration & Conciliation Act 1996****[Refer Clause 25]**

1. ~~Whereas certain disputes have arisen between M/s.....(claimants) and M/s.....(respondents) relating to agreement No.....~~
2. ~~And whereas the parties are aware that Shri..... is on the cadre of CPWD; presently on deputation as Arbitrator, Ministry of Housing and Urban Affairs, Government of India.~~
3. ~~I/We agree for the appointment of Shri.....as the sole Arbitrator for adjudication of the disputes, and we hereby waive the applicability of Section 12(5) of the Arbitration & Conciliation Act, 1996.~~

\_\_\_\_\_

Signature  
(Only the person/authority who  
signed the contract should sign here)

Date: .....

(The name of the Arbitrator, Ministry of Housing and Urban Affairs, Government of India may be enquired from the Engineer in Charge, if required.)

**On non- Judicial stamp paper of minimum Rs.100/-**

**(Guarantee offered by Bank to DDA in connection with the execution of contracts)**

**Form of Bank Guarantee for Earnest Money Deposit/Performance Guarantee/Security Deposit/Mobilization Advance**

1. Whereas the Executive Engineer ..... (name of division) ....., DDA on behalf of the DDA (hereinafter called "The Government") has invited bids under .....(NIT Number).....dated.....for ..... (name of work) .....The DDA has further agreed to accept irrevocable Bank Guarantee for Rs.....(Rupees.....only) valid up to ..... (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)....., DDA on behalf of the DDA (hereinafter called "The Government") 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 Government has further agreed to accept an irrevocable Bank Guarantee for Rs. .... (Rupees .....only) valid upto..... (date)..... as Performance Guarantee/Security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, .....(indicate the name of the Bank).....(herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs,.....(Rupees..... only) on demand by the Government within 10 days of the demand.
3. We, .....(indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the DDA 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).
4. We, .....(indicate the name of the Bank) the said bank further undertake to pay the DDA 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, our liability under this Bank Guarantee 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.
5. We,.....(indicate the name of the Bank)....further agree with the DDA that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We,.....(indicate the name of the Bank).....,further agree that the DDA 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 Government may have in relation to the Contractor's liabilities.

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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 DDA in writing.
9. This guarantee shall be valid up to .....unless extended on demand by the DDA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees.....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.....

Witness:-

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Signature.....<br/>Name and Address</li> <li>2. Signature.....</li> <li>3. Name and Address</li> </ol> | <p>Authorized Signatory<br/>Name<br/>Designation<br/>Staff Code No.</p> <p>Bank Seal</p> |
|--|--|

\*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.

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**PROFORMA OF SCHEDULES**

(Separate Proforma for Civil, Electrical &amp; Hort. Works in case of Composite Tenders)

<b>SCHEDULE 'A'</b>		
Schedule of Quantities (as per PWD-3)	:	Page No.- 108& 109
<b>SCHEDULE 'D'</b>		
Extra schedule for specific requirements/documents for the work, if any	:	Nil
<b>SCHEDULE 'E'</b>		
Reference to General Conditions of Contract	:	Applicable GCC is <b>GCC Maintenance Works-2023</b> as modified and corrected upto previous day of the last day of submission of tender.
Name of Work	:	Maintenance of completed scheme Narela.
Sub-Head	:	RMO of water supply system & street lighting at Pocket 1 Sector A9, Narela.
Estimated cost of work	:	Rs.17,20,836/-
(i) Earnest Money	:	Rs.34,417/-(to be returned after receiving performance guarantee)
(ii) Performance Guarantee	:	Where the bid price quoted by bidder is below upto 20% of the ECPT:- 5% of the Estimated cost put to tender (ECPT) or contract amount, whichever is higher.
(ii)(a) Additional Performance Guarantee	:	A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender. In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (E.g. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be 0.8A-0.7A). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.
(iii) Security Deposit	:	2.5% of tendered value.
<b>SCHEDULE 'F'</b>		
<b>GENERAL RULES &amp; DIRECTIONS:</b>		
Officer inviting tender	:	EE(E)/ELD-4/DDA
<b>DEFINITIONS:</b>		
2 (vi)	Engineer-in-Charge	EE(E)/ELD-4/DDA
2 (viii)	Accepting Authority	EE(E)/ELD-4/DDA
2 (x)	Percentage on cost of materials and labour to cover all overheads and profits.	15%
2 (x)(b)	Standard Schedule of Rates	DSR (E&M)-2022, and DSR (E&M)-2025
2 (xi)	Department	DDA
9 (ii)	Standard DDA Contract Form General Conditions of Contract Maintenance Works -2023, DDA Form 7/8 as modified and	CPWD-7

