

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

NOTICE INVITING TENDER

The Executive Engineer DD-I invites on behalf of **DUSIB**. Percentage rate composite 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, Delhi State PWD Agencies, Contractors registered with Central/State govt. Departments, Corporations, Undertakings/Development Authorities and Experienced Pvt. Reputed Contractors/Builders, individual Proprietary Firms, Firms in Partnership or LLP or Limited Companies etc. and who are essentially registered on Delhi govt. e-procurement system (<https://govtprocurement.delhi.gov.in>) maintained by **nic** 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: DD I

Name of work:- **Construction of 7620 (G+4) five storeyed low cost housing (under JNNURM) for Slum dwellers at Savda-Ghewra, Phase-III**

Sub-Head:-**Construction of 3560 EWS houses for Group-II in Block-F,G,H & I i/c Building work, Water Supply, Sanitary Installations, Internal Electrifications & development works such as construction of Roads, S.W. Drains, Sewerage, water supply and laying of C.C Pavement in lanes, construction of UGR including pump house, Parks etc.**

Estimated cost put to composite tender: **Rs. 115,65,00,798.78**

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

Composite tender shall include component of Building (CIVIL) work, / infrastructural works, if any, & all other works such as sanitary & water supply installations, drainage installations, roads & paths & such other internal works (as may be decided by Engineer- In – Charge on behalf of Competent Authority) , internal electrical installations, Booster pumping installations etc..

Estimated cost of building work by monolithic structure (A): **Rs. 75,35,59,252.81**

Estimated cost of building work:

(B): **Rs. 40,29,41,545.97**

(i) Including flooring, roofing, finishing, internal water supply, sanitary installation etc.

(ii) Development work i./e. internal water supply sewerage, S.W. drain, roads, CC pavements, parks, internal electrification etc.

Earnest money: **Rs. .1,25,63,100.00** through ECS/RTGS in account of Executive Engineer DD-I, (DUSIB) (Account No. 04192010027930, Oriental Bank of Commerce, Vishal Enclave, Najafgarh Road, New Delhi -110027, Bank Micro Code 110022036, Bank IFC Code ORBC 0100419). upto 15.00 hrs on _____ Date

Tender cost: Rs. _____

Time allowed: **FIFTEEN MONTHS**

Release / Uploading of Tender by the E.E through e-procurement Website _____ up to 17.00 Hrs.

Date & Time of Pre bid Conference on(date) _____ at-(Hrs.) 14:00 at O/o Executive Engineer, DD-I, DUSIB, 2nd Floor, Circle Office Building, Road no. 28, Shivaji Place, Raja Garden, N.D. – 27
Ph. No. 25447540, 9717999171

Date & time for down load of entire Tender document /encryption w.e.f. _____ to _____ upto 17:00Hrs.

Closing of bid on _____ Upto 17:00Hrs.

Technical Bid Opening on _____ at 17:05Hrs

Validity: Bid to remain open for **90 days** from the date of opening of financial bid.

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.

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 downloaded 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 **TIN** Number as issued by DVAT department.
- 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 three **AFFIDAVITS** contained in bid documents (As per applicability) To be scanned on stamp paper of Rs. 10/- separately for each work.
- vi) Scanned copy of **Letter of Transmittal** contained in bid documents (As per applicability)
- vii) Scanned copy of works experience certificates in the prescribed forms Viz, FORM-C & FORM- E , (contained in the bid documents) from officer not below the rank of Executive Engineer / Project Manager or Equivalent, of having satisfactorily completed similar works (as per Information & Instructions contained in bid documents) during the last **seven years** ending last day of the month previous to the month in which applications are invited
Works executed with Private organizations be supported by TDS certificate along with Scanned copy of registration with Provident fund commissioner.
- viii) Scanned copy of duly signed information in the prescribed Forms A to H, except form- C & form-E (which form part & parcel of bid documents & are already covered vide point vii above) Viz, Financial Information, Form- A, Banker's Certificate From a Scheduled Bank, Form-B, Projects under execution or awarded, Form-D, Structure & Organization, Form –F Details of Technical & Administrative Personnel, Form-G, Details of Construction Plant & Equipment to be used in the work, Form-H .

(Information and Instructions for Bidders to be read carefully)**1. Experience in works highlighting experience in similar works (Information shall be provided on forms C, by the intending contractor/Bidder).**

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

(A) Bidder should have satisfactorily completed the **similar works** as mentioned below during the last seven years ending last day of the month previous to the one in which the bids are invited. For this purpose cost of work shall mean gross value of the completed work i/c cost of material supplied by the respective departments but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/ Project Manager or equivalent.

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender

or

Two similar completed works each costing not less than the amount equal to 60% of the estimated cost put to tender

or

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost (Rounded to nearest Rs.10 Lac) .

and

(B)One completed work of any nature (Either part of A above or a separate one) costing not less than the amount equal to 40% of the estimated cost put to tender with some central autonomous body/central public sector undertaking/Central Government Departments/ State Government Departments

For Housing projects, **similar works** could be regarded as having successfully completed, Multi storeyed housing projects and/or Institutional buildings and/or commercial buildings and/or Hospitals and/or Hotels and/or school buildings and/or Hostels and/or Industrial buildings etc.

The value of the executed works shall be brought to current costing level by enhancing the actual value of work at simple rate @ 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

Financial Information – Bidder should furnish the following financial information in the prescribed forms as mentioned hereunder:

For private works other than GOVT. Deptt., the completion certificate from the clients or concerned Architect or Municipal Authorities shall be submitted by the bidder & condition of similar works shall be satisfied as above. However, submission of scanned copy of TDS certificate is the mandatory requirement.

i) **(Gross Annual turn over on construction works)**- Bidder should have an average annual financial turn over on construction works (Civil/Electrical) at least 30% of the estimated cost during the **immediate last 3 consecutive financial years ending 31st March 2011**. This should be duly audited by a Chartered accountant. Year in which no turnover is shown would also be considered for working out the average (on Form 'A').

ii) **Profit/Loss (Form A)** – The bidder should not have incurred any loss in more than **two years** during the immediate last **five consecutive financial years ending 31st March of previous financial year**, duly certified by the chartered accountant (Form 'A' shall be used).

iii) **Solvency certificate from Bankers (Form B)** – Bidder should have a solvency of the amount equal to **40% of the estimated cost of work (Form 'B' shall be used). To be certified by his bankers.**

C) **Bidding capacity** - The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

Bidding capacity = $(A \times N \times 2) - B$ where

A – Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress.(2006-2007) to (2010-2011)

N – No. of years prescribed for completion of work for which bids have been invited. Here N = 1.25

B – Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

D) **Organization Information:** Bidder is required to submit information in respect of his organization Forms ('F' & 'G'). The bidder should have sufficient number of technical and administrative employees for the proper execution of the contract. The bidder should submit a list of these employees stating clearly how these would be involved in this work. Details should be furnished in FORM "G".

E) **Details of construction plant and equipment (Form H)attached** : Bidder should furnish list of construction plant and equipment including steel shuttering, centering and scaffolding to be used in carrying out work in Form 'H'. Details of any other plant and equipment required for the work not included in Form 'H' and available with the applicant may also be indicated.

Letter of Transmittal: The bidder shall submit the letter of transmittal at the time of submission of bid.

Pre bid conference - Pre bid conference for clarification of any doubts of the intending tenderers could be held on 05.12.2011 at 11.30 A.M. in the office of Chief Engineer. Thereafter no further query of bidder shall be entertained.

