

**DELHI URBAN SHELTER IMPROVEMENT BOARD
GOVT. OF NCT DELHI
OFFICE OF THE EXECUTIVE ENGINEER C-2**

N.O.W.: - Deposit work under land owning agencies (Additional work in EWS Flats).
S.H.: - Repair to 2416 EWS houses out of 3560 EWS houses at Savda Ghewra Ph.-III (Gr.-II) for make these EWS houses habitable for slum dwellers at Savda Ghewra Ph-III (**In compliance of orders of Hon'ble High Court of Delhi**).

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Certified that DNIT contains page 1 to 160 has been checked with term & condition, an amounting to Rs.14,74,99,197/- (Rupees Fourteen Crore Seventy Four Lacs Ninety Nine Thousand One Hundred Ninety Seven only)

SE-1 SP) SE(P) EE(P) AE (P) JE

Draft NIT approved for Rs.14,74,99,197/- (Rupees Fourteen Crore Seventy Four Lacs Ninety Nine Thousand One Hundred Ninety Seven only)

CE (DUSIB)

DELHI URBAN SHELTER IMPROVEMENT BOARD

The Executive Engineer C-2, DUSIB, invites on behalf of DUSIB online Percentage rate bid on two bid system for following work.

NIT NO. 118/EEC-2/DUSIB/2024-25 Dated- 15.02.2025

N.O.W.: - Deposit work under land owning agencies (Additional work in EWS Flats).

S.H.: - Repair to 2416 EWS houses out of 3560 EWS houses at Savda Ghewra Ph.-III (Gr.-II) for make these EWS houses habitable for slum dwellers at Savda Ghewra Ph-III (**In compliance of orders of Hon'ble High Court of Delhi**).

Estimated Cost Rs.14,74,99,197/- Earnest Money Rs. 29,50,000/-

Tender Cost Rs. 1500.00 Period of Completion 180 Days or 06 Months (subjects to 1000 FLATS should be ready in initial 03 months and 1500 flats should be ready in last 03 months.

Last Time and date of submission of bid- 04.03.2025 upto 3:00 PM.

The bid form and other details can be obtained from the web site (<https://govtprocurement.delhi.gov.in>)

Note:- Any amendment / change/ clarification (if any) will be uploaded only on <https://govtprocurement.delhi.gov.in>, therefor intending tenderer may inspect the web site regularly.

Any intending Bidder must have a site visit to thoroughly understand the surrounding and site conditions before coming to the pre bid conference for their respective queries, the site is located at Lat. 28.703246 Long. 76.989781 at near Savda Ghewra Railway Station enroute to Nizampur village Delhi-110081.

The site is open for the bidders to visit site and Sh. Narayan with mobile no 8882773151 is available from 17.02.2025 to 22.02.2025 from 11:00 A.M. to 03:00P.M. is available for Facilitation for site visit.

Pre Bid Conference:-

A pre bid conference shall be held on 24.02.2025 at 4:00 P.M. for any kind of queries related to work, under the Chairmanship of CE (DUSIB) at Punarwas Bhawan, Conference room I.P. Estate, New Delhi-110002 and solution of queries raised by bidders will be answered by 27.02.2025. For any other queries for pre bid conference/meeting the bidders may contact Ex. Eng.C-2 Mobile No.8527295930.

**EXECUTIVE ENGINEER- C-2
DUSIB**

**DELHI URBAN SLTER IMPROVEMENT BOARD
OFFICE OF THE EXECUTIVE ENGINEER C-2**

NOTICE INVITING TENDER

NIT No. 118/EEC-2/DUSIB/2024-25

Dt. 15.02.2025

The Executive Engineer C-2 invites on behalf of DUSIB. **Percentage rate** e-tender in Two envelopes/two bid system, simultaneously, from approved and eligible contractors of CPWD, Railways, MES and Civil Wing of BSNL, M.C.D, DDA, NDMC, Delhi Jal Board, I&F Deptt., Delhi who are essentially registered on Delhi govt. E-procurement system (<https://govtprocurement.delhi.gov.in>) maintained by nic and full fill the eligibility criteria for completion of similar work as mentioned in eligibility criteria for the following works. The enlistment of the intending bidders/tenderers should be valid on the last date of uploading the tender. In case the last date of uploading the tender is extended, the enlistment of bidders/ Tenderers shall be valid on the original last date of uploading the tender.

However, blacklisted and / or those contractors who have been debarred from future tendering in any Department shall not be eligible to e-tender for the work..

Joint Ventures Shall not be accepted.

DIVISION: C-2

N.O.W.: - Deposit work under land owning agencies (Additional work in EWS Flats).

S.H.:- Repair to 2416 EWS houses out of 3560 EWS houses at Savda Ghewra Ph.-III (Gr.-II) for make these EWS houses habitable for slum dwellers at Savda Ghewra Ph-III (**In compliance of orders of Hon'ble High Court of Delhi**).

Estimated cost put to tender: **Rs.14,74,99,197/-**

(This Estimate is, however, given merely as a rough guide)

*Estimated cost has been worked out after adding 35.22% as cost index on DSR-2016 and there after deducting 9.50% as circulated by GNCTD.

Earnest money: Rs.29,50,000/- through ECS/RTGS in account of EEC-2 (DUSIB) (ACCOUNT No. 3420505898, Central Bank of India, Shivaji Collage New Delhi-110027, BANK IFSC Code CBIN0283942)

Tender cost: Rs .1500/-. (At the discretion of NIT approving authority)

Time allowed: 180 Days

Release / Uploading of Tender by the E.E through e-procurement Website 15.02.2025 * 17:00 Hrs & time for down load of entire Tender document /encryption w.e.f. 15.02.2025 * 17:00 Hrs. to 04.03.2025 * 15.00 Hrs.

Closing of bid on 04.03.2025 *15.00Hrs.

Opening of Envelope-I(Eligibility criteria) on 04.03.25 at 15:30Hrs.

Verification of hard copies of scanned /other documents

From originals by Engineer – in – charge & authorized Officer

Date and time of opening of financial/Price Bid(Envelope-2)- After approval of Technical committee.

Note:- *To be filled by EE concerned before issue of NIT and code No. of bank account be also verified. DUSIB, reserves the right to defer the date of opening of envelope -2, without assigning any reason thereof. However, official intimation shall be given by the E.E.

Validity : Bid to remain open for 75 days from the date of opening of technical bid.

Eligibility Criteria:

Bidders/Firms who fulfill the following requirements shall be **eligible to apply**. Eligibility Bid (Envelope- 1) & Financial Bid (Envelope- 2) shall be uploaded by the bidder. Simultaneously. Bid documents may be down loaded from above mentioned web site.

The Bidder shall upload the Mandatory scanned copies of following documents along with tenders, for determination of Eligibility Criteria (**Envelope-1**) (**To be opened first**)

- i) Scanned copy of **the certificate w.r.t. deposition of earnest money.**
- ii) Scanned copy of **registration with GST department / or copy of application applied for.**
- iii) Scanned copy of valid **registration certificate** of the department registered with.
- iv) Scanned copy of **PAN card** issued by income tax department.
- v) Scanned copy of two **Undertaking** contained in bid documents (As per applicability) to be scanned separately for each work.
- vi) (a) "Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of tenders.
Experience of three similar works each of value not less than 40% of the estimated cost put to tender.

Or

Experience of two similar works each of value not less than 60% of the estimated cost put to tender.

Or

Experience of one similar works each of value not less than 80% of the estimated cost put to tender.

Or

(b) **One completed work of similar nature (either part of (a) or a separate one) costing not less than the amount equal to 80% of the estimated cost put to tender with some Central Government Department/State Government Department/Central Autonomous Body/State Autonomous Body/Central Public Sector Undertaking/ State Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City formed under any Act by Central/State Government and published in Central/State Gazette.**

In case of work experience issued by private agency that should be supported with TDS Certificate.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of submission of bid."

(***Similar work means work pertaining to construction / repair of residential/commercial/institutional Building**)

(Information and Instructions for Bidders to be read carefully)

- vii) **Turnover:** The average annual turnover of the bidder on works worked out for immediate last 3 consecutive financial year ending 31st March 2024 shall be atleast equal to 50% of the estimated cost put to work, duly certified by the statutory auditor of the agency or by a chartered accountant. The year in which no turnover is shown would also be considered for working out the average.
- viii) **Profit/Loss:** The bidder shall not have incurred any loss in more than two years during the last five years ending 31st March 2024, The duly certified and audited copy of profit and loss account by the statutory auditor of the agency/chartered accountant for atleast 5 years should be submitted.
- ix) The bidder agency must have positive net worth of minimum 25% of the estimated cost put to tender on date of submission of bid as certified by Chartered Accountant of the agency.

- x) The Bidder should have a solvency of 40% Estimated cost put to tender as certified by the banker of the bidder.

Special Condition

A. This is a time bound work to be carried out on top priority under the direction of Hon'ble High Court of Delhi and High powered committee.

Contractor must read specially Clause 2:- Compensation for delay as mentioned on page 52 and 53.

- i) That 1000 flats must be got ready within 3 months from the date of commencement of work otherwise clause 2 shall be enforced and necessary recovery shall be made.
- ii) Balance 1500 flats must be get ready in another 3 months, making a total of 6 months for 2500 flats, otherwise clause 2 shall be enforced and necessary recovery shall be made.

B. Water Quality: The contractor must use water which is well within the required PH value for construction works in all kinds of construction, repair and curing. In case there are any issues with quality of water, then a R.O. Plant shall be installed at site to maintain the quality of water, for which nothing extra shall be paid to bidder/contractor.

Financial Bid/Envelope 2 : After evaluation of the eligibility criteria, as mentioned above in respect of envelope 1, by the NIT approving authority or a committee constituted by him, Price/financial bid (Envelope 2) of only the short listed eligible contractors shall be opened at the notified date and time and tender shall be accepted by the tender approving authority in terms of delegation of financial powers, to Officers of DUSIB.

The bids shall remain valid for **75** days from the date of opening of technical bid.

Undertaking to be furnished by the intending tenderer – Are as under.

1. I/We-----S/o-----R/o -----do hereby solemnly affirm &declare as under:-

a) That I am sole proprietor/ partner / authorized representative of the company/ Firm /LLP of M/S-----R/O-----

b) That up-to-date returns of Goods & service tax department have been duly filed & no dues are pending.

c) That this is my/ our true &correct statement

2. I/We-----S/o-----R/o -----do hereby solemnly affirm &declare as under:-

i) I have deposited the requisite EMD amount in the A/C by way of ECS/RTGS No. Dt. at Bank drawn in favour of DUSIB.

ii) In case of my tender is not accepted as per terms and conditions of NIT and for any refund is made to me, the refund may please be made to my account as per details given below:-

a) Name of Agency.....

b) Bank, Branch Code, Place details etc.
.....

c) Account No.

d) IFSC Code No.

e) UTR/RTGS No.

DUSIB shall not be responsible in any ways for non-crediting of EMD/amount in the account of DUSIB by due date and time as mentioned in NIT.

Even though any bidders may satisfy the above eligibility criteria he would be liable to disqualification, if he has.

a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.

- b) Record of poor performance, such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

CPWD works manual 2019, which aims at enlightening on procedures & methodologies and to obviate chances of disputes during &/or subsequent to execution of work with an exhaustive set of guidelines could be referred to, for meticulous and efficacious working, in the event of unintentional typographical errors etc. in the clause(s), General terms & conditions of contract for Central PWD works 2014 incorporating **Latest amendment** circulated by CPWD vide **No. DG/Con/302 dated 09/02/2018** and further amendments if any. However, entire contents of uploaded bid document may be read thoroughly by the bidder & same shall be binding on the bidder. CVC Govt. of India guidelines shall be adhered to. Various Quality control circulars with up to date corrections/modifications as a result of C.T.E'S observations shall be taken care of by the DEPTT. As well as CONTRACTOR during execution of work so as to ensure prevention from even common defects.

1. The work is estimated to cost Rs. **14,74,99,197/-**-This estimate, however, is given merely as a rough guide.
2. Financial bid/price bid shall be opened of all Bidders who are qualified in technical bid, on prescribed date and time fixed for opening of financial bid. However it is mandatory on part of the lowest tenderers /bidders to get the verification of scanned document from original by the engineer in charge /divisional accountant/or any other authorized officer with one week time from date of opening of financial bid otherwise his tender shall be rejected and earnest money deposited will be forfeited in absolute despite of further disciplinary action like debarring from further in tendering in DUSIB or as competent authority may deem fit.
- 2(a) Signing of contract/ Agreement (Precise, definite & complete) shall be drawn between Executive Engineer on behalf of DUSIB with the successful tenderer **WITHIN 15 DAYS FROM ISSUE OF LETTER OF COMMENCEMENT OF WORK**, by downloading the tender document as uploaded, duly filled in schedule of quantities, rates, unit, amount, contractor's letters, if any, & Departmental officers communications/letters before acceptance of tender & subsequent to acceptance of tender, letter of commencement of work, complete Plans (Architectural / Structural), safety code ,Model rules for protection of health & sanitary arrangements for workers, Fair wages clauses, Labour regulations , list of acts & omissions for which fines can be imposed, scanned & duly verified copies of all mandatory documents etc. on the applicable prescribed Form No.7 or 8 (standard GCC 2014) which is available as a Govt. of India Publication. No payments of work done shall be made unless contract is signed by the contractor.
3. The time allowed for carrying out the work will be **180Days** from the date of start as defined in schedule "F" or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicted in the tender documents.
- 4.(i) The site for the work is available or the site of the work shall be made available in parts as specified below.
 - (ii) The architectural and structural drawing for the work is available.

OR

The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.

5. Tender / bid documents can be downloaded from web site (<https://govtprocurement.delhi.gov.in>)

Date.....*..... Time*.....

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of works to be done /items to be executed and the set of terms & conditions of contract to be complied with and other necessary documents can, however, be also seen by the intending tenderer in the office of the.....Executive Engineer C-2 ... between hours of 11.00 A.M & 04.00 P.M from*.....to.....*..... Every day except on Second Saturday, Sundays and Public Holidays.

6. Tenders shall be accompanied with Earnest money of Rs. _____/-through ECS/RTGS in account of EE...C-2.....of Bank*..... up to*..... hrs on*..... Date

7. The Contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered/ bided amount within the period specified in Schedule F. This guarantee shall be in the form of demand draft/ NEFT / RTGS in the account of EE C-02, 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 tender shall be returned after receiving the aforesaid performance guarantee.

REFUND OF EARNEST MONEY

The earnest money given by all the tenderers except the lowest tenderer should be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. Entry of Demand Draft/ Banker's cheque received as earnest money with the tenders may be kept in the Tender Opening Register, and these need not be deposited in the bank except for the lowest tenderer.

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 license , 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.

8. The description of the work and Copies of other drawings and documents pertaining to the works will be open for inspection to the tenderers at the office of the above mentioned officer. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and obtain all necessary information as to risks, contingencies and other circumstance which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities of workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc if any,. will be issued to him by the DUSIB and local conditions and other factors having a bearing on the execution of the work.