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	corrected up to previous day of the last date of submission of tender.		
<b>Clause 1</b>			
(i)	Time allowed for submission of Performance Guarantee, programme chart (Time & Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance.	:	7 days
(ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above.	:	7 days
<b>Clause 2</b>			
Authority for fixing compensation under clause 2		:	SE(E)/Narela Zone
<b>Clause 2A</b>			
Whether Clause 2A shall be applicable		:	Yes
<b>Clause 5</b>			
Number of days from the date of issue of letter of acceptance for reckoning date of start milestone(s) as per table given below:-		:	10 days after the date of issue of letter of commencement of work.
S.No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	N/A
Time allowed for execution of work		:	12 Months
<b>Authority to decide:</b>			
(i)	Extension of time .....(Engineer in Charge or Engineer in Charge of major component in case of composite contracts, as the case may be).	:	Engineer-in-Charge
(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).	:	SE(E)/Narela Zone
(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).	:	
PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site			
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		
<b>Clause 6: Electronic Measurement Book (EMB)</b>			
Mode of measurement		:	EMB
<b>Clause 7</b>			
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.		:	N/A

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<b>Clause 7A</b>	
Whether Clause 7A shall be applicable.	: Applicable
<b>Clause 10A</b>	
List of testing equipment to be provided by the contractor at site lab.	: As per direction of Engineer-in-charge or his/her authorized representative.
1. ....	
2. ....	
3. ....	
<b>Clause 10B(ii)</b>	
Whether Clause 10B(ii) shall be applicable.	: Not Applicable
<b>Clause 10C</b>	
Component of Labour expressed as percent of value of work	: 85%
<b>Clause 10CC</b>	
Whether Clause 10B(ii) shall be applicable.	: Not Applicable
Schedule of component of other materials, Labour etc. for price escalation.	:
Component of civil (except materials covered under clause 10 CA)/Electrical construction value of work	X <sub>m</sub> .....%
Component of Labour- expressed as percent of total value of work.	: Y.....%
<b>Note:</b> X <sub>m</sub> .....% 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).	
<b>Clause 11</b>	
Specifications to be followed for execution of work	: As given in additional terms & conditions and technical specifications etc.
<b>Clause 12</b>	
Authority to decide deviation up to 1.5 times of tendered amount.	: As per delegation of financial powers of DDA-2019 and as per modified provisions of GCC-2023 and amended up to date.
<b>Clause 16</b>	
Competent Authority for deciding reduced rates	: Superintending Engineer (Elect.)
<b>Clause 18</b>	
List of mandatory machinery, tools & plants to be deployed by the contractor at site.	: As per Additional Terms & Conditions and requirement at site.
<b>Clause 19C, 19D, 19G &amp; 19K</b>	
Authority to decide penalty for each default	: Superintending Engineer (Elect.)
<b>Clause 32</b>	
<b>Requirement of Technical Representative(S) and Recovery Rate for Cost of Work is more than 15 Lakh to 1.5 Crore</b>	

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S.No.	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	words
1.	Graduate Engineer or Diploma Engineer		Project Manager cum Planning/quality/site /billing Engineer	2 or 5 year respectively	1 of major component	Rs.15,000/- per month per person	
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 38**

(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates.....printed by CPWD.		
(ii) Variations permissible on theoretical quantities		
(a) Cement		
For works with estimated cost put to tender not more than Rs.25 Lakh.	:	3% plus/minus
For works with estimated cost put to tender more than Rs.25 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

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**TABLE OF MILESTONE(S)****For new works of execution**

<b>S.No.</b>	<b>Progress</b>	<b>Time Allowed (From Date of Start)</b>	<b>Amount to be withheld in case of non-achievement of Milestone</b>
1.	1/8 <sup>th</sup> (of the whole work)	1/4 <sup>th</sup> (of the whole work)	In the event of not achieving the necessary progress as assessed, <del>1% of the Tendered Value</del> of work will be withheld from the running payment <del>for failure of each Milestone.</del>
2.	3/8 <sup>th</sup> (of the whole work)	1/2 (of the whole work)	
3.	3/4 <sup>th</sup> (of the whole work)	3/4 <sup>th</sup> (of the whole work)	
4.	Full	Full	

**Special Condition on Guidelines issued by NGT**

Following guidelines are being made. Part of NIT as special conditions and agreement items. The same are summarized as under:-

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

**Conditions to be included as Agreement Item.**

1. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.  
The NIT approving authority shall take such item in the schedule of quantity to ensure that the construction activity does not cause any air pollution during course of construction and/or storage of material or construction activity.
2. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.

Based on the cost benefit ratio analysis, the NIT approving authority shall include the item of paving of path in schedule of item which can be utilized as a permanent path for client after construction of project.