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** 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 90 days** from the date of opening of financial bid.

Affidavits to be furnished by the intending tenderer - To become **eligible** for issue of tender, the tenderer shall furnish the following affidavits as under.

1. "I/We-----S/o-----R/o----- **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 notice of DUSIB, then I/We shall be debarred for tendering in DUSIB contracts in future for ever. 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**".
2. 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 Sales tax/ VAT & service tax department have been duly filed & no dues are pending.
 - c) That this is my/ our true & correct statement
3. 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.

Scoring method of evaluation: Scoring for Evaluation of the Performance of contractors for pre-eligibility shall be conducted as per the following criteria.

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR THE PRE-ELIGIBILITY

For the purpose of post qualification, tender will be evaluated in the following manner:

- The initial criteria prescribed in para A to D above in respect of experience of similar class of works completed, bidding capacity and financial turn over etc. will first be scrutinized and the tenderer's eligibility for post qualification for the work will be determined.

The tenderers qualifying the initial criteria set out in paras A to D above only will be evaluated for following criteria by scoring method on the basis of details furnished by them.

Attributes		Evaluation				
a)	Financial strength (20 marks) i) Average annual turnover 16 marks ii) Solvency certificate 4 marks	i) 60% marks for minimum eligibility criteria. ii) 100% marks for twice the minimum eligibility criteria or more. In between (i) & (ii) – on pro-rata basis				
b)	Experience in similar Class of works (20 marks)	i) 60% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis				
c)	Performance on Works (time over run) (20 marks)					
	Parameter	Calculation for Points			Score	Maximum marks
		If TOR =				20
	i) without levy of compensation	1.00	2.00	3.00	>3.50	
	ii) with levy of compensation	20	15	10	10	
	iii) Levy of compensation not decided	20	5	0	-5	
		20	10	0	0	

TOR = AT/ST, where AT=Actual time; ST = Stipulated time.

Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.

d)	Performance of works (Quality) (15 marks)
	i) Very Good 15
	ii) Good 10
	iii) Fair 5
	iv) Poor 0
e)	Personnel and Establishment (Max.10 marks)
	i) Project Manager : 3 marks
	ii) Graduate Engineer (5 year Exp.) : 2 marks for each upto max 4 marks
	iii) Diploma holder Engineer : 1.5 marks for each up to Max.3 marks
	iv) Quality Engineer : 1.5 marks for each up to Max.3 marks
f)	Plant & Equipment (Max.15 marks)
	i) Hopper Mixer 1 mark for each up to Max.2 marks
	ii) Dumper/Truck/Tippers/Transit mixer 1/2 mark for each up to max 2 marks
	iii) Steel shuttering 1/2 marks for each 1000sqm. up to max. 2 marks
	iv) Aluminum/PVC shuttering 1 marks for each 500sqm. up to max. 3 marks
	v) Tower crane 1 marks for each up to max.4 marks
	vi) Building Hoist 1 mark for each up to max 2 marks
	vii) Excavator 1/2 mark for each up to max 2 marks
	viii) Batch mix plant 2 marks for each up to max 4 marks
	ix) Tendom Roller/Road Roller 8-10 Tonne 1/2 mark for each up to max 2 marks
	ix) Vibration Compactor 1 mark for each up to max 2 marks
	x) Special Equipment (marks to be fixed as per requirement)

To become eligible for short listing the bidder must secure at least 50% marks in each and 60% marks in aggregate. The department, however, reserves the right to restrict the list to any number deemed suitable to.

Even though any bidder 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 2010, 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 2010 incorporating amendments up to O.M. No. DG/ MAN/224B Dated 25.01.2011 (corrigendum no. 5) **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.115,65,00,798.75** This estimate, however, is given merely as a rough guide.
2. **Hard copies of scanned documents** after verification from originals by the Engineer-In- Charge & Divisional Accountant, or/& any other authorized officer shall be compared, subsequent to opening of **eligibility bid, (within two working days)** with the on line **mandatory scanned documents** so uploaded by the bidder. **In case any discrepancy/ wrongful & fraudulent information comes to notice, the tender shall become invalid, & such contractors/ bidders shall be liable to disciplinary action as the tender accepting authority deems proper, besides non refund of cost of bid & e – tender processing fee , if any.**
- 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 2010) 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 **Eighteen Months** 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, indicated in the tender documents.
4. The site for the work is available
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 DD-I**, between hours of 11.00 A.M & 04.00 P.M fromto..... everyday except on Second Saturday, Sundays and Public Holidays.
6. Tenders shall be accompanied with Earnest money of **Rs.1,25,63,100-00** through ECS/RTGS in account of Executive Engineer DD-I, (DUSIB) (Account No. 04192010027930 , Oriental Bank of Commerce, Vishal Enclave Najafgarh Road, New Delhi -110027, Bank Micro Code 110022036, Bank IFC Code ORBC- 0100419) upto 15.00 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 cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/ Demand Draft of any

scheduled bank/ Pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule "F", including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

8. The description of the work is as follows:
Name of work:- Construction of 7620 (G+4) five storeyed EWS Houses under JNNURM for slum dwellers at Savda-Ghewra, Phase-III Sub-Head :- Construction of 4060 EWS houses for Group-I in Block-A,B,C,D & E i/c Building work, Water Supply, Sanitary Installation, Internal Electrification & development works such as Road, S.W. Drain, Sewerage , water supply, C.C Pavement in lanes, Const. of Under Ground Reservoir i/c pump house and Const. of Parks etc.

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.
- 10.1 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.
- 10.2
- (1) 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 and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the DUSIB. Any breach of this condition by the contractor would render him liable to be debarred from tendering in DUSIB. If no then undertaking should be furnished.
 - (2) 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.
 - (3) No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the DUSIB is allowed to work as a contractor for a period of one year after his retirement from Government 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 then 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 Ninety (90) days from the date of opening of tenders / Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelope system (**Strike out as the case may be**) . If any tenderer withdraws his tender 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 tenderer shall not be allowed to participate in the re-tendering process of the work.**

13. **For Composite Tenders**

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

13.1.2 The tender document will include following three components:

Part A: -CPWD-6, CPWD-7/8 including schedule A to F for major component of the work, Standard General Conditions of Contract for CPWD 2010 as amended/modified up to date of call of tender.

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

Part C: - Schedule A To F for minor component of the work, (SE/EE in charge of major component shall also be Competent Authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General / specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work. **Delegation of powers vesting with engineering officers shall apply.**

13.1.3 The tenderer must associate with him, agencies of the appropriate class eligible to tender for each of the minor component individually.

13.1.4 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.).

13.1.5 After acceptance to the tender by Competent Authority, the EE in charge of major component of the work shall issue letter of award on behalf of the CEO, DUSIB. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's / DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor component(s) shall operate Part C along with Part A of the agreement.

13.1.6 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.

13.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major component of work.

13.1.8 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit details of such agency(s) to Engineer-in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor components(s).

13.1.9 In case the main contractor intends to change any of the above agency/ agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-Charge of minor component. The new agency / agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such item of work and this shall be binding on the contractor.

13.1.10 The main contractor has to enter into agreement with the contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to EE/DDH in charge of each minor component as well as to EE in charge of major component. In case of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

13.1.11 **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.