9. The Competent Authority on behalf of CEO, DUSIB does not bind itself to accept the lowest or any other tender/ bid and reserves to itself the authority to reject any or all the tenders/ bids received without assignment of any reason. All tenders/ bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer/ bidders shall be summarily rejected.
10. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the tenders/ bids submitted by the contractors who resort to canvassing will be liable for rejection.
 - 10.1 (a) *The contractor shall not be permitted to tender for works in the DUSIB (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 Project Director & 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 DUSIB. Any breach of this condition by the contractor would render him liable to be debarred from tendering in DUSIB. If no than undertaking should be furnished.*
 - 10.1 (b) *The contractor shall give a list of both Gazetted and Non-Gazetted DUSIB employees related to him. If no DUSIB employee related than undertaking should be furnished.*
 - 10.1 (c) *No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineer Department of the DUSIB is allowed to work as a contractor for a period of one year after his retirement from Govt. service, without the previous permission of the CEO, DUSIB in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the CEO, DUSIB as aforesaid before submission of the tender or engagement in the contractor's service. If no than undertaking should be furnished.*
11. The competent authority on behalf of CEO, DUSIB reserves to himself the right of accepting the whole or any part of the tender/bid and the tenderers/bidders shall be bound to perform the same at the rate quoted.
12. The tender/bid for the works shall remain open for acceptance for a period of seventy five(75) days from the date of opening of tenders in case of single bid system, seventy five(75) days from the date of opening of technical bid in case tenders are invited on 2 or 3 bid/ envelope system/Strike out as the case may be . If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the DUSIB shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bedding process of the work. Further in case the bidder withdraw his bid, besides penal action like forfeiture of EMD, the department reserves the right to blacklist the bidder for a period of five years.
13. The department shall deduct Income tax on the value of work done from each bill of the contractor as per prevailing Govt. instructions/orders. In lieu, the department shall issue a certificate of deduction of tax at source to the contractor in the relevant form.
14. ****Engineer-in-charge shall deduct TDS and DVAT as per prevailing Govt. order/instructions. TDS shall also be deducted on advance payments to be adjusted in future bills and on the amount of cost escalation TDS certificate shall be issued by the Engineer-in-charge to the**

contractor in the prescribed / appropriate form DVAT 43 within 28 days from the end of month in which tax has been deducted

**** Conditions of GST as applicable will prevail in place of DVAT Etc. as per Circular of Government.**

- 14(a) G.S.T. (SGST, CGST, IGST) as applicable shall be deducted from every running account bill and final bill subject to rate notified from time to time as prevalent and notified by state Government and central Government.(as applicable to contractor and bidders). A certificate shall be issued in this regard to contractor for deduction of GST. The rates are inclusive of all kind of taxes and nothing extra shall be payable under any circumstances as accepted tender rates.
- 14(b) **** The goods, including for works contract, shall be supplied by bidder or its authorized distributor in Delhi and against a sale invoice issued from Delhi. The delivery of goods shall also be made from Delhi. The bidder dealer or its authorized distributor, as the case may be, who supplies the goods should be registered with the Delhi VAT Department and carry a valid Tax identification Number issued by it. The bidder shall, however, be responsible for compliance with all conditions, warranties/ guaranties/ irrespective of the fact that the goods are supplied by him directly or through its authorized distributor. Further the quoted bid price in the tender shall be inclusive of all taxes and duties.**
**** Conditions of GST as applicable will prevail in place of DVAT Etc. as per Circular of Government.**
15. Department shall deduct Labour cess @ 1% on the value of the work done from each bill of the contractor as per prevailing Govt. instructions/orders. In lieu the department shall issue a certificate of deduction of tax at source to the contractor in the relevant form.
16. In the tender documents the word 'CPWD' shall be read as 'DUSIB' wherever exists.
17. The bidder shall ensure to submit his offer through e – tendering process only.
18. The work shall remain open for Quality assurance & Technical audit inspection by Departmental wings including circle level besides third party Quality assurance as contained in Schedule 'D'. The findings/suggestions / recoveries/ steps to demolish / remove any substandard work shall be final and binding ON the contractor.
19. *For unsuccessful bidders only the amount which is credit into the account of DUSIB shall be refunded except tender cost.*
20. The material brought at site to be used in the work like Cement, Mild Steel , TMT steel bars pig lead bitumen, paint, primer, cement paint etc. will be kept in joint custody of department and the contractor. The record of its consumption would be signed by the contractor and the Junior Engineer or any other official of DUSIB shall maintain these records.
21. Sample of building material, door & window fitting, sanitary wares and other articles required for completion of work shall be got approved from Engineer-in-Charge before their use in work. Preference shall be given to those articles which bear I.S.I. Certification mark. In case article bearing ISI certification mark are not available, the quality of the sample brought by contractor shall be judged by the standard laid down in the relevant ISI specification. All materials and articles brought by the contractor to the site for its use shall confirm to sample approved which shall be preserved till the completion of work.
22. *No payment will be made to the contractor for damage caused by rain or other natural calamities, riots during execution of the work & No claim on this account will be entertained.*
23. The agency shall be fully responsible for safety of labour, working staff, & any one at

- site etc. Proper safety equipment like Strong helmets, safety belt, gumboots, barricading etc. as per requirement of site shall be provided by the agency & agency shall be fully responsible for any accident & consequential claims etc. & DUSIB shall not be responsible any more. The contractor will get the machinery tested and preventive maintenance done as prescribed by the manufacturer to ensure the functionality & safety at site.
24. The agency shall have to provide cement slurry coating on the reinforcement bars as soon as they are brought at site of work and shall be stacked on bricks or timber platform , 30-40 centimeter above the existing Ground Level. Nothing extra shall be paid on this A/c.
 25. Missing dimensions if any, in the drawings shall be brought to the notice of Engineer In-charge for clarifications.
 26. Dispute Redressal Committee may be constituted for redressal disputes/claims of contractor prior to taking recourse to Arbitration. DRC shall be headed by Chief Engineer DUSIB when claims preferred are to the tune of more than Rs.25 lac.& by S.E when claims are less than Rs. 25 lac.
 27. In case any structural detailing drawings lack in inherent further detailing, the same can be discussed with Engineer – in – charge & nothing extra shall be paid.
 28. The contractor shall give satisfactory performance test of installations individually & as a whole to ensure proper defect free functioning before recording of final completion.
 29. Provision for Item comprises of C & D waste material has been considered Which has to be procured by contractor from authorized manufacturer. The Copy of the invoice regarding procurement of the recycled C & D waste from Authorized manufacturer be necessarily submitted by contractor. It will be the responsibility of EE concerned that payment shall be made only after submission for C & D material.
 30. Budget & Finance offices, DUSIB, the following conditions shall be effected in addition to other terms and condition of the NIT.
If the rate of L-1 is more than 25% below than the justified rate the bid will be considered as unworkable, if unworkable rates are received, the L-1 shall have to submit the difference between the 25% rates less amount of justified rate and his quoted rate as additional Performance Guarantee to Delhi Urban Shelter Improvement Board and only after the additional Performance Guarantee is submitted the contract would be awarded/ executed.
As per circular issued vide No. B&FO/DUSIB/2023-24/D-170 dated 24-08-2023
 31. B&FO (DUSIB) circular No. D-199 dt 05-09-2024 shall be applicable, regarding PG & Additional PG to be deposited by contractor in the shape of demand draft/ RTGS/NEFT only in the bank account of concerned Division EEC-2 no interest shall be payable for the deposition of PG/additional PG, security Deposit made by the contractor.
 - 32., Water proofing agreement shall be signed separately as applicable for water proofing done in the work. The defects liability period is 05 years for water proofing work.

Samples for Testing and Testing Charges

Samples of material required for testing shall be provided free of charge by contractor. The cost of tests shall be borne by the Contractor/Department in the manner indicated below:-

- a) By the contractor if the test report/result shows that the material does not conform to relevant specification/ISI Code.
- b) By the department in the event of conformity with relevant specifications/ISI Code
- c) Expenditure required to be incurred for sealing the sample in the presence of Engineer –in – charge or his authorized representative, for conveyance, packing etc. shall be borne by the contractor himself.
- d) In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual subheads of works as per applicable CPWD specifications, higher of the two frequencies of testing shall be followed and nothing extra shall be payable on this account.
- e) A reference made to any Indian Standard specifications in these documents shall imply to the latest version of that standard including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards, Specifications, applicable to the work, at site.
- f) Samples including brand/quality of materials and fittings to be used in the work shall be got approved from the Engineer-in-charge well in advance of actual execution and shall be preserved till the completion of the work.
- g) The rate for all items in which the use of cement is involved is inclusive of charges for curing unless otherwise specified in the schedule of quantities, the rates for all items shall be considered as inclusive of pumping/bailing out water; if necessary for which no extra payment shall be made.
- h) Unless otherwise specified in the schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, floors including terrace, leads and depths and nothing extra shall be payable on this account.

TENDERER'S DECLARATION AT THE TIME OF SUBMISSION OF 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 Rates & 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 CEO, DUSIB within the time specified in schedule F ,viz, schedule of quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in Rule-1 of the general rules and direction and in Clause -11 of the conditions of contract and with such materials as are provided for , by , and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for seventy five (75) days from the due date of its opening in case of single bid system, seventy five (75) days from the date of opening of technical bid in case tenders are invited on 2 or 3bid/ envelop system for specialized work (strike out as the case may be) and not to make any modification in its terms and conditions.

A sum of Rs. 29,50,000/- is hereby deposited through ECS/RTGS in the specified bank of the division as earnest money. If I/We fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the said CEO, DUSIB or his successor in office shall without pre- judice 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 CEO, DUSIB or his successor in office shall without pre-judice 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 work referred to in the tender document 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 the case of forfeiture of earnest money or performance guarantee as afore said, I/We shall be debarred for participation in the retendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of DUSIB, then I/we shall be debarred for tendering in DUSIB in future forever. Also, if such a violation comes to the notice of DUSIB 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 document, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/ derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated.....

Signature of contractor

Postal Address.....

Witness:

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned here under) is accepted by me for and on behalf of the DUSIB, BOARD for a sum of Rs. 14,74,99,197/- (Fourteen Crore Seventy Four Lacs Ninety Nine Thousand One Hundred and Ninety Seven only)

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

- i)
- ii)
- iii)

For & on behalf of the DUSIB BOARD

Signature.....

Designation: Executive Engineer

**DELHI URBAN SHELTER IMPROVEMENT BOARD
OFFICE OF THE EXECUTIVE ENGINEER**

SCHEDULE – A

Schedule of quantities (Enclosed) Page 130 to 160

EE C- 2

A.E-I/C-2

SCHEDULE - B

Schedule of materials to be issued to the contractor

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

EE C-2

A.E-I/C-2

SCHEDULE - C

Tools and plants to be hired to the contractor

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

EE C-2

A.E-I/C-2

**DELHI URBAN SHELTER IMPROVEMENT BOARD
OFFICE OF THE EXECUTIVE ENGINEER**

SCHEDULE - D

Extra schedule for specified requirements / documents for the work if any

3rd PART Y QUALITY ASSURANCE

The work will be inspected by any of other TPIM Agency as listed below Appointed by Competent Authority:

- i. **CRRI**
- ii. **III Roorkee-**
- iii. **Sri Ram Institute for Industrial Research.**
- iv. **IIT, Delhi**
- v. **DTU.**
- vi. **BITES Ltd.**
- vii. **IR Class System and Solution Pvt. Ltd.**
- viii. **Indian Registrar & Shipping.**
- ix. **M/S. CES(I) Ltd.**
- x. **M/S. SPAN Consultants.**
- xi. **M/S. Swarna Tollway Pvt. Ltd.**
- xii. **M/S. LCA Associates.**
- xiii. **M/s.Steep Consultants Ltd.**
- xiv. **M/S. MSV International .**
- xv. **Jamia Milia Islamia University.**
- xvi. **M/S. EIL .**

1. The charges shall be on the total contractual cost of the work.
2. The payment to the 3rd party organizations shall be made in for every project.
3. These charges shall be borne by the department.
4. Consultancy fee of 3rd party outside agency includes sample testing charges, if any.

The following modalities will be followed by the all concerned

1. The work of quality assurance / auditing shall be in the form of random inspections / lifting of samples at different stages as mentioned below for different type of works:

S.No	Type of work	1 st stage	2 nd stage	3 rd stage	4 th stage
1.	Maintenance/Upgradation/Repair Work	On execute of 25% of scope of work	On execute of 50% of scope of work	On execute of 75% of scope of work	On completion of work

2. 3rd Party outside agencies i.e CRRI/ IIT / **or any other TPIM Agency appointed by Competent Authority** shall adhere to the above inspection schedule and decide the material / item for which sampling is to be done, if any during execution at different stages / completion of work to ascertain the required quality assurance.
3. The above inspections are the minimum inspection and if the 3rd party needs to carry out additional inspections, they can do so however no additional payments shall be made to the outside agencies for the same. The above shall be strictly adhered to as per chart above.
4. During the inspections the 3rd party shall carry out thorough checking of works as per CPWD / specified specifications and provision of the contract agreement:
 - a. Random checking of items /works being carried out/ already carried out at the time of Inspections
 - b. Reinforcement etc. to be verified before casting of RCC.

- c. Besides giving the inspection reports, the 3rd party shall also give technical advisory and suggestions during the progress / completion of the work
 - d. The 3rd party shall give its recommendations w.r.t the discrepancies found at the time of inspection & the corrective measures remedies so that the discrepancies can be rectified /re-done.
 - e. The 3rd party shall lift samples of items and get the same tested from in-house lab/designated labs i.e. SRI RTC, Okhla & NTH, Ghaziabad.
The testing of samples shall be as per CPWD/IRC/MOST/MORTH norms (whichever is applicable.)
 - f. The 3rd party agency shall thereafter submit complete and comprehensive inspection Report stage wise within 10days of the inspection to concerned SE & EE and a copy to SE (QC) separately. No report will be handed over to the contractor by the 3rd party directly in order to maintain secrecy and all communication will be restricted to DUSIB officials only. Office of concerned S.E./C.E./S.E.(Q.C.) may seek additional comments from the third party agency.
 - g. All 3rd party agencies shall from time to time review the system & procedure for continuous improvements and to review errors, if any. The 3rd party agencies shall also from time to time ascertain complete transparency to maintain accuracy / credibility and reliability.
 - h. In road works core cutting at the site shall be done by the checking agency.
 - i. All the 3rd party agencies shall submit the monthly report to SE (QC).
5. All field tests and mandatory tests shall be got done by the concerned EE strictly as per the CPWD Specification /MORTH /NIT Conditions
 6. Regarding the overall quality of the work, concerned EE shall ensure that all works have been carried out as per the conditions of the NIT and audit part besides the above mentioned points including mandatory test / variation /deviations in quantities /financial implications /authenticity of procurement of material documents etc. shall be the responsibility of the concerned EE.
 7. The contractor shall provide the minimum lot quantity for sampling as required.
 8. Concerned EE shall supply the documents i.e. work order / schedule / estimates, sketch of the work or any other documents as desired by the 3rd party as soon as the work is initialed in order to avoid delay.
 9. The 3rd party inspection agency after receipt of the work order shall contact the concerned EE within 3 days and work out the modalities and start checking the work immediately thereafter. Any constraints / hindrances in taking of the inspection, if any shall be brought to the notice of concerned SE/CE.
 10. It shall be the reciprocal obligations of both EE and 3rd party to ensure checking in time.
 11. The concerned EE shall ensure that full coordination and cooperation is extended to carry out the functions and duties of the 3rd party.
 12. Concerned EE/AE shall make proper schedule and arrangement for inspection of the work & ensure that concerned field staff is available at the time of inspections and also ensure that the lifting and sealing of the samples is as per proper procedure.
 13. 3rd party quality assurance is to be got carried out in the DUSIB as per the schedule mentioned in schedule D orders/circulars issued by SE (Q.C./Engineering office).
 14. In case of CC cubes the cubes shall be cast at site duly signed by all present at the time of lifting & sealing of samples as per procedure.
 15. The CE (DUSIB) or his authorized representative shall be at liberty to watch the process of sampling /testing in the lab as and when required. In case of any dispute the decision of the CE (DUSIB) will be final and binding.
 16. EE concerned shall examine the report of 3rd party agency and shall submit the ATR of each work to concerned SE, CE, 3rd party as well as to the SE (QC).
 17. If the agency discontinues the work DUSIB shall be at liberty to terminate the contract.
 18. Concerned EE shall ensure that no payment is made to the contractor until satisfactory report has been received from the third party agency for executed work.
 - 19(a) It will be the responsibility of the third party agency to submit the final report on final inspections covering aspect of compliance of CPWD specifications / **quality related contract conditions.**
 - 19(b) Works shall also be got checked by CTE as applicable.
- 20(i) The concrete mix design with or without admixture will be carried out by the contractor through one of the following institution and no payment will be made to the contractor on A/c of fee to be paid to the agencies.
 - a) IIT Delhi`
 - b) CRRI Delhi
 - c) Delhi Technological University, Delhi

- ii) In the event of all the three institution mentioned above being unable to carry out the requisite design/testing the contractor shall have to get the same done from any other laboratory with prior approval of the competent authority.

21 RMC of requisite grade be procured from RMC plant of Primary Producer.

Approved list of laboratories other than Field tests

The following Government & Non-Government Laboratories are approved for testing of samples.

A) Government Laboratories

- i) NTH, Ghaziabad
- ii) CRRI, Delhi
- iii) IIT, Delhi
- iv) CPWD Lab, I.P. Estate, New Delhi
- v) RTC, Okhla
- vi) CBRI, Roorkee
- vii) DUSIB in house Lab.

B) Non-Government Laboratories

- i) ACE Testing Laboratory
- ii) ARC Testing Laboratory
- iii) Alphex Electronics Pvt. Ltd Building Material Lab.
- iv) DUSIB approved labs
- v) Raicon Lab Pvt. Ltd.
- vi) Ghaziabad testing Labortaries Pvt. Ltd.
- vii) Global test home Pvt. Ltd.

Note: 75% tests shall be got undertaken from the Govt. labs and rest 25% shall be from the approved Non-Govt.

**DELHI URBAN SHELTER IMPROVEMENT BOARD
OFFICE OF THE EXECUTIVE ENGINEER**

SCHEDULE- E

Reference to General Conditions of contract.

N.O.W.: - Deposit work under land owning agencies (Additional work in EWS Flats).

S.H.:- Repair to 2416 EWS houses out of 3560 EWS houses at Savda Ghewra Ph.-III (Gr.-II) for make these EWS houses habitable for slum dwellers at Savda Ghewra Ph-III (**In compliance of orders of Hon'ble High Court of Delhi**).

Estimated cost of work:	Rs. 14,74,99,197/-
Earnest money	Rs. 29,50,000/- (to be returned after receiving performance guarantee)
Performance Guarantee	5% of tendered value
Security Deposit	2.5% of gross amount of each running bill as well as final bill.

SCHEDULE- E-1

This clause supercedes all clauses related to refund of security deposit and performance guarantee.

The defect liability period in this contract is 365 days from the date of actual completion of work.

The security deposit and performance guarantee shall only be released after the defect liability period of 365 days is over Subject to the satisfaction of Engineer in charge (EEC-2).