3. The NIT approving authority shall take lead of C & D waste from construction site to C & D waste site in the scheduled of item.

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**DELHI DEVELOPMENT AUTHORITY**  
**OFFICE OF EXECUTIVE ENGINEER (ELECT.)**  
**ELECTRICAL DIVISION NO.IV, NARELA ZONE**

**Schedule of work**

Name of work:- Maintenance of completed scheme Narela. SH: - RMO of water supply system & street lighting at Pocket 1 Sector A9, Narela.					
S. No.	Description of items	Qty.	Unit	Rate	Amount
1.00	Operation and maintenance of clear water booster pump set, submersible pump set, DG set for clear water supply as per inventory and terms and conditions attached at pocket 1, sector A9, Narela.	12	Month	136564.00	1638768.00
2.00	Lifting out of submersible pumpset from existing bore well including dismantling the pipe line etc. as required	2	Job	4275.00	8550.00
3.00	Lowering of submersible pumpset in existing bore well including making water proff joint connection, testing etc as required.	2	Job	4641.00	9282.00
4.00	Dismantling, repair and rewinding of submersible pumpset 6/7.5 HP 6 stage including complete testing & cartage to & fro etc. complete as required	1	Job	13053.00	13053.00
5.00	Servicing & testing of following capacity D. G. Sets i/c Supply and replacement of Mobil oil, coolant, battery water, battery terminals, hose pipes, all the filters (air filters, oil filters, water seperator, fuel filter) etc. as required by OEM or its authorised as per T& C attached.				
5.01	62.5Kva capacity (Engine Kirloskar)	1	Each	28848.00	28848.00
6.00	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCBDB complete with connections, testing and commissioning etc. as required.				
6.01	a.Double pole	10	Each	696.00	6960.00
6.02	b.Single Pole	30	Each	285.00	8550.00

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7.00	Supply of High Speed Diesel at site	75	Litre	91.00	6825.00
				Total	<b>1720836.00</b>

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**ADDITIONAL CONDITIONS & SPECIFICATION**

1. The work comprises of running & operation of Pump set, D. G. Set & Street lighting and other works as per schedule and inventory attached.
2. The contractor shall depute the following staff under the contract.
  - a) Operator Gr-II - 3 Nos. (1 No. in each shift) for operations of clear water booster pump set, submersible pump set, DG set & Street lighting.
  - b) Khallasi 1 No. in general shift for assisting operator and wireman
  - c) Electrician/wireman Grade-1, once in a week and as & when required by Engineer-in- charge
3. The above staff shall also operate and maintain E&M services within 1 KM as and when required and directed by Engineer-in-charge.
4. The contractor shall deploy trained and competent staff to the satisfaction of Engineer-in-charge for operation of services mentioned in Schedule of Work. Experience criteria of staff is mentioned below:

Type of operator	Qualification & experience
Operator Grade-II	ITI in relevant field with 1 year experience in particular service or 10 <sup>th</sup> pass with 3 year experience in particular field.
Wireman	License of GNCTD/ITI Certificate in electrical/instrumental having two year experience.
Khallasi	Minimum 8 <sup>th</sup> Pass & having two year experience.

5. The contractor shall supply the list of staff along with experience certificate to be engaged on the installation within 7 days of award of work. Engineer-in-charge shall have the right to reject any staff employed by the contract.
6. The staff employed by the contractor shall bear proper uniform and wear badges displaying their name and designation. The staff shall also be given photo identity cards by the contractor displaying their name, father's name, address, date of birth, name of the agency with address and telephone number, site for which employed and period of validity. A copy of the identity card shall be given to the Engineer-in-charge within 15 days of award of work.

7. The contractor shall employ staff throughout the period of contractor including Saturday, Sunday, Gazetted Holidays and National Holidays.
8. Following records are to be kept at site of work.
  - a) Printing Log Book for recording operation.
  - b) Attendance Register for staff deployed.
  - c) Complaint Register.
9. The following minor maintenance i/c preventive maintenance shall be carried out by the contractor. The details of work carried out shall be recorded in the Log Book.
  - a) Replacement and greasing of pumps / motors as required.
  - b) Replacement of rubber packing of valves and worn-out nuts and bolts etc.
  - c) Replacement of gland dori as and when required.
  - d) Replacement of HRC fuses as and when required.
  - e) Adjustment alignment / tightening of nuts and bolts as and when required.
  - f) Replacement of burn out thimbles, wire terminals etc.
  - g) Top up of battery water.
  - h) Daily cleaning of equipments/pump house.

NOTE: The material required for carrying out above jobs shall be supplied by the contractor within quoted rates.