13.1.12 **Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.**

13.1.13 **Schedule of quantities of component of all the disciplines shall be uploaded in a single spread sheet of quantities by the E.E.**

14. 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.

15. **Engineer-in-charge shall deduct TDS and D.Vat 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.**
16. **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.**
17. **(a) In the tender documents the word 'CPWD' shall be read as 'DUSIB' wherever exists.**
18. **The bidder shall ensure to submit his offer through e-tendering process only.**
19. **Temporary workshops, stores, sample room, site office, computer, printer & UPS etc.**
- a. **The Contractor shall during the progress of the works provide, erect and maintain at his own expense temporary workshops and stores as required for proper and efficient execution of the works. He shall at his own expense also provide and maintain well furnished site office along with toilet facilities for Employer (DUSIB), This work should be completed at the earliest but not later than two months from the date of commencement of work. The planning, sitting and erection of the buildings shall be got approved from Engineer-in-charge at the Contractor's expense. Nothing extra shall be paid on this account.**
- b. **The site accommodation for DUSIB staff along with other facilities will be provided by the contractor as per the list given below:**
- 1) **Laptop with data card HP Printer with photocopier**
 - 2) **Executive table for senior Engineer's Room = 2Nos.**
 - 3) **Table for JE/AE Room =1no for each.**
 - 4) **Executive chairs=10Nos.**
 - 5) **Premium Chairs=10nos.**
 - 6) **Ordinary chairs=6 nos.**
 - 7) **Steel Almirah 1980 x 915 x 485 make Godrej=3nos.**
 - 8) **Ceiling fans of best quality approved by Engineer-in-charge =6nos.**
 - 9) **Exhaust fans of size 15 cm = 2 nos.**
 - 10) **Demonstration table of size 2.1mtr. x 1.2 mtr. = 2 nos., 1.2 mtr. X 1.2 mtr. = 2 nos.**

In order to complete the work within the scheduled time of Fifteen Months, the contractor shall be required to do the work round the clock. The contractor will provide inspection vehicles latest model of standard make one vehicle with engine 1000 to 1200 cc capacity and another one with 2000 cc capacity or equivalent make for DUSIB site staff. The operation and maintenance cost (POL) including driver during the execution period will be borne by the contractor. On completion of work the vehicle will be handed over to the DUSIB.

- 20 **Contractor is required to fulfill the provisions of PF (under EPF scheme) and other labour laws as applicable from time to time. Contractor should be registered with the Provident Fund Commissioner and should submit copy of the registration along with the bid.**
- 21 **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.**
- 22 **All information called for in the enclosed forms should be furnished against the relevant columns in the forms, if for any reasons, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column a 'nil' or 'no such case' entry should be made in that column. If any particulars/query is not applicable in case of the bidders, it should be stated as 'not applicable'. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.**
- 23 **Method of application :**
- 23.1 **If the bidder is an individual, the application shall be signed by him above his full type written name and current address.**
- 23.2 **If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.**
- 23.3 **If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.**
- 23.4 **If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.**

- 23.5 For unsuccessful bidders, only the amount which is credited into the account of DUSIB shall be refunded.
- 23.6 The bidders who deposit out station cheque, the additional amount of Rs. 1000/- shall be deposited in addition to EMD amount. The bank particulars showing the name of Branch, A/C no. Name of agency shall be submitted in the shape of affidavit by every bidder for making refund of EMD amount to unsuccessful bidders.
- 23.7 The agency shall engrave one logo of JNNURM of one meter height in cement plaster (1:4) 1 cement 4 fine sand on each block of houses as per design given by Engineer- in -Charge. Nothing extra shall be paid on this account.
- 23.8 The agency has to complete the sample house in all respect (i.e. including all fittings and fixtures) within first four months from the date of start of the work.
- 23.9 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.
- 23.10 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 conform to sample approved which shall be preserved till the completion of work.
- 23.11 The contract shall include free maintenance of the dwelling units in terms of leakages, cracks, spalling etc. for a period of 12 Months after completion of the project.
- 23.12 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.
- 23.13 The contractor should make necessary arrangement for round the clock working including working on holidays, Sundays except national holidays the planning should be done accordingly & shall make arrangement for sufficient quantity of all the material required for construction of work conforming to required and related specification & arrangement of diesel generator sets required for the work.
- 23.14 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.
- 23.15 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.
- 23.16 Although the location of blocks are shown (Housing Works etc.) in the lay out plans , the possibility of readjustment can not be ruled out due to site conditions or otherwise. No claim for such alteration shall be admissible.
- 23.17 Missing dimensions if any, in the drawings shall be brought to the notice of Engineer – in – charge for clarifications.
- 23.18 The contractor shall employ licensed plumber for water supply & sanitary installations, & shall be responsible for protection of water supply / sanitary / Electrical fittings , fixtures against pilferage , breakage during installations & until handing over to DUSIB.
- 23.19 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.25.00lac & by S.E when claims are less than Rs.25.00lac.
- 23.20 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
- 23.21 The contractor shall give satisfactory performance test of installations individually & as a whole to ensure proper defect free functioning before recording of final completion.

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 with in 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.

I/We agree to keep the tender open far ninety (90) days from the due date of its opening / ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelope system and not to make any modifications in its terms and conditions.

A sum of **Rs.1,25,63,100.00** is hereby deposited through ECS in the specified bank of the division as earnest money. If I/We fail to furnish the prescribed performance guarantee with in 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 earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the work referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered , up to maximum of the percentage mentioned in Schedule F and those in excess of that limit at the rates to be determined in accordance with the provisions 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 both earnest money and performance guarantee as aforesaid, 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 department, then I/we shall be debarred for tendering in CPWD in future for ever. Also, if such a violation come to notice of department before date of start of the work 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 CEO, DUSIB for a sum of Rs.....(Rupees.....)

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

- i)
- ii)
- iii)

For & on behalf of the CEO, DUSIB

Signature.....
Designation: Executive Engineer

Dated.....

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

SCHEDULE – A
Schedule of quantities (Enclosed)

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

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				

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

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

SCHEDULE - D

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

3rd PARTY QUALITY ASSURANCE

The work will be inspected by M/s Sri Ram Institute/IIT/PSU's or any other TPIM Agency appointed by Competent Authority.

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 advance for every project.
3. These charges shall be borne by the contractor for which due weight age will be considered while arriving at the justification of rates & the same will be reflected in the NIT accordingly.
4. Consultancy fee of 3rd party outside agency includes sample testing charges, if required.