EE C- 2

A.E-I/C-2

SCHEDULE - F

General Rules & Directions:

Officer Inviting tender :

E EC-2

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance in accordance

with Clauses 12.2 & 12.3

See below
Applicable**Definitions**

- 2(v) Engineer-in-charge : E E C-2
- 2(vii) Accepting Authority As per power delegate in DUSIB
- 2(x) Percentage on cost of materials and labour to cover all overheads and profits. 15%
- 2(xi) Standard Schedule of Rates DSR-2016 with up to date Correction slips up to last date of submission of bids and Non schedule approved items/ rates (In case of any discrepancy in nomenclature of **BOQ**, the DSR prevails.)
- 2(xii) Department **DUSIB.**
- 9(ii) Standard CPWD contract Form In accordance with CPWD form 7 as Modified & corrected up to call of tender.

Clause 1

- (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. 07 days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of performance guarantee amount beyond the period provided in (i) above. 07 days

Clause 2

Authority for fixing compensation under clause 2 SE -Concerned

Clause 2A

Whether clause 2A shall be applicable No

Clause 5

Number of days from the date of issue of letter of acceptance/commencement for reckoning date of start15 days.....

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	Full	15 Days
Part B	Portions with encumbrances	—	—
Part C	Portions dependent on work of other agencies	—	

Schedule of issue of Designs

Part	Portion of Design	Description	Time Period for issue of design reckoned from date of receipt of tender.
Part A	Portion already included in NIT	Full	15 Days
Part B-1	Portions of Architectural Designs to be issued	—	—
Part B-2	Portions of Civil designs to be issued	—	—
Part B-3	Portions of E & M designs to be issued	—	—

Mile stone (s) as per table given below:

Table of Mile Stone(s)

Sl.No	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone
1.	1/4 th whole the work	45days	1% of tendered amount
2.	1/2 th whole the work	90days	---- do ---
3.	3/4 th whole the work	120days	---- do ---
4.	Full work	180days	---- do ---

Note:- The maximum amount that is to be withheld in case of non-achievement of milestone shall not exceed 5% of tendered value of the work.

Time allowed for execution of work. -180 Days

Clause 5.2

Nature of Hindrance Register

Physical

Clause 5.4

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

S.No.	Contract Value	Recovery Rs.
I	Less than or equal to Rs. 1.0 Crore	500.00

II	More than Rs. 1.0 Crore but less than or equal to Rs. 5.0 Crores	1000.00
III	More than Rs. 5.0 Crore but less than or equal to Rs. 20.0 Crores	2500.00
IV	More than Rs. 20.0 Crores	5000.00

Authority to decide:

- (i) Extension of timevest with CE(DUSIB)..... as per delegation of powers in DUSIB.
- (ii) Rescheduling of mile stonesSE -I..... (Superintending Engineer in charge of Superintending Engineer in charge of major component in case of composite contracts, as the case may be)
- (iii) Shifting of date of start in case of delay in handing over of site...SE-I..... (Superintending Engineer in charge of Superintending Engineer in charge of major component in case of composite contracts, as the case may be)

Clause 6, 6A

Clause applicable –

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

Clause 7

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

1.0 Crores or as upon mutual agreed.

Clause 7 A

Whether clause 7A shall be applicable

Yes

Clause 8B

- (i) **This shall not apply for maintenance or upgradation contracts not involving any services.**
- (ii) **For other works, the limit shall be as below:**

S.No.	Contract Value	Limit Rs.
I	Less than or equal to Rs. 1.0 Crore	1000.00
II	More than Rs. 1.0 Crore but less than or equal to Rs. 5.0 Crores	5000.00
III	More than Rs. 5.0 Crore but less than or equal to Rs. 20.0 Crores	25000.00
IV	More than Rs. 20.0 Crores	50000.00

Clause 10A

List of testing equipment to be provided by the contractor at site lab.

- 1 Tamping Rod, Cube moulds 12 nos. Min. Number can be increased

- depending upon quantum of- work .
2. Set of Sieves along with Sieve shaker (Brass sieves for testing of Coarse sand and metal sieves for stone aggregate)
 3. Rebound Hammer
 4. Slump Cone
 5. Impact test machine
 6. Cylindrical Glass Jars
 7. Trays for Efflorescence
 8. Vernier calipers(Digital)
 9. Micro meter(Digital)
 10. Weighing Balance 25 Kg. capacity of 1 gram accuracy.
 11. Theodolite and level instrument
 12. Digital Hot air oven 24"x24"

Clause 10 B (ii)

Whether Clause 10 B (ii) shall be applicable

No

Clause 10C

Component of labour expressed of value of work =25 % of 85% of gross work done...

Clause 10 CA

S. No.	Materials Covered Under this clause	Nearest Materials (other than cement, reinforcement bars And structural steel) for which All India. Wholesale Price Index to be followed:	Base Price and its corresponding period of all the material covered under Clause 10 CA **	
			Base Price	Corresponding period
1	Cement	OPC (43 grade)	4734.36/MT	Oct 2024
2	Reinforcement Bars TMT Fe-500	Primary manufacture	48800.00/MT	Oct 2024
3	Structural steel	Primary manufacture	52585.00/MT	Oct 2024
4.	Diesel		87.62 / L.	Oct 2024

* includes Cement Component used in RMC brought at site from outside approved RMC Plan if any.

** Base Price and its corresponding period of all the materials covered under Clause 10C is to be mentioned at the time of approval of NIT. In case of recall of tender the base price may be modified by adopting latest base price, and its corresponding period.

Clause 11: CPWD Specification 2019 vol. 1&2 to be followed for execution of work with up to date corrections & amendments.

Clause 12

12.2. & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work50%.....

12.5 (i) Deviation limit beyond which clauses 12.2&12.3 Shall apply for foundation work (except items mentioned in earth work sub head in DSR

2.	Graduate Engineer	Civil	Project/Plan ning/Quality / Billing Engineer	2 years	1+1	Rs.25000/ per month	Rs. Twenty five thousand.
	Or Diploma Engineer	Civil		5 years	1+1	Rs.25000/ per month	Rs. Twenty five thousand.

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

Clause 42

- (i) (a) Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates **2016** Printed by C.P.W.D.
- (ii) Variations permissible on theoretical quantities.
- (a) Cement for works with estimated cost put to Tender not more than Rs. 5 Lakhs 3% plus/minus
For works with estimated cost put to tender more than 5 lakhs 2% plus/minus
- (b) Bitumen for all works. 2.5% plus only & nil on minus side
- (c) Steel Reinforcement and structural Steel sections for each diameter, Section and category 2%plus/minus
- (d) All other materials Nil.

Recovery rates for Quantities beyond permissible variation

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

GENERAL CONDITIONS

1. Estimate

1.1 The estimate is based on CPWD, DSR **2016** with up to date correction slips & approved items of DUSIB. The work shall be carried out as per CPWD specifications **2019** Vol. I & II / latest editions of the specifications, with up to date (the date of receipt of tender) correction slips, for works at Delhi.

2. Rates

2.1 The tendered rate (%age rate tender/item rate tender) for all items of the work shall be considered inclusive of all leads and lifts, skilled or unskilled labour & material required for working at all heights and depths, making any shape of the masonry as per the drawings, royalty fee, terminal taxes, octroi, entry tax etc. etc. besides other taxes payable by the contractor such as Income Tax and Sales Tax on work contract and the sales tax applicable on the goods/material. Nothing extra shall be paid unless otherwise given in the description of item and no extra claim shall be entertained due to any reasons whatsoever on this account.

2.2 Nothing extra shall be paid unless otherwise specified on account of cutting of grass, bushes, leveling of undulation in the ground, existence of drain and temporary structures etc. requiring removal and difficulty due to space constraints.

2.3 Nothing extra shall be paid for working in foul conditions unless otherwise specified. The tendered rates shall not be subject to any revisions for want of any information.

3. Income tax and Sales tax on work contract

The contractor shall pay income tax on all payments made to him under the contract as per provisions of income tax act. The contractor shall also pay sales tax on work contract on all the payments made to him under this contract, as per provision of Delhi Sales Tax and Work Contract Act 1999. The DUSIB shall deduct tax on source (TDS) both for income tax and sales tax on work contract act. The element of taxes shall be considered in built in the offered rate by the contractor. The contractor shall opt out of the following:-

(i) ****I/We opt for composition of tax @ 4% of the contract value as provided in the Delhi Sales tax on work contract act 1999. I/we agree the deduction @ 4% of the contract value from our running bills. We have considered the tax liability under the act in our quoted rates**

OR

****I/we opt for 2% tax deduction at source and subsequent assessment shall be done by us as per provision of the Delhi Sales Tax and Work Contract Act 1999. I/we have considered this tax liability payable under the act in our quoted rates.**

****The tenderer who do not indicate the option clearly, it shall be presumed that the tenderer agrees for the deduction of tax at source @4% of the contract value/the gross value of the running bills (composition of tax). The rate quoted shall be deemed to have been included the above.**

**** Conditions of GST as applicable will prevail in place of DVAT Etc. as per Circular of Government.**

NOTE: - The DUSIB shall not be under any obligation to pay or reimburse the tax paid or payable by the contractor as per the provision of the act for the contract /work under reference.

5. Bar Chart

The contractor shall be required to submit a detailed programme for completion of work within the stipulated period, in the form of a Bar Chart, covering all major activities, to the Engineer-in-charge within 10 days from the date of award of work. Modifications suggested by the Engineer-in-charge shall be incorporated in the Bar Chart. It will be ensured by the contractor that the time schedule as laid down in the aforesaid Bar Chart/mile stone is adhered to. Action for not receiving the mile stone shall be taken as per the provisions given in the clauses of contract.

6. Site office

The contractor shall construct a temporary site office for supervisory staff of the department and shall also provide necessary furniture. No extra payment for this shall be made on this account.

7. Labour camp and hutments

7.1 It shall be the responsibility of the contractor to make his own arrangement for labour camp and hutments at the site. In case adequate space is available, the contractor shall provide labour camps there, the DUSIB shall not charge anything for the same. If the space available is not sufficient to house the labour camp, the contractor shall arrange the land beyond the site as per his requirement. The DUSIB may extend help in getting permissions from the land owning agencies but it shall be the responsibility of the contractor for arranging the same at his own cost. No excuse whatsoever shall be entertained.

7.2 In case of any disputes with labour (skilled or unskilled) and charges are claimed against the contractor, the Engineer-in-Charge shall have the full authority to deduct the same from the bill of the contractor, so as to enable him to settle the disputes.

7.3 The contractor shall not disturb damage or pull down any hedge, tree, building etc within the site without the written permission of the Engineer-in-charge.

7.4 The contractor shall at all the times during the progress of work take all requisite precautions and use his best endeavors for preventing any riotous or unlawful behavior by or among the workers and other employees at the work and shall preserve peace and protection of the inhabitants and the security of property in the neighborhood of the work.

7.5 If the contractor or his working people or servants break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains electric or telephone post or wires, trees, grass or grasslands, 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 whatsoever, the contractor shall make the same good at his own expense or in default the Engineer-in-charge cause the same to be made good by other workman 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.

7.6 On completion of the work the contractor shall remove hutments failing which the department will dismantle and clear the site at his risk and cost.

8. Sign Board

The contractor shall provide board indicating complete name of work, date of start, date of completion, cost, name of department, name of the Executive Engineer with office address and telephone number, name of the executive agency, at his own cost at the site of work. Board may be provided in consultation with Engineer-in-charge.

9. Leveling Instrument/survey equipment's

The contractor must always make available latest/updated and accurate leveling instrument at the site of work. Necessary levels will be given by the contractor or his authorized site engineer and the same will be checked by the site staff of the department.

10. Removal of a person

Any person employed by the contractor on any work, who shall appear to the Engineer-in- Charge to be incompetent or to act in any improper manner shall be dismissed by the Engineer-in- Charge and such person shall not again be employed on the work without permission from the Engineer-in-Charge.

11. Bench mark

The contractor shall establish at his own cost, at suitable points, additional reference points/lines, bench marks as may be necessary. The contractor shall remain responsible for the sufficiency and accuracy of all bench marks and reference lines. The temporary bench marks shall be connected with permanent standard bench marks.

12. Execution of work

12.1 The work is to be carefully executed strictly in accordance with the approved drawings supplied to the contractor or with such modifications as may be approved by the Engineer-in-Charge from time to time. Any additional amended, revised or detailed drawings that may be issued by the Engineer-in-Charge or approved in writing by him during the progress of the work are to be considered to form the part of the work and as such being included in the contract. No claim whatsoever shall be considered on this account.

12.2 The order of sequence of execution of the work and general condition of the work shall be subject to the approval and direction of the Engineer-in-Charge whose approval or direction shall however in no way relieve the contractor of the responsibility for the proper and satisfactory execution of the work according to the terms of contract and within stipulated period. No claim of the contractor whatsoever will be entertained on this account.

12.3 The information given in the drawing including the conditions of ground or the information regarding of the depth of water to be met with means of access, or any other such matter shall not relieve the contractor from the fulfillment of the contract.

12.4 The contractor will be responsible and must check and satisfy himself the accuracy of levels, lines positions, dimensions, sizes etc. of the finished work in accordance with the contract.

13. Excavation

13.1 Excavation shall be carried out as per the latest CPWD specifications applicable for the work. The side slope for excavation shall be decided by the Engineer-in-charge depending upon the sub-soil strata and availability of land. In case of the space constraints restricted excavation width shall be allowed and the contractor shall carry out close/open timbering to keep the trench in position. The procedure and process of timbering/shoring etc. shall be as per CPWD specifications. The payment shall be made as per provision in the Bill of Quantities of the work.

13.2 Excavation in soil: In firm soils, the sides of the trenches shall be kept vertical up to a depth of 2 meters from the bottom. For greater depths, allowing steps of 50cms on either side after every 2 meters from the bottom shall widen the excavation profiles. Alternatively, the excavation can be done so as to give slope of 1:4(1 horizontal: 4 vertical). Where the soil is soft, loose or slushy, the width of steps shall be suitably increased or sides sloped or the soil shored up as directed by the Engineer-in-charge. It shall be the responsibility of the contractor to take complete instruction in writing from the Engineer-in-charge regarding the stepping sloping or shoring to be done for excavation deeper than 2 meters.

13.3 Excavation in ordinary/hard rock shall be carried out by crowbars, pickaxes or pneumatic drills and blasting operation shall not be adopted.

13.4 The excavation shall be done true to levels, slope, shape and pattern indicated by the Engineer-in-charge.

13.5 In case of excavation for foundations or for laying of sewers/pipe lines/drain in trenches or over areas the bed of excavation shall be to the correct level or slope and consolidated by watering and ramming. If the excavation for foundation is done to a depth greater than that shown in the drawings or as required by the Engineer-in-charge, the excess depth shall be made good by the contractor at his own cost with the concrete of the mix used for leveling/bed concrete for foundations. Soft/defective spots at the beds of the foundations shall be dug out and filled with concrete (to be paid separately) as directed by the Engineer-in-charge.

13.6 In case the excavation is done wider than that shown on the drawings or as required by the Engineer-in-Charge, additional filling wherever required on this account shall be done by the contractor at his own cost.

13.7 Excavation of final 150mm depth shall be done just prior to lean concrete.

13.8 The underground services like water main, Electric cables, telephone cables, sewer line/connections may got exposed during the excavation. The contractor at his own cost shall support and keep the underground services functional as directed by Engineer-in-charge. However, the payment towards supporting the water/sewer lines having size more than 250 mm dia shall be made by the department on the basis of relevant item of DSR plus/minus contractor's enhancement after effecting deductions for the salvage value of the support/arrangement so made for supporting the services. Any damage caused to the services shall be made good by the contractor at his own cost.

13.9 The excavated earth shall be stacked sufficiently away from the edges of the trench as per provisions given in CPWD specification/I.S. code. The clear distance between the edge of the excavation and the stacked earth shall be 1.5 meter or half of the depth of excavation whichever is more. In case of space constraints, special permission of Engineer-in-Charge shall be taken.

13.10 The trenches having more than 1.2 meter depth shall be provided with a ladder which shall extend from the bottom of the trench to at least 90 cm. Above the ground level for inspection by the contractor at his cost.

13.11 During the excavation the natural drainage of the area shall be maintained. Excavation shall be done from top to bottom. Undermining or undercutting shall not be done.

13.12 From safety point of view, where required, the trenches shall be provided with G.I. sheet barricading which shall be painted with red and white strips as directed. The payment shall be made only if the item is included in the bill of quantity otherwise the cost of the same shall be considered as inclusive in the offered rate.

14. Sub Soil Water

14.1 The excavation under sub-soil water shall be classified as excavation in saturated soil.

14.2 The sub-soil water table is likely to be met at a depth of about---*---meter below the general ground level. However, for measurement of different items required to be executed at site, actual sub-soil water table shall be recorded in 3 pits dug along the specified length of alignment and the average steady water level shall be taken. The sub-soil water table shall be recorded by the department/Engineer-in-Charge/a team of Engineers and the contractor. The measurement of works/items as per Bill of Quantities executed under sub-soil water will be made/ worked out with centre of gravity i.e. the quantity will be calculated by multiplying the depth measured from top of sub-soil water level up to the centre of gravity of cross-sectional area of the item.