10. The D.G. set shall be operated in case of electricity failure or as and when desired by the Engineer-in-charge.
11. Coordination and follow up action with electric supply agency shall be done by the contractor in case of failure / fault in supply fluctuation in voltage.
12. The contractor shall intimate the Engineer-in-charge about the major break down or failure of electric supply in time.
13. Watch & ward shall be the responsibility of the contractor. Any loss due to theft or pilferage etc. shall be borne by the contractor.
14. The payment to the contractor shall be made by monthly or at other suitable intervals desired by the contractor but not less than one calendar month.
15. Proper handing / taking over of all the E&M installations shall be carried out by the JE-Elect.-in-charge of the work and the contractor in writing immediately after award of work / before start of work.

16. If staff employed by the contractor found not wearing the proper uniform indicating the name of agency, an amount of Rs. 200/- per day per shift will be recovered from the contractor's bill.
17. If staff deployed by the agency is found absent, an amount of Rs. 1500/- per person per shift will be recovered from the contractor's bill.
18. All allied accessories/installations shall be kept in working order and in case any damages/losses are done to the pumping installations due to the negligence of the operational staff deployed by the contractor, the contractor shall have to make good the damages / loss at his own cost. In case the contractor fails to rectify the damages/loss within reasonable time. The same shall be got rectified / replaced by the department at the risk and cost of the contractor.
19. Battery of D.G. set shall be kept fully charged every time, nothing shall be paid extra on this account.
20. The contractor shall keep all the necessary spares and T & P at site required for operation and maintenance to be carried under his contract.
21. In case of any disobedience or misbehavior by the operational staff of the contractor, the Engineer-in-charge may ask the contractor to dispense with the services of such staff with immediate effect. The contractor shall provide suitable substitute simultaneously.
22. The rate quoted by the contractor shall be inclusive of all taxes, duties and Govt. Levies etc.
23. Pumping installation shall be spray painted with the thick numbering including control panel once during the contract period.
24. Any injury to the operational staff, in case of any mishap during duty hours will be the liability of the contractor.
25. Contractor must get acquainted with the proposed site for the work and study specification and conditions carefully before tendering.
26. The work as indicated in the schedule of work attached herewith i/c any modification/alternation ordered subsequently shall be carried out as per the specification indicated below:-
  - a) CPWD specification for electrical works (part-I) Internal 2023 (Part – II) external 2023 with correction slips upto the date of tenders.
  - b) Relevant BIS as modified upto the date wherever BIS code to not exist the British standard should be followed:-

27. Nothing extra shall be paid on account of cartage.
28. No T & P shall be issued to the agency by the Dept for the execution of work.
29. Final Testing of the installation shall be done by the contractor after repair / replacement within the quoted rates. The arrangement of labour/material required for testing shall be arranged by the firm within the quoted rates.
30. The worn-out parts of sub. Pump to be replaced shall be of the same makes as that of pump set / installation.
31. The contractor shall stand guarantee for a period of 6 months for material repaired / supplied / installed against manufacturing defects / satisfactory performance from the date of completion / handing over whichever is later.
32. Dismantled material shall not be taken back by the department and contractor shall quote the rebate for the same.
33. The contractor shall take all safety measures at site during maintenance / repairs, of the installation.
34. The contractor shall indemnify DDA for any injury / mishap / accident to all the staff/machine during working hours & it will be responsibility of contractor. No claim shall be entertained on this account.
35. The successful tenderer shall have to replace the defective pump set within 3 days after receipt of complaint in case of failure an amount @ Rs. 500/- per day will be deducted from his running bill.
36. The service of DG Sets shall be carried out by O.E.M or agency authorized by O.E.M.
37. High Speed Diesel shall be supplied at site by the contractor within quoted rates. Nothing extra shall be paid to the contractor on account of cartage and fluctuation in the rated of diesel, if any.
38. The contractor shall supply High Speed Diesel at site
39. The following makes of the materials are acceptable: -
  - a) GI pipe:- Jindal(Hissar), TATA, Surya
  - b) D.O.L. starter:- L&T / Siemens / Bantex.
  - c) cable:-Finolex / Skytone/Polycab/Havells.
  - d) Switchgear :- L&T/ABB/C&S/Schneider

**INVENTORY**

S. No.	Description of installed equipment	Qty.
1.	Submersible pump set 6 HP i/c panel	1 set
2.	Submersible pump sets 5 HP i/c panel	2 Set
3	D.G. set of 62.5 KVA for drawing and raw water supply pump set	1 Set
4	Drinking water supply pump set of 25 HP	2 Set
5	Raw water supply pump set of 50 H.P.	2 Set
6	Vacuum pump set of 5 HP	1 Set
7	Street / compound lighting of 60/70 Watt LED light 8 Mtr. High octagonal pole	38 Nos.