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:

Type of work	1 st stage	2 nd stage	3 rd stage	4 th stage
Building work	Foundation level i/c CC & steel	Plinth level /lintel level	At the time of casting of slabs	Finishing i.e flooring / doors / tiles
Road work	Earth work/ Sub grade	Completion of WBM	After premix/ BM	After AC/mix seal /seal coat / mastic
Drain work	At the time of fixing of levels	During Construction stage	Final stage	
RMC pavement	At the time of preparation of base	During laying of RMC /level /camber	Final stage	
Footpath/Central verge i/c kerb stones/ interlocking pavers etc	At the time of preparation of base	During fixing of kerb stones	During laying of interlocking pavers etc.	Finishing
Bridges and culverts	Foundation level	Pier level	Steel/deck up slab	Finishing
Parks	Foundation level of B/ walls	During execution of B/wall / walkway.	Fixing of tiles / grit wash	Steel railing

2. 3rd Party outside agencies 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 specification and provision of the contract agreement:
 - a. Random checking of items /works being carried out/ already carry out at the time of Inspections
 - b. Reinforcement etc. to be verified before casting of RCC
 - c. Besides giving the inspections notes. The 3rd party shall also give technical advisory and suggestions 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 as per the annexure "A" 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 (which ever is applicable.)
 - f. The 3rd party agency shall thereafter submit complete and comprehensive inspection Report within 10days of the inspection to concerned SE & EE and a copy to SE(QC). 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.
 - 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 over all 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 ensure that there is an equitable distribution of building works between NCCBM & IIT Delhi
9. 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 initiated in order to avoid delay.
10. 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.
11. It shall be the obligations of 3rd party to ensure checking in time.
12. The concerned EE shall ensure that full coordination and cooperation is extended to carry out the functions and duties of the 3rd party.
13. 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.
14. 3rd party job is to be carried out in the entire DUSIB.
15. 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.
16. 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.
17. SE concern shall examine the report of 3rd party agency and shall submit the ATR of each work to concerned Chief Engineer, 3rd party as well as to the SE(QC).
18. If the agency discontinues the work DUSIB shall be at liberty to terminate the contract.
19. Concerned EE shall ensure that no payment is made to the contractor until satisfactory report has been received from the third party.
20. **For cases / works pertaining to JNNURM Scheme the work shall remain open for inspection by Third Party inspection monitoring agency (TPIMA) fixed by SLNA (State level nodal agency and CSMC (central Sanctioning & Monitoring Committee). The finding / observations of TPIMA shall be final and binding on the contractor. The contractor must invariably strictly comply with the observations with in the period of 30 days and recoveries if any / retrofitting/ re-construction etc. shall be carried out by the contractor at his own cost.**
- 21(i) The concrete design mix M-25 with or without admixture will be carried out by the contractor through one of the following laboratory/test house and no payment will be made to the contractor on A/c of fee to be paid to the agencies.
 - a) IIT Delhi
 - b) National Council of Cement and Building Materials Ballabh Garh.
 - c) CRRI Delhi
 - d) Delhi Technological University, Delhi
- ii) In the event of all the four laboratories 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.
- 22 The material for all tests shall be provided by the agency free of cost.

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) NCCBM, Ballabgarh

B) Non Government Laboratories

- i) Sri Ram Test House, Delhi
- ii) Sun Beam Auto Lab, Gurgaon
- iii) Spectro analytical Lab. Ballabgarh/Okhla

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

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

SCHEDULE- E

Reference to General Conditions of contract:

Name of work:- **Construction of 7620 (G+4) five storeyed low cost housing (under JNNURM) for Slum dwellers at Savda-Ghewra, Phase-III**

Sub-Head:-**Construction of 3560 EWS houses for Group-II in Block-F,G,H & I i/c Building work, Water Supply, Sanitary Installations, Internal Electrifications & development works such as construction of Roads, S.W. Drains, Sewerage, water supply and laying of C.C Pavement in lanes, construction of UGR including pump house, Parks etc.**

Estimated cost of work: **Rs.115,65,00,798.75**

Earnest money **Rs.1,25,63,100.00**

Performance Guarantee 5% of tendered value

Security Deposit 5% of tendered value

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

SCHEDULE - F

General Rules & Directions: **Page 86 to 88**
Officer Inviting tender: **Executive Engineer DD I**

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

See below

Definitions

Applicable

2(v)	Engineer-in-charge Executive Engineer DD I for Civil Works	
2(vii)	Accepting Authority BOARD , DUSIB	
2(x)	Percentage on cost of materials and labour to cover all overheads 15% and profits.	
2(xi)	Standard Schedule of Rates DSR 2007 with upto date corrections and approved items /rates.	
2(xii)	Department DUSIB	
9(ii)	Standard CPWD contract Form	In accordance with CPWD form 7 as modified & corrected upto date of call of tenders
Clause 1		
(i)	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance.	15 days
(ii)	Maximum allowable extension beyond the Period (provided in i) above.	7. days
Clause 2		
	Authority for fixing compensation under Clause 2.	S E I
Clause 2A		
	Whether clause 2A shall be applicable	No
Clause 5		
	Number of days from the date of issue Of letter of acceptance for reckoning date of start	15 days

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.	1/8 th of whole work	Three and half months.	@1.5% per month of delay calculated on unexecuted(Delayed work.) as per column-2
2.	3/8 th of whole work	Seven and half months	do
3.	3/4 th of whole work	Twelve months	do

Time allowed for execution of work.

Eighteen Months

Authority to decide:

- (i) Extension of time As per delegation of powers in DUSIB.
C E, DUSIB
- (ii) Rescheduling of mile stones As per delegation of powers in DUSIB.
S E I

Clause 6, 6A

Clause applicable – (6 or 6A)

Clause 7

Gross work to be done together with net payment/adjustment of advances for**3.00 Crores** material collected, if any since the last such payment for being eligible to interim payment

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. 1000 K.Newton Digital compression Testing Machine
3. Set of Sieves along with Sieve shaker (Brass sieves for testing of Coarse sand and metal sieves for stone aggregate)
4. Rebound Hammer
5. Slump Cone
6. Impact test machine
7. Cylindrical Glass Jars
8. Trays for Efflorescence
9. Vernier calipers(Digital)
10. Micro meter(Digital)
11. Weighing Balance 25 Kg. capacity of 1 gram accuracy.
12. Theodolite and level instrument
13. 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%**

Clause 10 CA Materials Covered Under this clause Base Price all the Nearest Materials (other than cement, reinforcement bars

And structural steel) for which Materials covered

All India. Wholesale Price Index under clause 10 CA* to be followed:

Material covered under this clause	Nearest material other than cement reinforcement bars & structural steel for which all India wholesale price index is to be forwarded.	Base price of all the material covered under clause 10CA
Cement	Cement	5,400/- PMT
Steel Reinforcement	Steel Reinforcement	
(i)Primary Manufacturer		45,000/- PMT
(ii)Secondary Manufacturer		40,000/- PMT
Structural Steel	Structural Steel	44,100/- PMT
Bitumen	Bitumen	44,545/- PMT

* Base price of all the materials covered under clause 10 CA is to be mentioned at the time of Approval of NIT.

Clause 11 : Specification CPWD 2009 Vol-I & II with upto date corrections to be followed for execution of work

Clause 12 Deviation limit beyond which clauses 12.2&12.3
Shall apply for building work30%.....

Deviation limit beyond which clauses 12.2&12.3
Shall apply for foundation work100%.....

Clause 16 Competent Authority for deciding reduced rates.SE-I.....

Clause 18

List of mandatory machinery, tool & plants to be deployed by the contractor at site:

- 1 Dumpers Truck/Tippers/Transit mixer
- 2 Steel Shuttering/Scaffolding
- 3 Needle vibrators
- 4 Shutter vibrator
- 5 Form work development owner, collaboration for exposed concrete work
- 6 Plate vibrator
- 7 Earth compactors
- 8 Generator 100KVA & above
- 9 Material handling equipments
- 10 Weigh batch mix plant of required capacity
- 11 Bar bending machine
- 12 Bar cutting machine
- 13 Concrete pump
- 14 Welding sets
- 15 Hopper Mixer
- 16 Tower crane
- 17 Building Hoist
- 18 Excavator
- 19 Batch mix plant
- 20 Tendom Roller/Road Roller 8-10 Tonne
- 21 Vibration Compactor
- 22 Others

Clause 36 (i)

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical /Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figure in Rs.	Words
1.	Degree	Corresponding Discipline	Project Manager	15 Years	1	75,000/-	Rs. Seventy Five Thousand
2.	Degree	--do---	Graduate Engineer	5 Years	1	50,000/-	Rs. Fifty Thousand
3.	Degree/ Diploma	---do---	Engineer (Degree) / Engineer (Diploma)	Nil 5 Years	2	40,000/-	Rs. Forty Thousand

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. One more Engineer may also be deployed for Quality Assurance.