14.3 The contractor shall arrange sufficient number of diesel and Electric pump for lowering down the water table below the required excavation level and to keep the excavation dry for sufficient period to enable getting of works executed. The contractor shall also arrange at his cost Diesel generator Sets of adequate capacity as a standby arrangement in good running condition including making pressure release holes if necessary and plugging the same subsequently to the satisfaction of Engineer-in-Charge. Pumping of subsoil water shall be ensured to be continued to keep subsoil water level well below the deepest construction level during execution to avoid floatation of the partially constructed structure due to uplift pressure of subsoil water. This arrangement shall be maintained till full structure has been constructed to counteract the uplift pressure due to subsoil water.

14.4 The subsoil water pumped will be drained off to the proper disposal point. The drain shall be kept cleaned regularly. Contractor shall ensure hygienic conditions as per the guidelines and procedure of the health/sanitation department and nothing extra shall be paid on this account.

14.5 While with drawing the casing pipes of the bores, the space and the cavity so form shall be filled with the sand by the contractor at his own cost

15. Refilling

15.1 Refilling of the trenches shall proceed with the soft material free from stone and hard substance, compaction of the same shall be done as per CPWD specifications.

15.2 In case of pipelines, soft material free from stones or hard substances shall first be used and hand pressed under and around the pipes to half their height. Similar soft material shall then be put into a height of 30 cm above the top of the pipe and this will be moistened with water and well rammed. Filling in the remainder of the trench shall be done with excavated earth in regular horizontal layers

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each not exceeding 20 cm in depth. All lumps and clods exceeding 8 cm in any direction shall be broken. Each layer shall be watered and consolidated.

15.3 Before and during the backfilling of a trench, precautions shall be taken against the floatation of the pipeline due to the entry of large quantities of water into the trench causing an uplift of the empty or the partly filled pipeline. Upon completion of the backfill, the surface shall be restored fully to the level decided by Engineer-in-Charge.

15.4 Sheeting driven below the spring line of a sewer shall be withdrawn a little at a time as the backfilling progress. Some of the backfilled earth is forced into the void created by withdrawal of sheeting.

16. Serviceable material

Serviceable material if found during excavation / demolishing shall be issued to the contractor at the rate as specified.

16.1 Bricks- Rs.....Nil.....

16.2 Aggregate/soling (Any size):- Rs.....Nil.....

The above rates are applicable if the material issued is used at site or taken away from the site

17. Cartage of malba /earth/silt etc.

17.1 No malba shall be allowed to remain at site of work, same should be removed regularly during the progress of work as directed by the Engineer-in-Charge.

17.2 The surplus earth/demolished unserviceable material/building rubbish or the like shall be carted to the DUSIB land. Payment for the item of carriage shall be restricted and paid for the lead specified only. The measurement of the same shall be in accordance with the provisions as given in relevant CPWD specifications after deduction of voids. If the department desires that the material including excavated surplus earth requires to be carted to any other land at shorter/longer lead other than mentioned above, the same shall be done by the contractor and will be paid as per actual lead accordingly.

17.3 In case the same is not allowed to be disposed off or carted by the department or by any other agency, the contractor shall not have any claim for deleting/reducing of the item from the scope of work at any stage. Supporting documents of having the same disposed at the defined destination shall be attached with each running bill.

17.4 In the case of silt/garbage/sludge having no fertile value recovered during the execution of the work the same shall be disposed of at sanitary land fill.(SLF)/present Burari Supporting documents of having silt disposed of at S.L.F. shall be attached with each running bill. Necessary charges levied by the MCD for dumping/disposal at SLF shall be paid by the contractor and the same shall be reimbursed as per the actual. No payment shall be made without production of valid receipt and in case the agency fails to provide valid receipt of MCD than suitable levy preferably five times of the rate of payment shall be recovered from the bill of contractor.

17.5 The contractor shall be responsible for the safety of the material obtained during excavation, the dismantling and demolishing or otherwise, the same shall be utilized or sold by the department.

18. CEMENT

18.1 The contractor shall procure ISI mark OPC(ordinary Portland cement) of 33 grade (conforming to IS:269) or 43 grade (conforming to IS:8112) as required for the work only from reputed manufactures such as ACC, L&T, J.P. Rewa, J K, Vikram, Birla Jute, Gujarat Ambuja and Cement Corporation of India, etc. as approved by Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Test report from manufacturers for each lot purchased shall be submitted before use. Mandatory test of cement as required by **CPWD specifications 2019** or latest edition of specification at Delhi (till date of receipt of tender) and as per provisions of relevant BIS codes shall also be got done by the Engineer-in-charge as and when considered necessary. Supply of cement shall be taken in 50 Kg. bags bearing manufacture's name and ISI marking. Samples of cement from the lot arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by contractor does not conform to the relevant BIS codes the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so. In case the quantity of cement required for the completion of entire work is less than 20 tones, the Engineer-in-charge may allow its purchase from the local dealers. In that case the entire lot will be purchased at one time and use of the same shall be allowed only after its testing as per clause 3.1.4.1 according to IS: 4031 Part II, III, V & VI, from the lab and on its conformity to the required specifications.

18.2 The cement shall be brought at site in bulk supply of approximately 50 tones or as decided by the Engineer-in-Charge.

18.3 The contractor shall construct cement god owns at the site of work for storing the materials safe against damages from sun, rain, dampness, fire, theft etc. The godowns shall have a minimum storage capacity of 2000 bags of cement/or as per maximum requirement. Nothing extra shall be paid on this account. The cement bags shall be stacked on pucca floor consisting of two layers of dry bricks laid on well consolidated earth at a level of at least one foot above ground level. These stacks shall be in rows of 2 and 10 bags high with a minimum 0.75 m clear space all-round. The bags should be placed horizontally continuous in each line.

18.4 Each go down shall be provided with a single door with two locks. The keys of one lock shall remain with 'Junior Engineer-in-Charge of work' and that of the other lock with the authorized agent of the contractor at the site of work, so that the cement is issued from the go down according to the daily requirement with the knowledge of both the parties.

18.5 The contractor shall facilitate the inspection of the cement go down by the Engineer-in- Charge at any time.

18.6 The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor if the samples do not confirm to relevant BIS Code

18.7 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract/ CPWD manual. The theoretical consumption of cement shall be worked out as per procedure prescribed in the contract and shall be governed by conditions laid therein.

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

18.9 The day to day receipt and issue accounts of cement shall be maintained by the Junior Engineer-in-Charge and signed daily by the contractor or his authorized agent.

19. Steel

19.1 The contractor shall procure Tor / TMT steel reinforcement bars conforming to relevant BIS code from the manufacturers as approved by the Ministry of Steel. The contractor shall have to obtain and furnish manufacturers test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his cost with in a week's time from written orders from the Engineer-in-charge to do so.

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

19.3 In case the requirement of the steel is less than 10 tones, the Engineer-in-charge may allow its purchase from the local market but the same shall be allowed for use after its testing from the lab and its conformity to the required specifications.

19.4 The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking. Nothing extra shall be paid on this account.

19.5 For checking nominal mass, tensile strength, bend test, re-bend test, etc., specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below and as per CPWD specifications with up to date correction slips. Engineer-in-charge may get chemical properties also checked from labs of repute.

Size of bar	For consignment below 100 Tones	For consignment over 100 tones.
Under 10 mm dia.	One sample for each 25 tones or part thereof	One sample for each 40 tones or part thereof
10 mm to 16 mm dia.	One sample for each 35 tones or part thereof	One sample for each 45 tones or part thereof
Over 16 mm dia	One sample for each 45 tones or part thereof	One sample for each 50 tones or part thereof

19.6 The contractor shall supply free of charge the steel required for testing. The cost of test shall be borne by the contractor if the steel does not conform to relevant BIS Code. Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

19.7 The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge

19.8 In case contractor is permitted to use TMT reinforcement bars procured from secondary producers then

- (a) The base price of TMT reinforcement bars as stipulated under schedule 'F' shall be reduced by Rs.....*...../- per MT.
- (b) The rate of providing & laying TMT reinforcement bars as quoted by the contractor in the tender shall also be reduced by Rs....*..... (Rs.....*.....) per Kg. (The rate of reduction shall be same as above converted to per Kg. plus contractor's profit and overheads as applicable) (currently 15%)

19.9 Reinforcement steel shall be of following grade with respect to dia meter.

- (i) 6mm dia mild steel as per IS: 432 (part-I)
- (ii) 8 and 10mm dia TMT shall be Fe-415 or Fe 500
- (iii) 12mm and above dia shall be Fe-415 or Fe 500.

20. Permissible variation in cement & steel

20.1 After completion of the work, the theoretical quantity of cement to be used in work shall be calculated on the basis of statement showing quantity of cement to be used in different items of works as provided in CPWD Delhi Schedule of Rates. In case any item is executed for which the standard constants for the consumption of cement are not available in the above mentioned statement or cannot be derived from this statement the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge. Over this theoretical quantity of cement, shall be allowed a variation up to 3% plus/minus for works estimated cost of which as put to tender is not more than Rs.5 lac and up to 2% plus/minus for works, the estimated cost of which put to tender is more than Rs.5 lac. In the event of it being discovered that the quantity of cement used is less than the quantity required (allowing variation on the minus side as stipulated above), the portion of work executed will be rejected and the same shall be demolished and reconstructed by the contractor at his own cost. The decision of concerned Superintending Engineer, in this regard, shall be final and binding on the contractor. Cement used in excess than required shall not be payable.

20.2 No variation on theoretical/standard weight or wastage shall be payable on steel reinforcement used in the work. Payment for steel shall be made for actual quantity based on measurement and used as per structural design/drawings including authorized lap pages only.

21. Materials brought at site

Materials brought at site consisting of plant, machinery, tools, tackles, raw material etc. required for execution of work shall not be removed except for use in the work unless permission in writing is given by the Engineer-in-Charge. The contractor however, shall be responsible for loss or damage such materials and goods.

22. Bar bending schedule

It shall be the responsibility of the contractor to prepare bar bending schedule based on structural drawings for all RCC items of work.

23. Concrete

23.1 All concrete shall be mixed with mechanical mixer/Hopper type mixer except otherwise allowed by the Engineer-in-charge.

23.2 The concreting of R.C.C. work shall commence only after the form work and steel reinforcement have been inspected and approved by the Engineer-in-Charge.

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23.3 Nothing extra shall be payable nor extra quantity of cement considered on account of use of cement slurry for continuation of concrete.

24 Fixing of Puddles / Footrests etc.

If required, it shall be responsibility of the contractor that C.I./ M.S. puddle collars/foot rests/insert plates/nut bolts etc. are fixed properly/grouted in the RCC at the time of casting of walls or subsequently as the case may be without any extra cost.

25. Covering of Works

No work will be covered or put out of view without approval of the Engineer-in-Charge or his representative and the contractor shall afford full opportunity for the Engineer-in-Charge or his representative to examine and measure any work which is about to be covered up or put out of view.

26. Inconvenience to public

The contractor shall not dump/deposit materials on site which will seriously cause inconvenience to the public. The Engineer-in-Charge may require the contractor to remove any materials which are considered by him to be of danger or inconvenient to public or cause them to be removed at the contractor's cost.

27. Responsibility of damage to person or property

27.1 The contractor will be absolutely and solely responsible for any accident that may occur during the progress on the work and for injury or damage to the persons or property of any description whatsoever which may be caused by or result from the execution of the work. The contractor shall at his own expenses take all necessary and timely precautions against injury or accident to the work or any person or property and shall forth-with protect and support all such structures or properties or electric poles or the things which may be affected by the execution of the work and make good any damage so caused. In the event of the accident to any person or persons or death or injury of any descriptions to any person, structure, animal or things the contractor will be solely responsible for the same and will not indemnify DUSIB for the same.

27.2 In the event of any damage occurring to any work, life and property during the execution of work included in the contract clause due to settlement of ground slips, flooding from any sources breakage of water main/ sewer line or any other cause, the contractor will be solely responsible and must reconstruct, repair and make good all such at his own cost.

27.3 When the work is done near a place where there is risk of danger/ accident, 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 sustained during the course of the work.

27.4 If any accident occurs the contractor shall report to the DUSIB, within 24 hours of its occurrence.

28.. Insurance

28.1 The contractor shall insure his labour against risk of life for entire period of completion of work with Insurance Company and shall make all necessary payment for the same during the entire duration of execution of the work under reference. The contractor shall produce the policies of the Insurance to the Engineer-in-charge before start of the work and its subsequent renewal during the contract period.

28.2 The contractor shall abide by all rules and regulations as per Employees State Insurance Act

29. Contractor to indemnify

The contractor shall be liable for and shall also indemnify the DUSIB /DUSIB BOARD / and all its officers/employees against all liabilities, losses, claims, demands, proceedings, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the DUSIB Board harmless from any penalty whatsoever in respect of any injury or damage to any property or to personals during the execution of work or by the action of any central or state or local authority for violation by the contractor or sub-contractor engaged on the work.

30. Electricity

30.1 The contractor shall arrange on his own the electricity/power connection of required capacity for carrying out the works. The owner Executive Engineer C-02 will issue the recommendation letter to concerned Electrical Authorities for getting the Electrical power connection. In case the authorities refuse to provide or sanction electric/ power in favour of contractor, the connection shall be applied by the Engineer-in- Charge. The persuasion, the formalities, the required payments if any shall be made by the contractor. The contractor shall pay all the charges towards security installation, consumption of electricity/power till completion of the work.

30.2 The payment of final bill to the contractor shall be made by DUSIB on submission of no dues/clearance certificate from the Electric Power authority/the authority in charge of the Electric power.

30.3 The temporary electric fitting shall be provided and maintained as per the power sanctioning/maintaining authority rules and regulations by the contractor at his own cost and nothing extra shall be paid by the DUSIB.

30.4 If for any reason of the feasibility or whatsoever the authorities are not in a position to sanction the electric connection, the contractor shall make his own arrangements i.e. required numbers of generators etc. to execute the work or in case the sanction of electric connection is delayed by the authority it shall also be on to the part of the contractor to arrange electricity and no claim whatsoever shall be entertained on this account.

30.5 Contractor must ensure proper safety regards to electric wiring to prevent any kind of electric cushion for which contractor shall be solely responsible.

31. Generator Sets

The contractor shall also make necessary arrangements of his own diesel generators, operate, maintain required for the work, so that the same can be used by him during failure/no availability of electricity/power. The quoted rates shall be inclusive of the POL cost and other miscellaneous expenditure for running and maintaining including labour on the generator. It shall be the contractor's responsibility to obtain all approvals and permissions from any of the authority e.g. CPCB/DPCC required for execution of work in accordance with the statutory rules and regulations of the Government. Nothing extra shall be payable on this account.

32. Watch and ward

32.1 Adequate arrangements shall be made for lighting, deployment of chowkidars etc. to safeguard against accidents & suitable passage ways shall be provided wherever needed during the progress of the work for access to the site/ buildings.

32.2 It shall be responsibility of the contractor to watch & ward all fittings and fixtures till such time the possession of the work is handed over to Engineer-in-charge.

32.3 Wherever necessary the contractor shall at his own cost provide adequate temporary fencing to the whole or part of the site for the safety, convenience of workmen, public, livestock and for execution of works. Nothing extra shall be paid on this account unless otherwise specified in the Bill of Quantity.

33. Inspection / Checking of works

33.1 It shall be the responsibility of the contractor to attend to the defects pointed out/observation made by the senior officers during their inspections in respect of the required quality of material, mandatory test for materials, items of the works, fittings and on specifications of the works being executed.

33.1.1 The record of inspections carried out by the Chief Engineer/SE/EE and checking of the works shall be maintained at the site of work for taking necessary action by the executing agency.

33.1.2 The stages of inspections:- Checking of works, making the observations and checking of the compliance of the earlier observations during subsequent visit.

33.1.3 Sample check features

- a) To check the hindrance at site and the hindrance register
- b) To check the observations and instructions issued by the field staff on the site order book and compliance.
- c) To check the adequacy of mandatory test being carried out, maintenance of test records in the proper format.
- d) To check whether the samples are being filled by the competent officer, AE/JE and the field test are being carried out at the required frequencies.
- e) To check whether the water being used is tested and the number of test have been carried at the required frequencies
- f) To have a look (if applicable) the cubes strength, Honey combing, cover to reinforcement, adequacy of Lap length, filling of mortar in brick work, jointing of pipes, water tightness, quality of pipes, gradient, bedding under sewer line, workmanship etc.

33.2 The works as per CVC guidelines may be subjected to inspection and checking by Chief Technical Examiner, Government of India (C.T.E.) Central Vigilance Commission.

Third Party Quality Assurance/Auditing

33.3 The work is also liable to be inspected and checked by a Third Party Inspection and Monitoring agency (TPIMA) fixed by DUSIB, CSMC (Govt. of India) and GNCTD at Delhi Govt. level or by any other statutory. The work can be checked by the agencies as mentioned above simultaneously, subsequently, jointly or independently and the contractor shall be responsible for removing of all defects/deficiencies pointed out at his own cost. The findings/suggestions shall be final and binding on the contractor.

33.4 The inspection of one agency/authority/team shall not absolve the contractor of his responsibility on to the defects pointed out by the other agencies and rectification thereto. Recoveries, if any, proposed by any of the inspection agency on account of short comings in respect of quality/quantity in the work shall be recovered from the contractors payment otherwise he shall be responsible to reimburse the amount of all such recoveries which will be final and binding.