Clause 42

(i) (a) Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2007 Printed by C.P.W.D.

(ii) Variations permissible on theoretical quantities.

(a) Cement for works with estimated cons 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.

Sl.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	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 -2007 with up to date correction slips & approved items of DUSIB., The work shall be carried out as per CPWD specifications 2009 /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 other wise 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.

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.

GENERAL CONDITIONS :-

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 neighbor hood 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 equipments

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/drains 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 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 Sheet piling 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 sheet piling.

16. Serviceable material

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

16.1 Bricks- N/A.....

16.2 Aggregate/soling (Any size):- ...N/A.....

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 off at sanitary land fill.(SLF) Supporting documents of having silt disposed off 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.

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

(1) The contractor shall procure 43 grade (conforming to IS:8112) ordinary portland cement, as required in the work from reputed manufactures of cement having a production capacity not less than 1 million tones or more per annum such as ACC, L&T, J.P. Rewa, J K, Vikram, Shri Cement, Birla Jute 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. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially.

The supply of cement shall be taken in 50 Kg. bags bearing 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.

(2) Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-charge at any time.

(3) The cement shall be got tested by the Engineer-in-charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of test shall be borne by the contractor.

(4) The actual issue & consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, action as per relevant clauses and CPWD specifications with upto date corrections shall be taken and shall be final and binding on the contractor. In case of excess consumptions no adjustment need to be made.

(5) The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from the site without the written permission of the Engineer-in-charge.

(6) The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice the Engineer-in-charge shall get it removed at the cost of the contractor. Chief Engineer may change the brand of cement depending upon availability in local market, if needed. Instructions in this respect can be issued by them at regular intervals. The name of manufacturers should be finalized after taking into consideration the suggestions of contractors during pre bid meeting if any. Similar conditions for cement of other types like slag cement etc. may be incorporated wherever required by the NIT approving authority by providing for relevant BIS Codes, suitable brands of cement and technical circulars issued by the department.

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 godowns 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 12000 bags of cement. 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 godown 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 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 (1) The contractor shall procure TMT bars of Fe 415 grade from primary producers such as SAIL or TISCO or RINL as approved by Ministry of Steel. In case of non-availability of steel from primary producers the NIT approving authority may permit use of TMT reinforcement bars procure from Secondary producers. In such cases following conditions are to be stipulated in the NIT by NIT approving authority: -

(a) The grade of steel such as Fe415 grade or other grade to be procure is to be specified as per BIS 1786-2008.

(b) The secondary producers must have valid BIS Licence to produce HSD bars conforming t IS 1786: 2008. In addition to BIS licence, the secondary have valid licence from either of the firms Tempcore, Thermex, Evcon Turbo & Turbo Quench to produce TMT bars.

(c) The TMT bars procured from primary producers shall conform to manufactures specifications.

(d) The TMT bars procured from secondary producers shall conform to the specifications as laid by Tempcore, Thermex, Evcon Turbo & Turbo as the case may be.

(e) TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786:2008 pertaining to Fe 415 grade of steel as specified in the tender .

(2) The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.

(3) Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para (1) (d) & (1) (e) above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time of written orders from the Engineer-in-charge to do so.

(4) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more, or as decided by the Engineer-in-charge.

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

(6) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

(7) All ductility requirement as per IS Code 4326, 1893, SP34 should be followed

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

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

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

(10) 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.

(11) In case contractor is permitted to use TMT reinforcement bars procured from secondary producers then:

(i) The base price of TMT reinforcement bars as stipulated under schedule 'F' shall be reduce by Rs. 3,000/- per MT or prevailing market rate whichever is higher.

(ii) The rate of providing & laying TMT reinforcement bars as quoted by the contractor in the tender shall also be reduced by Rs. 3.45 (Rs. Three and paisa Forty Five only) Per Kg. (The rate of reduction shall be same as 11.1 above converted to per Kg. plus contractor's profit and overheads as applicable) or prevailing market rates whichever is higher (currently 15%)

(12) Reinforcement steel shall be of following grade with respect to dia metre.

(i) 8 and 10mm dia TMT shall be Fe-415

(ii) 12mm and above dia shall be Fe-415

(iii) 550D can be used for which nothing extra will be paid.

(iv) Material requirements:

- Steel reinforcement and concrete used shall comply with the requirements of IS 456:2000-Code of Practice for plain and reinforced concrete (fourth revision)
- The scaffolding and formwork design shall meet the requirement of IS 14687:1999-Guidelines for false work for concrete.
- Good flowing concrete of design mix M-25 with suitable admixture shall be used in construction to avoid honey combing/defects in this elements.

20. Superstructure

20.1

- The detailing at the joints of wall panels and between wall and floor/roof panels shall ensure continuity.
- The detailing requirements as per IS 456:2000-Code of Practice for plain and reinforced concrete (fourth revision) and IS 13920:1993-Code of Practice for ductile detailing of reinforced concrete structures subjected to seismic forces, as applicable shall be complied.

20.2 General precautions

All needed precautions as essential shall be taken when concreting is stopped and restarted to ensure monolithic work. All aspects relating to cleaning of the surface, cooling etc. as per good construction practice as laid out in relevant standards/ guidelines shall be followed.

20.3 Nothing extra shall be paid on account of providing aluminum/PVC form works, cost/mixing of admixtures etc. in the cement concrete for construction of walls of the flats.

21. Permissible variation in cement & steel

21.1 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.

21.2. No 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.

22. 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.

23. 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.

24. Concrete

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

24.2 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.

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

25 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.

26. 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.

27. 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.

28. Responsibility of damage to person or property

28.1 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.

28.2 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.

28.3 When the work is done near a place where there is risk of danger/ accident, 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.

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

29. Insurance

The contractor will be responsible for obtaining "Contractor All Risk Policy" towards entire cost of the work and will obtain workmen compensation policy at his own cost. The policy should cover entire tenure of contract inclusive of extended period, if any.

30. Contractor to indemnify

The contractor shall be liable for and shall also indemnify the DUSIB against all liabilities, losses, claims, demands, proceedings, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the 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.

31. Electricity

31.1 The contractor shall arrange on his own the electricity/power connection of required capacity for carrying out the works. The owner 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.

31.2 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.

31.3 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.

31.4 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.

32. 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.

33. Watch and ward

33.1 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.

33.2 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.

33.3 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, live stock and for execution of works. Nothing extra shall be paid on this account unless otherwise specified in the Bill of Quantity.

34. Inspection / Checking of works

34.1 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.

34.1.1 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.

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

34.1.3 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.

34.2 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

34.3 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 (for projects under JNNURM Scheme) 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

34.4 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.

35. 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, 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.

36. 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

37. 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.

38. Payments

38.1 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.

38.2 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 persue 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.

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

39. 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

40. Safety Measures-

40.1 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 upto and including 3 M (10 feet) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm (1 foot) of length. Uniform step spacing shall not exceed 30 cm (1 foot). Adequate precaution shall be taken to prevent danger from electrical equipment.

40.2 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.

40.3 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.

40.4 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.

40.5 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.

40.6 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.

40.7 (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.

40.8 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.

40.9 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.

40.10 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.

40.11 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.

40.12 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.

41. 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 else where shall be taken by the contractor at his own cost and nothing shall be payable.

42. 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.

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

44. The work shall be executed of monolithic technology and as per the guide lines circulated by Building Material & Technology Promotion Council (BMTPC) in the attached Annexure-A

45. Adequate spaces free of any charges shall also be provided by the department for temporary installing the fabrication units of any kind including batch mixing plant.

46. The space shall be utilized for the fabrication units/ batch mixing plant only for the work under reference.

47. The space used for installation of fabrication units/batch mixing plant shall have to be cleared before recording the physical completion of work.

DELHI URBAN SHELTER IMPROVEMENT BOARD

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

- CPWD safety code shall be read as “Safety Code”.
- Model rules for the protection of health, Sanitary arrangement for workers employed by MCD or its contractors shall be read by substituting DUSIB for MCD, remaining para remains unchanged.
- CPWD contractor’s Labour regulations shall be read as CPWD / PWD (Delhi Administration) / contractor’s Labour regulation.
- Where ever the word MCD appears in General Rules & Directions same shall be read as DUSIB.

General Rules & Directions

1 - All Work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in Newspapers as the case may be and on the following 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 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 thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

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

Applicable for Item Rate Tender only (CPWD – 8)

4. Any person who submits online a tender in the usual printed form, shall state at what rate he is willing to undertake each item of the work. Tender, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one. **E-tendering procedure shall prevail.**

4A. Applicable for Percentage Rate Tender only (CPWD-7)

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

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 /subhead of the tender.
3. The percentage quoted above/ below is different in figures & words on the total amount of tender or any sections / sub head of the tender.

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

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 in 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 .

4B : In case the lowest tendered amount (estimated cost +- amount worked on the basis of percentage above / below) of two or more contractors is same, such lowest contractors will be asked to submit 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 in 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 several tenderers in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest. **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 in figures or if words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

Applicable for Percentage Rate Tender only

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

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

Applicable for Percentage Rate Tender only

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

13. (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 cash (in case guarantee amount is less than Rs. 10,000/-) or deposit at call receipt of any scheduled bank / Banker's cheque of any scheduled bank / Demand Draft of any scheduled bank/ pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government securities or Fixed deposit receipts or Guarantee bonds of any Scheduled Bank or state Bank of India in accordance with the prescribed form.

(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 be equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. 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. Sales Tax/ Vat tax (Except service tax), purchase Tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and DUSIB will not entertain any claim whatsoever in respect of the same. However , in respect of service tax , same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the engineer – in- Charge after satisfying that it has been actually and genuinely paid by the contractor.

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 of context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

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

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

IV. The **‘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’

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 case 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.

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.

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 scale and any special condition in preference to General Conditions.

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

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

8.2 If there are varying 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 at page 5.

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 4 to 15 days of issue of letter of acceptance of tender. This period can be further extended by the Engineer-in-charge up to a maximum period of 3 to 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee to the satisfaction of the Engineer in charge. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or deposit at call receipt of any scheduled bank / banker's cheque of any scheduled bank / demand draft of any scheduled bank/ pay order of any scheduled bank / in case guarantee amount is less than Rs. 100000/-) or Govt. Securities or fixed deposit receipts or guarantee bonds of any scheduled bank or the state bank of India in accordance with the form annexed here to. In case FDR of any bank is furnished by the contractor to the Delhi Urban Shelter Improvement Board (DUSIB) as part of the performance guarantee and the bank is unable to make payment against the said FDR, the loss caused there by shall fall on the contractor and the contractor shall forth with on demand furnished additional security to the DUSIB to make good the deficit.
- (ii) 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 7 to 22 days from the date of issue of letter of acceptance.
- (iii) 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.
- (iv) 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.
- (v) 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.

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 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by DUSIB by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Govt. securities or FDRs. In case a FDR of any bank is furnished by the contractor to the DUSIB as part of the security deposit and the bank is unable to make payment against the said FDR, the loss caused thereby shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the DUSIB to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by 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 and the Earnest Money deposited at the time of tenders will be treated as part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5.00 lac subject to the condition that the amount of such bank guarantee, except last one shall not be less than Rs. 5.00 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause-17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 & clause 5.

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

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

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

CLAUSE 2

Compensation for Delay

If the contractor fails to maintain the required progress in terms of Clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, 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 or such smaller amount as the Authority specified in schedule “F” (Whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / monthg (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

(i) Compensation for delay of work

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1.5% per Month of delay to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. 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 at the final grant of Extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on each withheld amount.

CLAUSE 2A- Incentive for early completion

In case the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (One percent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (Five percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the clause 2A shall be applicable only when so provided in schedule F.

CLAUSE 3: When Contract Can Be Determined

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

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper 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 so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in- Charge.
- iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- 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 Government 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, 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 (of which termination or rescission notice in writing to the contractor under the hand of Engineer-In- Charge shall be conclusive evidence). Upon such determination or rescission, the 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 determined 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, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4

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

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

CLAUSE – 5 Time 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 whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid. DUSIB shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

5.1 As soon as possible after the contract is concluded the Contractor shall submit a Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time Imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs

for any work a separate programme has been agreed upon) complete the work as per milestone given in schedule "F".

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 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 which, in the absolute discretion 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 but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 "Request for rescheduling of Milestones as per schedule-F and 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 to the authority as indicated in Schedule F. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 - In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the authority as indicated in Schedule F in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the authority as indicated in Schedule F and this shall be binding on the contractor'

CLAUSE 6- Measurements of Work Done

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

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

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

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

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

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

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

rates as decided by the Engineer – in – Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the contractor to the Engineer – in – Charge of his Asstt. Engineer together with the account of the material is issued by the department, or dismantled materials, if any.

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

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

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

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 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 be 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 ten days notice in writing to the contractor.

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

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

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15,000 (Rs. Fifteen thousand only) 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.

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.15 lakhs : | 3 months. |
| ii) If the Tendered value of work exceeds Rs.15 lakhs: | 6 months. |

CLAUSE 9A- Payment of contractor's bills to banks

Payments due to the contractor may, if so desired by him, be made to his bank, 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 the 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 Government 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 apart 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 authorised representative shall at all times have access to the works and to all workshops and place where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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

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

The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 90% 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 from scheduled Bank for the amount of advance & valid for the contract period. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest. 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 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 the price of any material incorporated in the works (excluding the materials covered under clause 10C A and not being a material supplied from the Engineer-in-Charge's stores in accordance with clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax/VAT, Central/ State Excise/ Custom duty) beyond the prices/ wages prevailing at the time of the last stipulated date for 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 Claus 2 then the amount of the contract shall accordingly be varied and provided further any such increase shall be limited to the price/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, which ever is less.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour 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 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-Charges 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 may 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 the work executed during the period under consideration shall be 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 adult male mazdoor, fixed under any law, statutory rule or order.