34. Deviation in quantities

The quantities of work indicated in the bill of quantity are estimated only so as to give a common basis for tendering and can vary. The contractor shall have no claim and the quoted rates shall remain unchanged on account of addition, reduction or non-execution of any item. The quantities of any items or whole work. If increased beyond 10% of quantities taken in the BOQ, necessary permission shall be taken from the Chief Engineer prior to the execution. The case shall be dealt with in accordance with delegation of powers in vogue in DUSIB. The rates are valid for all leads & lifts & nothing extra shall be payable under any circumstances.

35. Extra items

If any extra item is involved during execution of work, the contractor shall have to execute the same as per the direction of Engineer-in-Charge in terms of relevant clause of contract

36. Clearance of site

The site shall be cleared off all malba/ debris etc. after completion of work and shall ensure removal of temporary structure erected for execution of works, hutments put up by his laborer at site, if any before handing over site to the department in workable condition. No final payment for the work shall be made to the contractor till full satisfaction of the Engineer-in-Charge.

36(a) The completion certificate shall be issued by CE(DUSIB) after ensuring work is completed in all respect and there are no apparent defects.

37. Payments

37.1 The payment of the monthly running account bill for the work is normally released within a month from the date of acceptance of the bill recorded in the measurement book and the demand sent against the passed bill. No excuse for delay in completion of work/prolongation of the contract shall be entertained on account of the reason of delay in payment. The bidder therefore, must take into consideration of his/their financial capability to carry out and to continue the work without any hindrances/stoppage of work.

37.2 It shall be the contractual obligations on the part of the contractor to submit on demand with the final bill photocopies of the following documents:-

- (i) Purchase vouchers/bills for the main items of Building works/sanitary installations/ water supply installations/Electrical installation etc. as demanded by Engineer-in-charge.
- (ii) Guarantee certificates, wherever applicable;
- (iii) Manufacturer's test reports of cement, steel, MS plates, sluice valves etc.;
- (iv) Insurance policy for the labour working at site.
- (v) The contractor shall peruse with the authorities for getting the road cutting permissions, traffic diversion permission, tree cutting permission etc. required for successful completion of the works.
- (vi) The department shall issue a necessity certificate. No delay in completion of the work on a/c of delay in the permission shall be entertained.
- (vii) Copy of the inspection note/observations/compliance of the observations as mentioned under the Para 33 shall be placed on record before passing of final bill of the contractor.

37.3 The original vouchers shall be produced before the Engineer-in-Charge for verification, as and when desired by him.

38. Road maintenance and inter-utility code of conduct

The contractor shall be under contractual obligations to follow the provisions under the contract for road maintenance and inter-utility services. Under the contract as stipulated in the conditions contractor is required to provide proper G.I. sheet barricading, provide board indicating the name of work etc, to take up the work in the limited stretches, removing the surplus earth/malba so as to avoid any bottle neck to the flow of traffic and inconvenience to the public, and take all necessary precautions for the safety of the trenches, workers, prevention of damage to the property, service etc. Proper road maintenance and inter-utility code of contract to be followed by the contractor shall be subjected to the check by the Engineer-in-Charge, SDM of the area or any of the other authorities. In case of any lapse noticed necessary penalty as per details given hereunder shall be imposed on the contractor which shall be final and binding.

a)	Non installation of Boards on either ends of trenches	Rs. 500/- per day till implementation
b)	Non shoring of walls of trenches to prevent collapse of the excavated portion. (Beyond 1.5 m and where proper stepping not proved.	Rs. 1000/- per day till the shoring is fixed
c)	Digging of trenches beyond a stretch of 500 m for DJB and others while 1000m in case of telephones	Rs. 500/- per day till the damage is restored.
d)	Non barricading of trenches with the depth of more than 1.5 meter	Rs. 500/-per day till completed
e)	Excavation of trenches across and along roads during day time(8 AM to 8 PM) without permission	Rs. 500/- per day
f)	Non removal of excess earth and other stones etc. which are causing inconvenience to the road users	Rs. 1000/- per day till completed.
g)	Non consolidating the earth while back filling into the trenches to the required level	Rs. 500/- per day till completed.
h)	Non-submission of prescribed forms for re-instatement of trenches	Rs. 500/- per day
i)	Road cutting without permission	Rs. 1250/- per day
j)	Non-stacking of materials pipe etc. in an orderly manner during execution causing inconvenience to the road users.	Rs. 1000/- .
k)	Failure to observe provisions of Para 5.4.3 of the code.	Rs. 250/- till completed

39. Safety Measures-

39.1 i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from firm base except for short duration. 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 foot holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ th horizontal and 1 vertical).

ii) Scaffolding of staging more than 3.66 m (12 feet) above the ground or floor, swung or suspended from an over head support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3 feet) high above the floor or platform or 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.

iii) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform for the gangway or the stairway is more than

3.66 (12') above ground level or floor level, they should be closely bonded, should have adequate width and should be suitably fastened as described in (ii) above.

iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing, when minimum height shall be 90 cm (3 feet).

v) Safe means access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 M (30 feet) in length while the width between side rails in rungs ladder shall in no case be less than 29 cm. 11.5 cm for ladder up to and including 3 M (10 feet) in length. For longer ladders, this width should be increased at least ¼" for each additional 30 cm (1 foot) of length. Uniform step spacing shall not exceed 30 cm (1 foot). Adequate precaution shall be taken to prevent danger from electrical equipment.

39.2 No material on any of the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and lights to protect the public from accident, shall be bound to bear the expenses of defence of every suit action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of proceedings to any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

39.3 i) Excavation and trenching : All trenches 1.2 m (4 feet) or more in depth shall at all times be supplied with at least one ladder for each 30 m (100 feet) in length or fraction thereof, ladder shall be extended from bottom of the trench to at least 900 mm (3 feet) above the surface of the ground. The side of the trenches which are 1.5 m (5 feet) 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 to collapse.

ii) The excavated materials shall not be placed within 1.5 m (5 feet) of the edges of the trenches or half of the depth of the trenches whichever is more. Cutting shall be done from top of bottom. Under no circumstances undermining or under cutting shall be done.

39.4 Demolition: Before any demolition work is commenced and also during the process of the work:

(a) All roads and open areas adjacent to the works site shall either be close or be suitably protected.

(b) No electric cable or apparatus which is liable to be a source of the danger or a cable or apparatus used by the operator shall remain electrically charged.

(c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floors, roofs or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

39.5 All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the persons 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.

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

b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.

c) Those engaged in welding works shall be provided with welder's protective eye shields.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manhole so opened shall be cordoned off with suitable railing and provided warning signals or boards to prevent accident to the public. Contractor will also ensure that manhole cover is properly closed after completion of the work.

39.6 The contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead, if men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

- a) 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.
- b) Measures shall be taken, whenever required in order to prevent danger arising out from the application of paint in form of spray.
- c) Measures shall be taken, wherever practicable, to prevent danger arising out from dust caused by dry rubbing down and scrapping.
- d) Adequate facilities shall be provided to enable working painter to wash during and on cessation of work.
- e) Over cloth shall be worn by working painters during the whole or working period.
- f) Suitable arrangement shall be made to prevent clothing put off during working hours being soiled by painting materials.

39.7 (a) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of DUSIB.

b) DUSIB may require, when necessary medical examination of workers. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

39.8 Use of hoisting machines including their attachments anchorage and supports shall confirm the following standards or conditions:

- a) There shall be good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept in good working order.
- b) Every rope used in hoisting or lowering materials or as a mean of suspension shall be of durable quality and adequate strength, and free from patent defects.
- c) Every crane driver hoisting appliance, operator shall be properly qualified and no person under the age of 21 should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- d) In case of every hoisting machine and 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 hoisting machine having a variable safe working load each safe working load and the conditions 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.
- e) In case of departmental machine, the safe working load shall be noticed by the Electrical Engineer-in-Charge. As regards contractor's machines the contractor shall notify the safe working load of the machine to the Engineer-in-Charge. However if he brings any machinery to site of work, he shall get it's Safe Working Load, verified by the Electrical Engineer concerned.
- f) 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 risk of any part of suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear rings, watches and carry keys or other materials which are good conductors of electricity.

39.9 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 place of work.

39.10 These safety provisions should be brought to the notice of all concerned by displaying on the notice board at a prominent place of work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

39.11 To ensure effective enforcement of the rules and regulation relating to safety precautions the arrangements made by the contractor shall be open to inspection by the labour officer, Engineer-in-Charge of the department or their representative.

39.12 Notwithstanding the above clauses. There is nothing to exempt the contractor from the operations of any other act or rule in force in the Republic of India

40. Supply of water

1) "Wherever Departmental water is made available to the Contractor for construction and drinking purpose recovery @ 1% of the gross amount of all civil works done shall be made. The ferrule connection with the Main and the Pipe line up to the site and adequate storage shall be provided by the Contractor at his own cost.

2) In case the Department is not able to make available Drinking water due to non-availability, shortage of water or any other reasons, the contractor will have to make his own arrangement of water as per standard by sinking tube well etc. at the site of work for construction and drinking purposes. Water to be used for construction purposes shall strictly conform to IS 456-2000/with updated versions. Water samples have to be got-tested from approved laboratory before the start of the work.

3) Water required for Hydraulic testing shall be arranged by the contractor.

4) In case the contractor makes his own arrangement for construction and drinking purposes the quality of water shall confirm to relevant BIS specifications as per details of tests given in IS:3025 and as described in relevant CPWD specifications. The water will be tested before commencement of work and thereafter once in every 3 months till the completion of the work. Quality of water after rainy season must also be got checked/tested.

5) In case the deptt. water is not available as well as ground water at the site of work is not found fit the contractor may arrange the water from his other source. The water of the said source shall be got tested from the approved laboratory at his own cost and may be allowed to be used only when found suitable for use. Necessary arrangements for carrying the water by tankers and its storage at the site of work shall be made by the contractor at his own cost. Any statutory requirements of registration/permissions for boring/installation of tube-wells either at the site of work or elsewhere shall be taken by the contractor at his own cost and nothing shall be payable.

41. Wherever there is any clash among the certain clauses of the conditions of contract, general conditions, special conditions and general notes/ rules and directions for the guidance of the contractor, etc. the most stringent will govern for which the decision of the Engineer-in-Charge shall be final & binding.

42. The words importing the singular only also include plural and vice-versa where the context requires in all the tender document.

**SPECIAL CONDITION TO COMPLY DIRECTIVE OF NATIONAL GREEN TRIBUNAL
(Reference : No. DG/SE/CM/CON/MISC./02 New Addition)**

43. The contractor shall not store/dump construction material or debris on metalled road.
44. The contractor shall get prior approval form 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.
45. 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.
46. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
47. The contractor shall provide mask to every worker working on the construction site an involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
48. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
49. 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.
50. The contractor shall compulsory use of wet jet grinding and stone cutting.
51. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
52. The contractor shall carry out on-Road-Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
53. The contractor shall ensure that DG sets comply emission norms notified by MoEF.
54. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
55. The contractor shall ensure that 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.
56. 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.

Condition 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.

General Rules & Directions

1 - All Work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in electronic mode as / Electronic mode the case may be and on the following Delhi Govt e-procurement system:

(<https://govtprocurement.delhi.gov.in>) maintained by **nic**

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 and on the following MCD tendering Portals:

(<https://govtprocurement.delhi.gov.in>) maintained by **nic**.

2 - In the event of the tender being submitted by a firm, it must be signed separately by each partner there of 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, 1932.

3 - Receipts for the payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one 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. Any person who submits online a tender in the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer. Written on the envelopes. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise considering more than fifty paise as rupee one. E-tendering procedure shall prevail.

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, EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), EE(P) of the circle & 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 cases of revised offer of the lowest contractors 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 re-tendering process of the work.

Application for Percentage Rate Tender only (CPWD -7) (e-tendering procedure shall prevail).

4A. In case of Percentage Rate Tenders, contractor shall online fill up the usual Printed form, stating at what Percentage below/above(in figure as well 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

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

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

4B: In case the lowest tendered amount (estimated cost +/- amount worked on 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, EE(s) in-charge of major & minor component(s) (also DDH case Horticulture work is also included in the tender), EE(P) or EE(HQ) of the circle & the lowest contractors those have quoted equal amount of their tenders.

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

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

5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the all tenderers in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest. E-tendering procedure shall prevail.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorised cashier. E-tendering procedure shall prevail.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue – rates, shall be filled and completed in the office to the officer inviting tender before the tender form is uploaded. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender. E-tendering procedure shall prevail.

9. The tenders shall sign a declaration under the Officials Secret Act, 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them. E-tendering procedure shall prevail.

Applicable for Item Rate Tender only

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

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

Applicable for Percentage Rate Tender only (CPWD-7)

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

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

Applicable for Item Rate Tender only (CPWD-8)

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

Applicable for Percentage Rate Tender only (CPWD-7)

12A. In Percentage Rate Tender, the tenderer shall quote percentage below / above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such as way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word P after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.

13. (i) The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount with in the period specified in Schedule F. This guarantee shall be in the form of NEFT/RTGS/ demand draft in the account of EE C-02.

(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 value 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 Government Securities. Fixed Deposit receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer – in – Charge shall be communicated in writing to the Engineer – in – Charge.

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

16. The contractor shall give a list of both gazetted and non- gazetted DUSIB employees related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has / have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. the tenderer apart from being a registered contractor (B&R) of appropriate class, must

associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

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

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

20. The contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be breach of the contract and the Superintending Engineer / Executive Engineer may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT

Definitions:

1. The **'Contract'** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the DUSIB and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer – in – Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

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

ii. The **'Site'** shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

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

iv. The **'DUSIB'** means the Delhi Urban Shelter Improvement Board and its successors. C.E.O means Chief Executive Officer (DUSIB).

v. The **'Engineer – in – Charge'** means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the DUSIB as mentioned in Schedule 'F' hereunder.

vi. **‘Accepting Authority’** shall mean the authority mentioned in Schedule ‘F’. (DUSIB BOARD)

vii. **‘Excepted Risk’** are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use of occupation by DUSIB of the part of the works in respect of which a certificate of completion has been issued or cause solely due to DUSIB’s faulty design of works.

viii. **‘Market Rate’** shall be the rate as decided by the Engineer – in – Charge on the basis of the cost of material and labour at the site where the work is to be executed plus the percentage mentioned in Schedule ‘F’ to cover, all overheads and profits.

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

ix. **‘Schedule(s)’** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Delhi Government mentioned in Schedule ‘F’ hereunder, with the amendments thereto issued upto the date of receipt of the tender.

x. **‘Department’** means DUSIB or any department of DUSIB which invites tenders on behalf of DUSIB as specified in Schedule ‘F’

xi. **‘Tendered value’** means the value of the entire work as stipulated in the letter of award.

xii **‘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.

xiii, “GST shall mean Goods and Service Tax- Central, state and Inter State.

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal Notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as many be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule –A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and 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 and drawing and figured dimension scale any special condition in preference to General Conditions.

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

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

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

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

Signing Of Contract may be read in conjunction with Clause 2 A contained in the bid documents.

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 DUSIB. Form as mentioned in Schedule 'F' consisting of :
 - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
 - (b) Safety Code & Safety measures
 - (c) Model Rule for the protection of health, sanitary arrangements for workers employed by M.C.D/DUSIB. or its contractors.
 - (d) CPWD / PWD (Delhi Administration) /Contractor's Labour Regulations
 - (e) List of acts and omissions for which fines can be imposed.
- iii) No payments for the 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 of 5%(five percent) of the tendered and accepted value of the work 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 of as specified in **Schedule-F** on written request of the contractor stating the reason for delays in procuring the Performance Guarantee to the satisfaction of the Engineer in charge. This guarantee shall be in the form of demand draft/ NEFT/RTGS in the account of EE C-02. A letter of acceptance shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the letter for the commencement of work shall be issued only after the performance guarantee in any of the prescribed form is received. The date of start of work shall be fixed reckoning it after 15 days from the date of issue of letter of commencement.

(ii) The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged the contractor shall get the validity of performance guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the Competent Authority, the performance guarantee shall be returned to the contractor, without any interest. However in case of contract 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 not make a claim under the performance guarantee except for amounts to which DUSIB entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:

- a. Failure by the contractor to extend the validity of the performance guarantee as described herein above in which event the Engineer in charge may claim the full amount of the performance guarantee.
- b. Failure by the contractor to pay DUSIB 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 DUSIB.

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

This provisional completion certificate shall be recorded by the concerned Engineer in charge with the approval of Project Manager / Chief Project Manager / Superintending Engineer /CE (DUSIB) . After recording of the provisional Completion Certificate for the work by the competent authority, the 80% of performance guarantee shall be returned to the contractor, without any interest.

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

CLAUSE 1A - Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit DUSIB 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 deduced with amount to security deposit of 2.5% of the tender value of the work.