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 price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) 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 stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase/decrease in price of cement, steel reinforcement and structural steel shall be determined by the Price indices issued by the Director General (Works), 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 and base price for cement, Steel reinforcement and structural steel as issued under the authority of Director General (Works) CPWD applicable for Delhi and NCR base price of other materials as indicated in Schedule ‘F’ as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. 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 :-

CI - C_{Io}

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

Where,

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

P = Base Price of material as issued under authority of DG(W), CPWD or as indicated in Schedule ‘F’ valid at the time of the last stipulated date of receipt of tender including extensions, if any.

Q = Quantity of material brought at site for bonafide use in the works since previous bill.

C_{Io} = Price index for cement, steel reinforcement bars and structural steel as issued by the DG(W), CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any. 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 as valid on the last stipulated date of receipt of tenders including extensions, if any.

CI = Price Index for cement, steel reinforcement bars and structural steel as issued under the authority of DG(W), 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 stipulated date of completion or the prevailing index of the period under consideration, whichever is less, 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.

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 week, 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.

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 Deviation Extra Items and Pricing

In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-charge shall within one month 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.

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 :

Deviation, Substituted Items, Pricing

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

Deviation, Deviated Quantities, Pricing

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 one month 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.

12.3 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.

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, DUSIB shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Engineer – in – Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

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

(ii) 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 of otherwise, the Engineer – in – Charge shall be entitled to recover or be credited with any outstanding balance due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the department from the contractor under the terms of the contract.

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

If contractor:

i) At any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days 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 after a notice in writing is given to him in that behalf by the Engineer-in- Charge; or

iii) Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

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 Govt., 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/pa* 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 the 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 from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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

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

CLAUSE 15 Suspension of Work

(i) The contractor shall, on receipt of the order in writing of the Engineer – in – Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works 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 work 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.

Provided, further, that 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 material in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force major including non – allotment of such materials by controlling authorities, acts of God, acts of enemies of the state / country or any reasonable cause beyond the control of the DUSIB.

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

All works under or in course of execution or execution in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer – in – Charge, his authorized subordinates in charge of the work and all the superior officers, officers of the Quality Control Organization of the Department and the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer – in – Charge or his authorised subordinates in charge of the work or to the 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 competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and / or get it and other connected and incident items rectified, or remove and re-executed at the risk and cost of the contractor. Decision of the Engineer – in – Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17 Contractor Liable for Damages, Defects during maintenance period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road 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 of 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), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in the these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer – in – Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighting and assisting the measurement for examination at anytime and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer – in – Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or a sufficient portions thereof.

CLAUSE 18A -Recovery of Compensation paid to Workman

In every case in which by virtue of the provisions Sub – section (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 virtue 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. 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 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 Cass 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. 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 of 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. 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. 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 laborers each on the scale of not less than four per each on hundred of the total strength, separate latrines and urinals being provided for women.

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

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

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

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

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

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

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

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

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

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

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

CLAUES 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 upto 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

CLAUSE 19K- Employment of Skilled / semi skilled workers

The contractor shall, at all stage of work, deploy skilled/semi skilled 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 20% of total skilled / semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognize Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman 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 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 as he may deem best suited to the interest of DUSIB. and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

CLAUSE 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of 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 like wise 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 contact shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

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

CLAUSE 25- Settlement of Disputes & Arbitration

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

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

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

(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para: (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer DUSIB, in charge of the work or if there is no Chief Engineer, the Member Engineering DUSIB if there is no member Engineering then CEO (DUSIB). If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such Chief Engineer, DUSIB or Member Engineering, DUSIB or CEO (DUSIB) as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitrator at all.

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

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

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

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

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

CLAUSE 26 Contractor to indemnify 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 specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications, if not available then as per Local Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer – in – Charge.

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

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer – in – Charge or the 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 of the 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 of the DUSIB shall be entitled to withhold and have alien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer – in – Charge of the DUSIB or any contracting person through the Engineer – in – Charge pending finalisation or adjudication or any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer – in – Charge will be kept withheld or retained as such by the Engineer – in – Charge of 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 woks and the final bills of the contractor including all supporting vouchers, abstract, etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over – payment and it shall be lawful for DUSIB to recover the same from his in the manner prescribed in sub – clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under – payment shall be duly paid by 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 of 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 of the 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 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 this well and shall restore the ground to its original condition after the wells are dismantled on completion of work.

CLUASE 33 -Return of surplus materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of 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 there 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 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 and 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 authorized agent daily. In case the contractor contests the correctness of the entries and / or fails to sign the Log Book the decision of the Engineer – in – Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).

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

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

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

(xiii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer – in – Charge to suspend execution of the work, provided 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 representatives 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) 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) Sales tax/Vat (except service tax), building and other construction workers welfare cess or any other tax or cess in respect of this contract shall be payable by the contractor and DUSIB shall not entertain any claim whatsoever in this respect. However in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-charge after satisfying that it has been actually and genuinely paid by the contractor.

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

(iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the DUSIB and does not any time become payable by the contractor to the DUSIB 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 -Concessions for reimbursement of Levy / Taxes if levied after receipt of tenders

(i) All tendered rates shall be inclusive of all taxes and levies (except service tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by the statute, after the last stipulated date for receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the 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.

(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 MCD 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.

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 gazetted 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. *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.

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 intermittenly. 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 fro 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 test 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 marble.

(m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

(n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it guard against insecure fastening due to corrosion of the rung fixed to manhole well.

(o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

(p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regards in an individual case will be final.

(vi) The Contractor shall not employed men and women below the age of 18 years on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:-

(a) No paint containing lead or lead products shall be used except in form of paste or ready-made paint.

(b) Suitable facemasks should be supplied for use the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.

(c) The contractors to the workmen shall supply overalls and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. 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 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 salvolatile 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 salvolatile having the dose and mode of administrator indicated on the label.
8. 1 roll of adhesive plaster
9. 1 snakebite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair of scissors.
12. 1 copy of the first aid leaflet issued by Director General, Factory Advise Service and Labour Institutes, Govt. of India.
13. 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
14. Ointment for burns
15. A bottle of suitable surgical antiseptic solution.

(iii) Adequate arrangement shall be made for immediate 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 masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than borehole system.

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

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

(v) There shall be at least one urinal for male workers up to 50 and one for female workers up to 50 employed at a time, provided that where the number of male or female workmen, as the case may be exceed 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereof.

(vi) (a) The Latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirement of the Public Health Authorities.

(vii) Water shall be provided by means of tap or otherwise so as to conveniently accessible in or near the latrines and urinals.

(viii) *Disposal of excreta*: - Unless otherwise arranged for the local sanitary authority, arrangement for proper disposal of excreta by incineration at the work place shall be made by means of suitable incineration. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (When it will turn to manure)

(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 filling up of any borrow pits which may have been dug by him.

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

12. Amendments

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 or to other person authorized by him in this behalf.
- (vii) All wages shall be paid in current coin or currency or in both.
- (viii) Wages shall be paid without any deduction of any kind except those specified by the 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 in the presence of the junior Engineer or any other authorized representatives of the Chief Engineer who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- (xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Chief as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "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 in my presence 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
 (Indicate Nature)
 Total Deductions If any,
 (Indicate Nature)
 Net Amount Paid
 Signature or thumb Impression of workmen
 Initial of Contractor or his Representative
 Amount of Wages earned

Appendix 'VIII'**Wage Card No.**.....**Wage Card**

Name and Address of Contractor.....

Date of Issue.....

Name and Location of Work

Designation.....

Name of Workmen.....