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 DUSIB 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 FDR tendered by the state bank of India or by scheduled banks or Govt. securities (if deposited for more than 12 months) endorsed in favour of the Engineer in charge any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

CLAUSE 2

Compensation for Delay

If the contractor fails to maintain the required progress in terms of Clause 5 or to complete the work and clear the site on or before the contract or **justified** extended date of completion **asper clause 5 (excluding any extension under Clause5.5) 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 DUSIB on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Authority specified in schedule “F” may decide on the amount of **Tendered Value** of the work for every completed day / month (as **determined**) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

(i) Compensation for delay of work @ **1.0% per month** of delay to be computed on per day basis on tendered value.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed **10%** of the **Tendered Value** of work or of the **Tendered Value** of the **Sectional part** of work **as mentioned in Schedule ‘F’** for which a separate period of completion is originally given.

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

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated /justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

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

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

CLAUSE 3: When Contract Can Be Terminated

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 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 DUSIB 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 DUSIB.
- vi) If the contractor shall enter into a contract with DUSIB 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 DUSIB 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 a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

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

a) To determine or rescind the contract as aforesaid **so for as performance of the work by the Contractor is concerned** (of which determination or rescission notice in writing to the contractor under the hand of Engineer-In- Charge shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit, Security Deposit already recovered and performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the DUSIB.

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 terminated or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

"In the event of above course(s) 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 material~ or entered into any engagements or made any advance on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A- In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is more, either party may close the contract **by giving notice to the other party stating the reasons**. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits

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

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 bidding 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 or 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 Extension for Delay

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

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

(a) **Schedule of handing over of site as specified in Schedule ‘F’**

(b) **Schedule of issue of designs as specified in the Schedule ‘F’**

(i) the Contractor shall submit a Time and Progress Chart for each mile stone. **The Engineer-in-Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by the contractor without causing any delay in execution of work. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule ‘F’.**

(ii) **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.**

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

(iv) The contractor shall submit the **Time and Progress Chart** and progress report using **mutually agreed software or in other format decided by Engineer-in-Charge** for the work done during previous month to the Engineer-in-Charge on or before 5th day of each month failing which a recovery Rs.2500/- (for works costing up to Rs.20crores) / Rs.5000/- (for works costing more than Rs.20 crores) shall be made on per **week or part** basis in case of delay in submission of 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) Non-availability of stores, which are the responsibility of DUSIB to supply or vii) Non-availability or break down of tools and Plant to be supplied or supplied by DUSIB. Or viii) Any other cause **like above** which, in the **reasoned opinion** of the Engineer-in-charge is beyond the contractors control then upon the happening of any such event causing delay, the Contractor shall Immediately give notice thereof in writing **to the Engineer-in-Charge for entry in the hindrance register (physical or web-based as prescribed in Schedule F)** but shall nevertheless use constantly his best 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 by any reasons, in the opinion of the contractor, by the Department or for someone for whose action the Department is responsible, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.

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

5.4 Request for rescheduling of Milestones **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 form **i.e. Form of application by the contractor for seeking rescheduling of milestones (Appendix-XVI) or Form of application by the contractor for seeking extension of time (Appendix-XVII) respectively** to the authority as indicated in Schedule F. The Contractor shall indicate in such a request **the period by which rescheduling of milestone/s or extension of time** is desired.

With every request for rescheduling of milestones, or if 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 milestones. Such extension or rescheduling of mile stone **shall** be communicated to the Contractor by the authority as indicated in Schedule F in writing, within **30 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.

CLAUSE 6- Measurements of Work Done

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

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

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

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

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

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

The contractor shall give not less than seven day notice to the Engineer – in – Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of Engineer – in – Charge or his 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 material with which the same was executed.

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

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

CLAUSE 6A – Computerized Measurement Book:

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

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

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

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

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

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

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

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

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

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

CLAUSE 7- Payment on Intermediate Certificate to be regarded as Advances

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

In the case of works outside the head quarter of the Engineer-in-charge the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ **10%** per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.

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

conclude, determine or affect in any way powers of the Engineer-in-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

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

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

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

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

CLAUSE 7A

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

CLAUSE 8 -Completion Certificate and Completion Plans

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

on or before the date fixed for the completion of work, the Engineer – in - Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such direct as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A -Contractor to Keep Site Clean

When the annual repairs and maintenance of works are carried out the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer – in – Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer – in – Charge shall give 10 day notice in writing to the contractor.

CLAUSE 8B - Completion Plans to be submitted by the Contractor

The contractor shall submit completion plan as required vide general specifications for electrical works (Part-I-Internal) 2005 and (Part-II external) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of **0.1% of Tendered Value or limit prescribed in Schedule F whichever is more** as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.

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

CLAUSE 9 - Payment of Final Bill

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

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

In case of delay in payment of final bills after prescribed time limit, a simple interest @ **10%** per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor 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, cooperative 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 DUSIB or his signature on the bill or other claim preferred against DUSIB before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, cooperative or thrift societies or recognized financial institutions. While the receipt given by such bank; registered financial, cooperative 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, cooperative or thrift societies of recognized financial institutions any rights or equities vis-à-vis CEO-DUSIB.

CLAUSE 10 - Materials Supplied By DUSIB

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

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

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site in original good condition.

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

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting, assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or CPWA Code) all stores/materials so supplied to the contractor or procured with the assistance of the DUSIB shall remain the absolute property of DUSIB the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the

work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/ materials.

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

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

CLAUSE 10A -Material to be provided by the Contractor

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

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

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the sample until the required tests or analysis have been made and materials finally accepted by the Engineer – in – Charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be 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 place where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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

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

CLAUSE 10B (i) Secured Advance on Non Perishable Materials

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

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

(ii) Mobilization Advance

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

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

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

(iii) Plant, Machinery and Shuttering Material Advance

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

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

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

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

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

(iv) Interest and Recovery

The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor’s bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

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

CLAUSE 10 C - Payment On Account Of Increase In Prices / Wages Due to Statutory Order(s)

If after submission of the tender, if the price of any material incorporated in the work (excluding the materials covered under clause 10CA and not being a material supplied from the Engineer-in-Charge's store in accordance with clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any **variation** of rate in **GST applicable on such material(s) being considered under this clause**) beyond the prices/ wages prevailing at the time of the last stipulated date of receipt of the tenders including extensions, if any, for the work during contract period including the justified period extended under the provision 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 10 CA and (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rates in sales tax/ VAT/, Central / State Excise/ Custom Duty). DUSIB shall in respect of materials incorporated in the works (excluding the material covered under Clause 10CA and not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause-10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the 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 the period under consideration shall **not exceed** the percentage as specified in schedule F, of the value of work done during that period and the increase / decrease in labour shall be considered on the minimum daily wages in Rupees of any un-skilled 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 values of secured Advance.

CLAUSE 10CA: Payment due to variation in prices of materials after receipt of tender

~~If after submission of the tender, the price of materials specified in Schedule F increases/ decreases beyond the base price(s) as indicated in Schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2.~~

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

~~The increase/decrease in price of cement, steel reinforcement structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, Steel reinforcement structural steel and POL shall be as issued under the authority of~~

Director General CPWD applicable for Delhi and NCR and base price of other materials issued in and as indicated Schedule 'F.' In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule "F" shall be followed.

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

Adjustment for component of individual material

$$V = P \times Q \times \frac{CI - C_{10}}{C_{10}}$$

Where,

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

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

For projects and original works

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

For maintenance works

Q = Quantity of material brought at site for bonafide use in the works since previous bill including any such quantity consumed in the deviated quantity of item beyond deviation limit paid at agreement rate and extra/substituted item being scheduled items, but excluding none schedule extra/substituted item paid/ to be paid at market rate under clause 12.2

C₁₀ = Price index for cement, steel reinforcement bars structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.

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

Note : i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorated basis only as cost of extra work X stipulated period/tendered cost) shall be considered. Provided always that provisions of the preceding clause 10 C shall not be applicable in respect of materials covered in this clause.

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

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

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

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

~~CLAUSE 10CC : Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10 CA) after receipt of Tender for works.~~

~~If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that 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 upto this quarter : | (A) |
| b) Gross value of work done upto the the last quarter : | (B) |
| c) Gross value of work done since previous quarter (A - B): | (C) |
| d) Full assessed value of Secured Advance (excluding materials covered under Clauses 10 CA) fresh paid in this quarter: | (D) |
| e) Full assessed value of Secured Advance (excluding materials covered under clauses 10 CA) recovered in this quarter: | (E) |
| f) Full assessed value of Secured Advance for which escalation is payable in this quarter (D - E) | (F) |
| g) Advance Payment made during this quarter : | (G) |
| h) Advance payment recovered during this quarter : | (H) |
| i) Advance payment for which escalation is payable in this quarter (G - H) | (I) |
| j) Extra items/deviated quantities of items paid as per Clause 12 based on prevailing market rates during this quarter : | (J) |
| Then, $M = C + F + I - J$ | |
| $N = 0.85 M$ | |
| k) Less cost of material supplied by the department as per Clause 10 and recovered during the quarter | (K) |
| L) Less cost of services rendered at fixed charges as per Clause 34 and Recovered during the quarter | (L) |

~~Cost of work for which escalation is applicable :~~

~~$W = N - (K + L)$~~

~~iii) Components for materials (except cement, reinforcement bars, structural steel POL or other materials covered under clause 10 CA) labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer in charge in working out such percentage shall be binding on the contractors.~~

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

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

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

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

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

~~X_m = Component of 'materials' (except cement, structural steel, reinforcement bars, POL and other materials covered under clause 10 CA) 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 amount shall be considered).~~

~~M_{Io} = 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 bill paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the measurement books by the assistant engineer/date of submission of bill finally by the contractor to the department in case of computerize measurement books shall be the guiding factor to decide the bill relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.~~

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

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

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

- ~~V_L —:Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.~~
- ~~W —:Value of work done, worked out as indicated in sub para (ii) above.~~
- ~~Y —:Component of labour expressed as a percentage of the total value of the work.~~
- ~~LI —:Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work X stipulated period/tendered cost).~~
- ~~Llo —:Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.~~
- ~~(vii) —The following principles will be followed while working out the compensation as per sub-Para (vi) above.~~
- ~~(a) The minimum wage of an unskilled male mazdoor mentioned in sub para (vi) above shall be the higher of the wage notified by Govt. of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.~~
- ~~(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters :~~
- ~~(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.~~
- ~~(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be 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 10 CC shall mutatis mutandis apply, provided that :~~
- ~~(a) — No such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'~~
- ~~(b) — The Engineer in Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub clause shall be implemented from time to time and the decision of the Engineer in Charge in this behalf shall be final and binding on the contractor.~~
- ~~(ix) — Provided always that :-~~
- ~~(a) — Where provisions of clause 10 CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.~~
- ~~(b) — Where provisions of clause 10CC are not applicable, provisions of clause 10 C and 10 CA will become applicable.~~
- ~~**Note:** Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10C, 10CA & 10CC.~~
- ~~The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, 10CA & 10CC.~~

CLAUSE 10D -Dismantled Material D.U.S.I.B. Property

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

CLAUSE 11- Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

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

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

CLAUSE 12 Deviations / Variation Extent And Pricing

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

Any deviation in the completion cost of any agreement for maintenance works including works of upgradation , aesthetic , special repair , addition/alteration shall be as per the financial powers delegated to the DUSIB officers.

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

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

12.2 DEVIATIONS (Extra Items and Pricing)

A For project and original works:

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

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

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

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

DEVIATIONS (Substituted Items, Pricing)

A. For project and original works.

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

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

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

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

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

DEVIATIONS (Deviated Quantities, Pricing)

A. For project and original works:

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within **prescribed time limit** of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

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

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

The prescribed time limit for finalising rates for Extra items, Substitute items and Deviated Quantities of contract items is **within 30 days after submission of proposal by the contractor without observation of the Engineer-in- Charge.**

12.3 A For project and original works:

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

B. For maintenance works, including works of up gradation, aesthetic, special repair, addition/alteration: In case of decrease in the rates prevailing in the mkt. of items for the work in excess of the limit laid down in schedule F, the Engineer In charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates

12.4 The contractor shall send to the Engineer-in-Charge once every three months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits

12.5 For the purpose of operation of schedule F following works shall be treated as: works relating to foundation unless and otherwise defined in the contract:

- i) For buildings: All works up to 1.2 mtrs above ground level or upto floor one level whichever is lower.
- ii) For abutments, piers, well staining: All works up to 1.2 mtrs. Above the bed level.
- iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures: All works up to 1.2 mtrs. above the ground level.

- iv) For reservoirs/ tanks (other than overhead reservoirs/tanks) : All works up to 1.2 mtrs. Above the ground level
- v) For basement : All works up to 1.2 mtrs. Above the ground level or up to floor 1 level whichever is lower.
- vi) For Roads, all items of excavation and filling including treatment of sub base.

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

CLAUSE 13 -Foreclosure of Contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender, **or during the progress of the 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) DUSIB 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, DUSIB 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 taken over by DUSIB cost of such materials as detailed by Engineer – in – Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to material whilst in the custody of the contractor.
- (iii) If any materials supplied by DUSIB are rendered surplus, the same except normal wastage shall be returned by the contractor to DUSIB at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In additional, cost of transporting such materials from site to DUSIB stores if so required by DUSIB shall be paid.
- (iv) Reasonable compensation for transfer of T&P from site to contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.
- (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

The reasonable amount of items on (I), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e., total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the DUSIB 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 balance due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the department from the contractor under the terms of the contract

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 condition, in the same manner and at the rate for balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-charge may return the previous Performance Guarantee.

CLAUSE 14 Carrying out Part work at risk and cost of Contractor:

If contractor:

- i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
 - ii) Commits default to 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 even after a notice in writing is given to him in that behalf by the Engineer-in- Charge; or
- Fails to complete the works 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 a notice given in writing in that behalf by the Engineer-in-Charge.

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

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

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Govt. 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 the work done in all respect in the same manner at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of the 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 the 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 all 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 DUSIB in completing the part work / part incomplete work of any item(S) or the excess loss of damages suffered or may be suffered by DUSIB as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to DUSIB in law or per as agreement be recovered form 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 of any part thereof for such time and in such manner as the Engineer – in – Charge may consider necessary so as not to cause and damage or injury to the work already done or endanger the safety thereof for any to the following reasons:

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

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

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

a) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part

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

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

CLAUSE 15 A Compensation in case of Delay of Supply of Material by Govt.

The contractor shall not be entitled to claim any compensation from DUSIB for the loss suffered by him on account of delay by DUSIB in the supply of materials in schedule-B where such delay is

covered by difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the DUSIB.

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

CLAUSE 16 -Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer – in – Charge, his authorized subordinates in charge of the work and all the superior officers, officers of the Quality Assurance Unit of the Department or any organization engaged by the department or 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. Order given to the Contractor’s agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer – in – Charge or his authorised subordinates in charge of the work or to the Chief Engineer – in – Charge of Quality Assurance or his subordinate officers or the officer 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 Lacs & 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 remove and re-executed at the risk and cost of the contractor. Decision of the Engineer – in – Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17 Contractor Liable for Damages, Defects during 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 service, 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 which ever is earlier.

CLAUSE 18- Contractor to supply Tools & Plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer – in – Charge’s stores,) machinery tools and plant 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 specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer – in – Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer – in – Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18A -Recovery of Compensation paid to Workman

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

CLAUSE 18B -Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtues of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Control Labour (Resolution and Abolition) Central Rules, 1971, DUSIB. is obliged to pay any amounts of wages to workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the CPWD / PWD (Delhi Administration) / DUSIB Contractor’s Labour Regulations, or under the Rules framed by DUSIB / Delhi Govt. from time to time for the protection of health and sanitary arrangements for workers employed by CPWD / PWD / DUSIB. Contractors, DUSIB. 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 DUSIB. under Sub – section (2) of Section 20, and Sub – section (4) of Section 21, of the

Contract Labour (Regulation and Abolition) Act, 1970, DUSIB shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit it or from any sum due by DUSIB. to the contractor whether under this contract or otherwise DUSIB. 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 DUSIB. full security for all costs for which DUSIB. might become liable in contesting such claim.

CLAUSE 19 -Labour Laws to be complied by the Contractor

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

The contractor shall also comply with the provisions of 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 fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non – execution of the work.

CLAUSE 19A –

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

CLAUSE 19B -Payment of Wages

Payment of Wages:

(i) The contractor shall pay to labour employed by him either directly or through sub – contractors, wages not less than fair wages as defined in the CPWD / PWD (Delhi Administration) / DUSIB Contractor’s Labour Regulations or as per provisions of the Contractor Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulations and Abolition) Central Rules, 1971, wherever applicable.

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

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

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

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contract or is bound to allow to the labours directly or indirectly employed in the works one day rest for 6days continuous work and pay wages at the same rate as for duty. In the event of default the Engineer – in – Charge shall have the right to deduct the sum or sums not paid no account of wages for weekly holidays to any

labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer – in – Charge concerned.

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

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

(vi) The contractor shall indemnify and keep indemnified DUSIB against payments to be made under and for the observance of the laws aforesaid and the Delhi Govt. 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./DUSIB /PWD Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Engineer – in– Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19D

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

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

Failing which the contractor shall be liable to pay to DUSIB a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

CLAUSE 19E

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

CLAUSE 19F

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

1. Leave:

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

(ii) In the case of miscarriage – up to 3 weeks from the date of miscarriage.

2. Pay:

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

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

3. Conditions for the grant of Maternity Leave:

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

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

CLAUSE 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Delhi Govt. Contractor Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the DUSIB a sum not exceeding Rs. 200/- for every default, breach or furnishing, making submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender, the decision of the Engineer – in – Charge shall be final and binding on the parties.

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

approved standards within the period specified in the notice, the Engineer – in – Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

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

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

(b) The contractor(s) shall in addition construct suitable cooking places having minimum area of 1.80m x 1.50m (6' x 5') adjacent to the hut for each family.

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

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

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

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

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

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

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

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

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

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

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

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

CLAUSES 19I

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

CLAUSE 19J

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

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

CLAUSE 19K- Employment of Skilled / Semi skilled workers

The contractor shall, at all stage of work, deploy skilled/semiskilled tradesmen who are qualified and possess certificate in particular trade from CPWD/ Delhi Govt. 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 40% of total skilled / semiskilled 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 recognize Institute to Engineer in charger for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day . Decision of Engineer in charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

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

CLAUSE 19 L Contribution of EPF and ESI

(i). The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis .The applicable and eligible amount of EPF and 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 thereunder and other labour laws affecting contract labour that may be brought into force time to time.

CLAUSE 21- Work not to be sublet. Action in case of insolvency

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

CLAUSE 23 -Changes in firm's Constitution to be intimated

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

CLAUSE 24

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

CLAUSE 25- Settlement of Disputes & Arbitration

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

(i) If either party considers any work demanded of or denied to it to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer – in – Charge **or if the engineer-in-Charge considers any act or decision of the contractor on** any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, **such party** shall promptly within 15days **of the arising of the disputes** request the **Chief Engineer or where there is no Chief engineer, the Member Engineer (CE/ME) who shall refer the disputes to** Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response,

and, give its decision within a period of 60 days **extendable by 30 days by consent of both the parties** from the receipt of **reference from CE/ME**. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F' .Provided that no party shall be represented before the Dispute Redressal Committee (DRC) by an advocate/ legal counsel etc. If .the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) **or expiry of time limit given above**, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to **the Chief Engineer, DUSIB, in charge of the work or if there be no Chief Engineer, the Member Engineer of the DUSIB or if there be no Member Engineer, the Chief Executive Officer, DUSIB (CE/ME/CE)** for appointment of arbitrator on prescribed proforma as per Appendix XV, **under intimation to the other party.**

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims / disputes prior to invoking arbitration.

The CE/ME/CEO shall in such case appoint the sole arbitrator or one of the three arbitrators, as the case may be within 30 days of the receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-Charge to CE/ME/CEO for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

- a. A party fails to appoint the second Arbitrator, or
- b. The two appointed Arbitrators fails to appoint the Presiding Arbitrator, then The Chief Executive Officer, DUSIB shall appoint the second or Presiding Arbitrator as the case may be.

(ii) Disputes or difference shall be referred for adjudication through arbitration by a **Tribunal having sole arbitrator where Tendered amount is Rs.100 Crores or less. Where Tendered Value is more than Rs.100 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall be applicable.**

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the **decision of the DRC**.

It is also a term of this contract that **any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.**

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation ACT, 1996 (26 of 1996) as amended in 2015.

Subjected to provision in the Arbitration and Conciliation Act,1996 (26 of 1996) as amended in whereby the counter claims if any can be directly files before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicated on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.

It is also a term of contract that if any fees are payable to the arbitrator these shall be paid as **per the Act.**

The place of arbitration shall be mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration. The venue

of the arbitration shall be such place as may be fixed by the **Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.**

CLAUSE 26 Contractor to indemnify DUSIB against Patent Rights

The contractor shall fully indemnify and keep indemnified the DUSIB against any action, claim of 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 DUSIB. 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 DUSIB. if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer – in – Charge in this behalf.

CLAUSE 27 -Lump sum Provisions in Tender

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

CLAUSE 28 -Action where no specifications are specified.

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

CLAUSE 29- With holding and lien in respect of sums due from contractor

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer – in – Charge or the DUSIB 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 DUSIB 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 adjudications of any such claim, in the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer – in – Charge or DUSIB 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 DUSIB or any contracting person through the Engineer – in – Charge pending finalization or adjudication or any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer – in – Charge will be kept withheld or retained as such by the Engineer – in – Charge or DUSIB till the claim arising out the of or under the contract is determined by the arbitrator (if the contract is governed by the arbitrations clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above

and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer – in – Charge or the DUSIB 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) DUSIB shall have the right to cause and 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 DUSIB 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 DUSIB to the contractor, without any interest thereon whatsoever.

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

CLAUSE 30 – Deleted (Not applicable)

CLAUSE 31- Unfiltered water supply

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

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

CLAUSE 31A -Department water supply, if available

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

- (i) The water charges @ 1% shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his / their own arrangement of water connection and laying of pipelines from existing main of source of supply.

(iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his / their own cost in the event of any temporary break down in the DJB water main so that the progress of his / their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLUASE 32 -Alternate water arrangements

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

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

CLUASE 33 -Return of surplus materials

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

CLUASE 34 -Hire of Plant & Machinery

(i) The contractor shall arrange at his own expense all tools, plant machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule ‘C’ and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the DUSIB over and above the T&P stipulated for issue, the DUSIB will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer – in – Charge. In such a case all the conditions here under for issue of T&P shall also be applicable to such T&P as is agreed to be issued.

(ii) Plant and Machinery when supplied on hire charges shown in Schedule ‘C’ shall be made over and taken back at the departmental equipment yard / shed shown in Schedule ‘C’ and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all

losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

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

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

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

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

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

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

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

(x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and / or fails to sign the Log Book the decision of the Engineer – in – Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum

quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).

(xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion:

- (a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller – day shall also be same as in Annexure to Clause 34(x). for less use of rollers recovery for the less roller – day shall be made at the stipulated issue rate.

(xii) The contractor shall be responsible to return the plant and machinery in the condition in which was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(xiii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer – in – Charge to suspend execution of the work, provided DUSIB plant and machinery in question have, in fact remained idle with the contractor because of the suspension.

(xiv) In the event of the contractor not requiring any item of plant and machinery issued by DUSIB through not stipulated for issue in Schedule ‘C’ any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer – in – Charge to use the said plant and machinery during the said period of two days as he like including hiring out to a third party.

CLUASE 35 -Condition relating to use of asphaltic materials

(i) The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer – in – Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer – in – Charge shall be made and the material return to the contactors. Although the materials are hypothecated to DUSIB the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer – in – Charge in writing.

(iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLUASE 36 -Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer – in – Charge the name, qualifications, experience, age, address 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 representatives and their qualifications

and experience shall not be lower than specified in Schedule 'F'. The Engineer – in – Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer – in – Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative 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 (non refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer – in – Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical/principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer – in – Charge shall have full powers to suspend the execution of the work until such date as a 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, semi –skilled and unskilled labour as is necessary for proper and timely execution of the work.

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

CLUASE 37 -Levy / Taxes payable by contractor

(i) **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 DUSIB shall not entertain any claim whatsoever in this respect **except as provided under Clause 38**. Service

(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 DUSIB and does not any time become payable by the contractor to the DUSIB/State Govt./ 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 DUSIB and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLUASE 38 -Condition 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 authorised representative of the DUSIB and / or the Engineer – in – Charge and shall also furnish such other information / documents as the Engineer – in – Charge may require from time to time. **However Green Tax Environment Compensation Charge (ECC) and Green Tax shall not be reimbursed to the contractor.**

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

CLUASE 39 -Termination of contract on death of contractor

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

CLUASE 40 -If relative working in DUSIB then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the DUSIB 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 Category A and B Officer in the DUSIB. Any breach of this condition by the contractor would render him liable to be debarred/ removed by this Department, if However,the contractor is registered in any other department, he shall be debarred from tendering in DUSIB for any breach of this condition.

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

CLUASE 41-No Gazetted Engineer to work as Contractor within one year of retirement

No engineer of gazette rank or other gazetted officer employed in engineering or administrative duties in an Engineering Department of the DUSIB 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 the department in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the department as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be

CLUASE 42- Return of material and recovery for excess material issued

(i) After completion of the work and also at any intermediate stage in the event of non – reconciliation of materials issued, consumed and in balance (see Clause 10), theoretical quantity of materials issued by the DUSIB for use in the work shall be calculated on the basis and method given hereunder: -

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

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

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

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

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

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

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

CLUASE 43- Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer – in – Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the

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

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

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

CLAUSES 44 -Apprentices Act provisions to be 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 failures will be a breach of contract and the Superintending Engineer, may, in his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said act.

CLAUSE 45- Release of security deposit after labour clearance

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

SAFETY CODE/SAFETY PRECAUTIONS TO BE ADHERED TO BY THE CONTRACTORS

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such period work as can be done safely from ladders. When a ladder is used as extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder

shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical)

2. Scaffolding of staging more than 3.6m (12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall a guard rail properly attached or bolted, braced and otherwise secured at least 90cm. (3 ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangways or the stairway is more than 3.6m(12 ft) above ground level or floor level, they should be closed boarded, should have adequate width and should

be suitably fastened as described in(2) above.

4. Every opening in the floor or in a working platform shall be provided with suitable means to prevent the fall of person or material by providing suitable means to prevent the fall of person or material by providing suitable fencing or railing whose minimum height shall be 90cm.(3ft).

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m.(30ft) in length while the width

between side rails in rung ladder shall in no case be less than 29cm.(11-1/2'') for ladder upto and including 3m.(10 ft) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No material on any of the sites or work shall be so stacked or placed as to cause danger or in convince to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit ,action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damage and cost which may be awarded in any such suit ,action of proceedings to nay such person or which may ,with the consent of contractor ,to paid to compensate any claim by any such person.

6 (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 30m.(100ft) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90cm .(3ft) above the surface of the ground. The side of trenches which are 1.5m(5 ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5 m(5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining of undertaking shall be done.

6 (b) Safety Measures for digging bore holes :-

- (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer-in-charge of the work;

- (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
- (iv) After drilling the bore well, a cement platform(0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (v) After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi) After the bore well is drilled the entire site should be brought to the ground level.

7. *Demolition*:-Before any demolition work is commenced and also during the progress of the work,

- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus, which is liable to be a source of danger or a cable or apparatus used by the operator, shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to person employed from risks of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or material as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall in variably be provided

- (i) Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (ii) Those engaged in white washing and mixing or staking of cement bags or any material which is injurious to the eyes shall be provided with welder's protective goggles.
- (iii) Those engaged in welding works shall be provided goggles with welders protective eye shield.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use ,the contractors shall ensure that the manholes covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition , the contractor shall ensure that the following safety measure are adhered to:-
 - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - (b) At Least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry presence to Toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and gives indication of their presence, should test presence to Toxic gases.
 - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen Kits.
 - (e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (f) The area should be barricaded or cordoned of suitable means to avoid mishaps of any kind. Proper warning sighs should be displaced for safety of the public whenever cleaning works are undertaken during night or day.
 - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - (h) The malba obtained on account of cleaning of blocked manholes and sewer line should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

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

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

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR THE WORKERS EMPLOYED BY DUSIB OR THE CONTRACTORS

1. Application

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

2. Definition

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

3. First Aid Facilities

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

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

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

Each first aid box shall contain the following equipment: -

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

(b) For work place in which the number of contract labours exceed 50.

Each first aid box shall contain the following equipment: -

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

- (iii) Adequate arrangement shall be made for immediate recoument of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The First aid box shall be kept in charge of a responsible person who shall always readily available during the working hour of the work place.
- (vi) A person in charge of First aid box shall be a person trained in First aid treatment, in the work place where the number of contract labour employed is 150 or more.
- (vii) In work place where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First aid posts shall be established and run by a trained compounder .The compounder shall be on duty and shall be available at all hour when the workers are at work.
- (viii) Where work 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 intermittent public water, each place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution., the well shall be properly chlorinated before water is drawn form it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. Washing Facilities

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

6. Latrines and Urinals

- (i) Latrines shall be provided in every work place on the following scale, namely-
 - (a) Where female are employed there shall be at least one latrine for every 25 female.
 - (b) Where male are employed, there shall be at least one latrine for every 25 male.
 Provided that where the number of males or females exceed 100,it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastening.
- (iii) Construction of Latrine: The inside walls shall be constructed of mansory or some suitable heat-resisting non –absorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sex are employed ,there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers “For Men Only” or “For Female Only” as the case may be.
- (b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers up to 50 and one for female workers up to 50 employed at a time, provided that where the number of male or female workmen ,as the case may be exceed 500,it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereof.

- (vi) (a) The Latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- (b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirement of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to conveniently accessible in or near the latrines and urinals.
- (viii) *Disposal of excreta:* - Unless otherwise arranged for the local sanitary authority, arrangement for proper disposal of excreta by incineration at the work place shall be made by means of suitable incineration. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (When it will turn to manure)
- (ix) The Contractor shall at his own expense, carry out all instruction issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The Contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. Provision of Shelter during rest

At every place there shall be provided, free of cost, four suitable shed, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 Meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 s.ft) per head. Provided that the Engineer-in Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. Creches

- (i) At every, work place ,at which 20 or more women worker are ordinarily employed ,there shall be provided two room of reasonable dimension for the use of their children under the age of six years. One room shall be used as a playroom for the children and other as their bedroom. The room shall be constructed with specifications as per Clause 19H (ii) a,b & c.
- (ii) The room shall be provided with suitable opening for light and ventilation. There shall be adequate provision of sweepers to keep the place clean.
- (iii) The Contractor shall supply adequate no of toys and games in the play room and sufficient no. of cots and bedding in the bedroom.
- (iv) The Contractor shall provide one ayaa to look after the children in the crèche when the no. of women workers does not exceed 50 and two when the no. of women workers exceed 50.
- (v) The use of rooms earmarked as creche shall be restricted to children ,their attendants and mother of the children.

9. Canteens

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed ,an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The contractor shall maintain the canteen in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing place separately for workers and utensils
- (iv) The canteen shall be sufficiently lighted at all times when any to person has to access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once each year. Provided that the inside wall of the kitchen shall be lime-washed every four months.
- (vi) The Premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

- (viii) Suitable arrangement shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 s. ft) per dinner to be accommodated as prescribed in sub-Rule 9.
- (xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
- (b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables, stools ,chairs or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiii) (a) 1. There shall be provided and maintained Sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.
2. The furniture, utensils and other equipment shall be maintained in a clean and hygienic condition
- (b) 1. Suitable clean clothes for the employee serving in the Canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth and impervious materials.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- (xiv) The foodstuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuff, beverages and any other items served in the canteen shall be based on 'No profit, No Loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuff, and other article served on the canteen, the following items shall not be taken into consideration as expenditure namely :-
- (a) The rent of Land and Building.
- (b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
- (c) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.
- (d) The water charges and other charges incurred for lighting and ventilation.
- (e) The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registering accountants and auditors.

10. Anti-Malarial precautions

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

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

an integral part of contract.

12. Amendments

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

CPWD/PWD (DELHI ADMINISTRATION)/DUSIB's CONTRACTOR LABOUR REGULATIONS

1. Short Title

These regulations may be called the CPWD/PWD(Delhi Administration)/DUSIB's contractor Labour Regulations.

2. Definitions

(i) Workmen means any person employed by DUSIB or its contractor directly or indirectly through a sub-contractor with or without the knowledge of the DUSIB to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed

or implied but does not include any person :-

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

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

(c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises ,not being premises under the control and management of the principal employer. No person below the age of 14 years shall be employed to act as a work men.

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

(iii) Contractor shall include every person who undertake to produce a given result other than a mere supply of goods or article of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

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

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

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

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

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

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

4. Display of Notice Regarding Wages etc.

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

5. Payment of Wages

- (i) The contractor shall fix wage period in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wage of every person employed as contract labour in an established or by a contractor where less than one thousand such person are employed shall be paid before the expiry of seventh day and in other case before the expiry of tenth day after the last day of the wage period in respect of which the wage are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work a premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of wage period ,final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct or to him direct 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 deduction of any kind except those specified by the DUSIB. 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-Chief as the case may be ,a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wagescum- Muster Roll" as the case may be in the following form :-
"Certified that the amount shown in column No..... has been paid to the workmen concerned through bank account of labour onat....."

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

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following: -
 - (a) Fines
 - (b) Deduction for absence from duty i.e from the place or places whereby the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damages to or loss of goods expressly entrusted to the employed person for custody, or for the loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in register.
 - (e) Any other deduction which the DUSIB may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
Note: - An approved list of Acts and Omission for which fines can be imposed is enclosed at Appendix-I
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given and opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fines which may be imposed in any one-wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

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

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

7. Labour Records

(i) The contractor shall maintain a register of person employed on work on contract in Form XIII of the CL (R&A) Central rules 1971 (Appendix IV).

(ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of CL (R&A) Rules , 1971 (Appendix V)

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

(iv) *Register of accident* – The contractor shall maintain register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

(a) Full particular of the labour who met with accident.

(b) Rate of Wages

(c) Sex

(d) Age

(e) Nature of Accidents and cause of accidents.

(f) Time and date of accident.

(g) Date and time when admitted in Hospital

(h) Date of discharge from the Hospital.

(i) Period of treatment and result of treatment.

(j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.

(k) Claim required to be paid under Workmen's Compensation Act

(l) Date of Payment of compensation.

(m) Amount paid with details of the person to whom the same is to be paid

(n) Authority by whom the compensation was assessed

(o) Remarks

(v) The Contractor shall maintain a Register of Fines in Form XIII of the CL(R&A), 1971 (Appendix-XI)

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

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

(vii) The Contractor shall maintain a register of Advances Form XX III of the CL (R&A) Rules,1971 (Appendix-XIII)

(viii) The Contractor shall maintain a register of Overtime in Form XXIII of the CL (R&A) Rules,1971 (Appendix-XIV)

8. Attendance Card-cum-Wage Slip

(i) The contractor shall issue an attendance card-cum-wages slip to each workmen employed by him in the specimen form (Appendix-VII)

(ii) The card shall be valid for each wage period.

(iii) The contractor shall mark the attendance of each workmen on the card twice each day, once at the commencement of the day and again after the rest interval , before he actually starts work.

(iv) The card shall remain possession of the worker during the wage period under reference.

(v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

(vi) The contractor shall obtain the signature or thumb impression of the work on the wage slip at the time of disbursement of wages and retain the card with himself.

9. Employment Card

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

10. Service Certificate

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

11. Preservation of Labour Records

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

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

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

13. Report of Labour officer

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

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

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

14. Appeal against the Decision of Labour Officer

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

15. Prohibition Regarding Representation through Lawyer

(i) A workmen shall be entitled to be represented in any investigation or enquiry under these regulations by :-

(a) An officer of a registered trade union of which he is a member.

(b) An officer of federation of trade unions to which the trade union to which the trade union referred to in clause (a) is affiliated.

(c) Where the employer is not a member of any registered trade union, by a officer of a registered trade union, connected with the industry in which the worker is employed or by any other workmen employed in the industry in which the worker is employed.

(ii) An employer shall be entitled to be represented in any investigation or equity under these regulations by:

(a)An officer of an association of employers of which he is a member.

(b) An officer of a federation of associations of employers to which associations referred to in clause (a) is affiliated.

(c) Where the employers is not a member of any association of employers, by an officer of association of employers connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

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

16. Inspection of Books and Slips

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

17. Submission of Returns

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

18. Amendments

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

Appendix 'I'

Register of Maternity Benefits (Clause 19F)

Name and Address of the Contractor.....
 Name and locations of the work.....
 Name of Employee
 Father's/Husband's Name
 Nature of Employment
 Period of Actual employment
 Date on which notice of confinement given
 Date on which maternity leave commenced and ended
 Date of delivery/ In case of Delivery In case of Miscarriage
 Miscarriage Commenced Ended Commenced Ended
 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

Appendix 'II'

Specimen Form of the Register

Regarding Maternity Benefits Admissible to the Contractor's Labour in DUSIB Works

Name and address of the Contractor.....
 Name and location of the work.....
 1. Name of the women and her husband's name
 2. Designation
 3. Date of appointment
 4. Date with months and years, in which she is employed
 5. Date of discharge/dismissal ,in any
 6. Date of Production certificate in respect of pregnancy
 7. Date on which the women informs about the expected delivery
 8. Date of delivery/miscarriage/death
 9. Date of Production of certificate in respect of delivery/miscarriage
 10. Date with amount of maternity/death benefit paid in advance of expected delivery
 11. Date with amount of subsequent payment of maternity benefits

12. Name of the person nominated by the women to receive the payment of the maternity benefits after the death.
13. If the women dies, the date of her death , the name of the person to whom maternity benefits amount was paid, the month thereof and the date of payment.
14. Signature of the contractor authenticating entries in the register
15. Remarks column for the use of Inspecting Officer.

Appendix 'III'

Labour Board

Name of Work.....

Name of Contractor.....

Address of Contractor.....

Name and address of DUSIB Division.....

Name	of	DUSIB/Delhi	Govt.	Labour
------	----	-------------	-------	--------

Officer.....

Address of Labour Officer.....

Name of Labour Enforcement Officer.....

Address of Labour Enforcement Officer.....

Category

Minimum Wage fixed

Actual wage paid

Number Present

Remarks

Weekly Holiday.....

Wage Period.....

Date of Payment of wages.....

Working Hours.....

Rest Interval.....

Appendix 'IV'

Form -XIII (See Rule 75)

Register of Workmen employed by the Contractor

Name and Address of contractor.....

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

Name and Location of Work.....

Name and address of Principal employer.....

Name and Surname of Workmen

Age and Sex

Father's/Husbands

Name Nature of employment / designation

Permanent home address of workmen (Village and Tehsils, Taluk and Districts)

Local Address

Date of Commencement of Employment

Signature or Thumb impression of Workmen

Date of Termination of employment

Reason For Terminations

Remarks

Appendix 'V'**Form-XVI (See Rule 78(2)(a))****Muster Roll**

Name and Address of Contractor.....

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

Name and location of Work.....

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

Name of workmen

Sex

Father's/Husband Name

Dates

Remarks

Appendix 'VI'**Form-XVII (See rule 78(2)(a))****Register of Wages**

Name and address of Contractor.....

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

Nature and Location of Work.....

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

Name of Workmen

Serial no. in the register of workmen

Designation

Nature of Work done

No. of Days worked

Units of Work Done

Daily rate of Wages/Piece rate

Basic Rates

Dearness Allowance

Overtime

Other cash Payments

Total

Deductions If any,(Indicate Nature)

Net Amount Paid

Signature or thumb Impression of workmen

Initial of Contractor or his Representative

Appendix 'VII'(Obverse)

Wage Card No.....

Wage Card

Name and Address of Contractor.....

Date of Issue.....

Name and Location of Work

Designation.....

Name of Workmen.....

Month/Fortnight.....

Rate of Wages.....

Morning

Rate
 Evening
 Amount
 Initial
 Received from..... the sum of
 Rs.....on account of my wages
 The Wage Card is valid for month from the date of issue

Signature

Appendix 'VII'(Reverse)**Form-XIX**

[See Rule 78 (2) (b)]

Wage Slip

Name and Address of Contractor

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

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.....

Initial of the Contractor or his Representative

Appendix 'VIII'**Form-XIV**

[See Rule 76]

Employment Card

Name and Address of
 Contractor.....

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

Name of work and Location of
 Work.....

Name and address of Principal Employer.....

1. Name of the Workmen.....

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

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

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

5. Wage Period.....

6. Tenure of employment.....

7. Remarks.....

Signature of Contractor

Appendix 'IX'

Form-XV (See Rule 77)

Service Certificate

Name and address of Contractor.....

Nature and Location of Work.....

Name and Address of

Workmen.....

Age or Date of Birth.....

Identification

Marks.....

Father's/Husband's

name.....

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

Name and Address of Principal Employer.....

Total period for which employed

From To

Nature of Work Done Rate of Wages (with particular of unit in case of piece work)

Remarks

Appendix 'X'**LIST OF ACTS AND OMISSION FOR WHICH FINES CAN BE IMPOSED**

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

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

Appendix 'XI'**Form-XII (See Rule 78 (2)(d))****Register of Fines**

Name and address of Contractor.....
 Name and address of establishment under which contract is carried on.....
 Nature and Location of Work.....
 Name and Address of Principal
 Employer.....
 Name of Workmen
 Father's / Husbands name
 Designation/ Nature of Employment
 Act/Omission for which Fine imposed
 Date of Offence
 Whether workmen showed cause against fines
 Name of Person in whose presence employee's explanation was heard Wage period and wage payable
 Amount of fine imposed
 Date on which fine realized
 Remarks

Appendix 'XII'**Form-XX (See Rule 78 (2)(d))****Register of Deduction for Damage or Loss**

Name and address of Contractor.....
 Name and address of establishment under which contract is carried on.....
 Nature and Location of Work.....
 Name and Address of Principal Employer.....
 Name of Workmen
 Father's/ Husbands
 Name Designation /
 Nature of employment
 Particular of damage or loss
 Date of damage or loss
 Whether workmen Showed cause against deduction
 Name of person in whose presence employee's Explanation Was heard
 Amount of deduction imposed
 No. of installment
 Date of recovery
 First Installment
 Last Installment
 Remarks

Appendix 'XIII'**Form-XXII (See Rule 78 (2)(d))****Register of Advances**

Name and address of Contractor.....
 Name and address of establishment under which contract is carried on.....
 Nature and Location of Work.....
 Name and Address of Principal Employer.....
 Name of Workmen
 Father's/Husband's Name
 Designation/Nature of employment
 Wage period And wages payable
 Date and Amount of advance

Purpose(s) for Which advance made
 No. of installment by Which advance to be repaid
 Data and Amount of each installment repaid
 Date on which last installment was repaid
 Remarks

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

Appendix 'XV'

Performa for Earnest Money (Bank Guarantee) as appended to be added in GCC 2014.

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

(Name of work) (hereinafter called "the
 Tender")

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

SEALED with the Common Seal of the said Bank thisday of20.....

THE CONDITIONS of this obligation are :

- (1) If after tender opening of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in
 charge :
 - (a) Fails or refusescontractor, if required; OR
 - (b) Fails or refuses to to contractor,

We undertake to pay to the Engineer-in-charge **either** up to the above amount or part thereof upon receipt of first written demand, without the Engineer-in charge having to substantiate his demand, provided that in his demand the Engineer-in-charge will note that the amount claimed by his is due to himcondition or conditions.

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

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

Appendix ‘XVI’

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

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

Milestone No. Already Reschedules	EE’s letter No. and Date	Rescheduling of Milestones done	
		Original Date	Rescheduled Date
(A) Ist Milestone			
(B) 2 nd Milestone			

Rescheduling of Milestone applied for

Milestone No.	Original/	Details And	Comments of	Proposed
---------------	-----------	-------------	-------------	----------

For which Rescheduling is Applied	Rescheduled Date	Period of Hindrances	Executive Engineer	Rescheduled Date of
(A) 1st Milestone				
(B) 2 nd Milestone				

Submitted to the Sub-Division Officer

Signature of Contractor

Date

Appendix 'XVII' (Refer Clause 5)

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put 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

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

9. Reason for which extension have been previously given (copies of the previous applications should be attached).
10. Period for which extension if applied.
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 Division Officer.

Signature of Contractor
Dated

INTEGRITY PACT

To,

.....,

.....,

.....

Sub: NIT No. for the work

Dear Sir,

It is here by declared that DUSIB is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully

Executive Engineer

INTEGRITY PACT

To,

Executive Engineer,

.....,

.....

Sub: Submission of Tender for the work of

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

Chief Executive Officer represented through Executive Engineer,
.....,
(Name of Division)

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

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

AND

.....
(Name and Address of the Individual/firm/Company)
through (Hereinafter referred to as the
(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.)
(Hereinafter referred to as “Tender/Bid”) and intends to award, under laid down
organizational procedure, contract for
.....
(Name of work)

Hereinafter referred to as the “Contract”.

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

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

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

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans,

technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in

its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

- (3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.

- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

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

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

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

SI.

<u>No.</u>	<u>Material of surfacing</u>	<u>Quantity or areas</u>
1.	Consolidation of earth subgrade	1860 Sq.m
2.	Consolidation of stones soling 15 cm. to 22.5 cm thick	170 Cu.m.
3.	Consolidation of brick soling 10 cm. to 20 cm. thick	230 Cu.m.
4.	Consolidation of wearing coat of stone ballast 7.5 cm to 11.5 cm thick	30 Cu.m.
5.	Consolidation of wearing coat of brick ballast 10 cm. thick	60 Cu.m.
6	Spreading and consolidation of red bajri 6 mm.	1860 Sq.m.
7	Painting one coat using stone aggregate 12.5 mm nominal size-	
(a)	@ 1.65 m ³ per 100 m ² and paving bitumen A-90 or S-90 @ 2.25 Kg / m ²	
	or	
(b)	@ 1.50 m ³ per 100 m ² and bitumen emulsion or Road tar @ 2.25 Kg /m ²	930 Sq.m.
8.	Painting two coats using-	
(a)	For first coat, stone aggregate 12.5 mm nominal size:	
	(i) @ 1.50m ³ per 100m ² with paving bitumen A-90 or S-90 @ 2 Kg / m ²	
	or	
	(ii) @1.35m ³ per 100m ² with bitumen emulsion @ 2 Kg / m ²	600 Sq.m
	or	
	(iii)@1.25 m ³ per 100m ² with roadtar @ 2.25 Kg / m ²	
(b)	For 2nd Coat, stone aggregate 10mm nominal size 0.9 Cu.m. per 100 Sq.m with-	
	(i) 1 Kg. of paving bitumen A-90 or S-90 or Bitumen emulsion per sq.m.	
	or	
	(ii) 1.25 Kg. of road tar, per Sq.m.	600 Sq.m.
9	Re-painting with stone aggregate 10 mm nominal size 0.9 Cu.m. per 100 Sq.m. with-	
	(a) 1Kg. of paving bitumen A-90 or S-90 per Sq.m.	
	or	
	(b) 1.25 kg of Bitumen emulsion per Sq.m.	1670 Sq.m.
10.	2 cm premix carpet surfacing using 2.4 m ³ of stone aggregate 10 mm nominal size per 100 m ² and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion specified quantities.	930 Sq.m.
11.	2.5 cm. premix carpet surfacing using 3m ³ of stone aggregate 10 mm nominal size per 100 m ² and binder including tack coat, the binder being hot cut back Bitumen or bitumen emulsion in specified quantities.	930 Sq.m.
12.	4 cm thick bitumen concrete surfacing using stone aggregate	

- 3.8 Cu.m. (60% 20 mm nominal size and 40% 12.5 mm nominal size) per 100 m² and coarse sand 1.9 Cu.m. per 100 m² and hot cut back bitumen over a tack coat of hot cut back bitumen. 460 Sq.m.
13. 5 cm thick bitumen concrete surfacing using stone aggregate 4.8 Cu.m. (60% 25 mm nominal size and 40% 20 mm nominal size) per 100 m² and coarse sand 2.4 Cu.m per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen 370 Sq.m.
14. 6cm thick bitumen concrete surfacing using stone aggregate 5.8 Cu.m. (60 % 40 mm.nominal size and 40% 25mm nominal size) per 100 Sq.m. and coarse sand 2.9 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen. 280 Sq.m
15. 7.5 cm thick bitumen concrete surfacing using stone aggregate 7.3 Cu.m. (60% 50mm nominal size and 40% 40 mm nominal size)per 100 Sq.m. and coarse sand 3.65 Cu.m.per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen. 230 Sq.m.
16. 2.5 cm bitumastic sheet using stone aggregate 1.65 Cu.m. (60% 12.5 mm nominal size, 40%10 mm nominal size)per 100 Sq.m. and coarse sand 1.65 Cu.m. per100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen. 750 Sq.m.
17. 4cm bitumastic sheet, using stone aggregate 2.6 Cu.m. (60%12.5mm nominal size 40%10 mm nominal size) per 100 Sq.m., coarse sand 2.5 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot bitumen. 560 Sq.m.
18. Laying full grouted surface using stone aggregate 40 mm nominal size 6.10Cu.m. per 100 Sq.m. with binder, binding with 20mm to 12.5 mm nominal size stone grit. 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10mm nominal size, 1.07Cu.m. per 100 Sq.m., the binder being hot bitumen or tar as specified. 460 Sq.m.
19. Laying full grouted surface using stone aggregate 50 mm nominal size 9.14 Cu.m. per 100 sq.m. grouting with binder, with stone grit 20 mm to to 12.5 mm nominal size, 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10mm nominal size,1.07 Cu.m./100Sq.m. the binder being hot bitumen or tar. 370 Sq.m.
20. 4cm. thick premix macadam surfacing using stone aggregate25mm nominal size 4.57 Cu.m.per 100 Sq.m and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m.per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10mm nominal size. 1.07 Cu.m.per 100 Sq.m. 560 Sq.m.
21. 5cm thick premix macadam surfacing with stone aggregate 25 mm nominal size, 6.10 Cu.m. per 100 Sq.m and hot bitumen binding with stone aggregate 12.5 mm nominalsize 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate10mm nominal size 1.07 Cu.m. per 100 Sq.m. 460 Sq.m.

Annexure-XVIII
(FORM 31)
INDENTURE FOR SECURED ADVANCE
(Refereed to in paragraph 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 of20
BETWEEN..... Hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assign) of the one part and the CEO DUSIB (hereinafter called the CEO 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 President 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 CEO 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 CEO 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 work. 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 CEO (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 CEO and declare as follows :-

(1) That the said sum of Rupees..... So advanced by the CEO 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 CEO 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 CEO 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 work in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.

(6) That the advance shall be repayable in full when or before the Contractor receives payment from the CEO 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 CEO 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 CEO shall immediately on the happening of such default be repayable by the Contractor to the CEO together with interest thereon at twelve per cent per annum from the date of respective dates of such advance or advances to the date repayment and with all costs charges, damages and expenses incurred by the CEO 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 CEO 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 CEO 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 CEO may at any time thereafter adopt all or any of the following courses as he may deem best :-

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the CEO 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 CEO 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 CEO have hereunto set their respective hands the day and year first above written.

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

Signature
Witness Name
Signed by

(by the order and direction of the CEO in the presence of)

Signature
Witness Name
Address