Month/Fortnight.....

Rate of Wages.....

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'**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

**INFORMATION REGARDING ELIGIBILITY
LETTER OF TRANSMITTAL**

From:

To

The Executive Engineer

.....

Subject : Submission of bids for the work of

Sir,

Having examined the details (uploaded bid document) for the above work. I/We hereby submit the relevant information.

1. I/We hereby certify that all the statement made and information supplied in the enclosed forms A to H and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize the Executive Engineer to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Executive Engineer to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works :

Name of work

Certificate from

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s).

FORM 'A'
FINANCIAL INFORMATION

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)

Years

--	--	--	--	--

- i) Gross Annual turn over on construction works.
- ii) Profit/Loss

Financial arrangements for carrying out the proposed work.
Solvency Certificate from Bankers of the bidder in the prescribed Form "B".

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

FORM "B"
FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s.....
having marginally noted address, a customer of bank are/is respectable and can be treated as good for any
engagement up to a limit of Rs..... (Rupees.....)
This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

- 1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- 2) In case of partnership for certificate should include names of all partners as recorded with the Bank.

FORM 'C'**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH**

S. No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation /Arbitration cases pending/ in progress with details*	Name and address/ telephone no. of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

- Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

FORM 'D'
PROJECTS UNDER EXECUTION OR AWARDED

S.No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow Progress if any and reasons thereof	Name & address/tele Phone no. of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

FORM 'E'**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "C" & "D"**

1. Name of work/project & location
2. Agreement no.
3. Estimated cost
4. Tendered cost
5. Date of start
6. Date of completion
 - i) Stipulated date of completion
 - ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any
9. Performance Report

- 1) Quality of work
Very Good/Good/Fair/Poor
- 2) Financial soundness
Very Good/Good/Fair/Poor
- 3) Technical Proficiency
Very Good/Good/Fair/Poor
- 4) Resourcefulness
Very Good/Good/Fair/Poor
- 5) General Behaviour
Very Good/Good/Fair/Poor

Executive Engineer or Equivalent

Dated:

FORM "F"**STRUCTURE & ORGANISATION**

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder (attach copies of original document defining the legal status)
 - a. An individual
 - b. A proprietary firm
 - c. A firm in partnership
 - d. A limited company or Corporation

Particulars of registration with various Government Bodies (attach attested photocopy)

Organisation/Place of registration**Registration No.**

- 1.
- 2.
- 3.
4. Names and titles of Directors & Officers with designation to be concerned with this work.
5. Designation of individuals authorized to act for the organization
6. Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give name of the project and reasons of suspension of work.
7. Has the bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
8. Has the bidder, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.
9. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
10. In which field of Civil Engineering construction the bidder has specialization and interest?
11. Any other information considered necessary but not included above.

Signature of Bidder(s)

FORM 'G'**DETAILS OF TECHNICAL & ADMINSTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

S.No.	Designation	Total number	Number available for this work	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of Bidder(s)

FORM 'H'
DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED IN
CARRYING OUT THE WORK

S.no.	Name of equipment	Nos	Capacity or type	Age	Condition	Ownership status			Current Location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11
	Earth moving equipment 1. Excavators (various sizes) Equipment for hoisting lifting 1. Tower 2. Builder's hoist Equipment for concrete work 1. Concrete batching plant 2. Concrete pump 3. Concrete transit mixer 4. Concrete mixer (Diesel) 5. Concrete mixer (Electrical) 6. Needle Vibrator (electrical) 7. Needle vibrator (Petrol) 8. Table vibrator (elect./Petrol) Equipment for building work 1. Block making machine 2. Bar bending machine 3. Bar cutting machine 4. Wood thickness planer 5. Drilling machine 6. Circular saw machine 7. Welding generators 8. Welding transformer 9. Cube testing machine 10. M.S. Pipes 11. Steel Shuttering 12. Steel scaffolding 13. Grinding/polishing machines Equipment for road work 1. Road rollers 2. Bitumen paver 3. Hot mix plant 4. Spreaders 5. Earth rammers 6. Vibratory road rollers Equipment for transportation 1. Tippers 2. Trucks Pneumatic equipment 1. Air compressor (diesel) De-watering equipment 1. Pump (diesel) 2. Pump (electrical) Power equipment 1. Diesel generators (Any other plant/ equipment)									

Signature of Bidder(s)

NOTE: ABOVE LIST MAY BE MODIFIED SUITABLY BY NIT APPROVING AUTHORITY CONFORMING TO MARKING CRITERIA GIVEN AT ANNEXURE-I (THIS NOTE IS NOT TO BE CONTAINED IN BID DOCUMENTS WHILE UPLOADING THE SAME)

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

SCHEDULE – A

Schedule of quantities (Enclosed)

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

All the material to be arranged by the Contractor.

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

All tools & plants are to be arranged by the Contractor.

SCHEDULE - D

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

3rd PARTY QUALITY ASSURANCE

For all the works of DUSIB Costing more than Rs. 25.00 Lacs , the 3rd Party Quality Assurance / Audit will be carried out by the selected out side organizations as named below:

S.No.	Magnitude of Works	Consultancy fees		
		IIT	NCCBM	CRRRI
1	For Works upto 150 Lacs	2.00% plus Service Charge as admissible	2.00% Plus Service Tax & education Cess as applicable	1.50% Plus Service Tax & education Cess as applicable
2	For Works above 150 Lacs	1.75%plus Service Charge as admissible subject to minimum of Rs 3.00 lacs	1.75% Plus Service Tax & education Cess as applicable subject to minimum of 3.00 lacs	
3	For checking & approval of design/ drawings for works up to 150 lacs	0.5% but not less than Rs. 25000/- plus service charge as admissible	0.5% of total contractual cost subject to min. Rs. 25000/- plus service tax & education cess at applicable rates (50% of above for design check of repetitive work where design is already checked by us and only foundation design is to be checked.	-----
4	For checking & approval of design/ drawings for works above 150 lacs	0.35% but not less than Rs. 75000/- plus service charge as admissible	0.35% of total contractual cost subject to min. Rs. 75000/- plus service tax & education cess at applicable rates (50% of above for design check of repetitive work where design is already checked by us and only foundation design is to be checked.	-----

47. The above charges shall be on the total contractual cost of the work.
48. CRRRI shall conduct 3rd party quality assurance/ audit for road work only. IIT Delhi shall take up only building work. NCCBM will take up building work and only rigid pavement.
49. The payment to the 3rd party organizations shall be made in advance for every project.
50. These charges shall be borne by the contractor for which due weight age will be considered while arriving at the justification of rates & the same will be reflected in the NIT accordingly.
51. Consultancy fee of 3rd party outside agency includes sample testing charges, if required

The following modalities will be followed by the all concerned

5. 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:

Type of work	1 st stage	2 nd stage	3 rd stage	4 th stage
Building work	Foundation level i/c CC & steel	Plinth level /intel level	At the time of casting of slabs	Finishing i.e flooring / doors / tiles
Road work	Earth work/ Sub grade	Completion of WBM	After premix/ BM	After AC/mix seal /seal coat / mastic
Drain work	At the time of fixing of levels	During Construction stage	Final stage	
RMC pavement	At the time of preparation of base	During laying of RMC /level /camber	Final stage	
Footpath/Central verge i/c kerb stones/ interlocking pavers etc	At the time of preparation of base	During fixing of kerb stones	During laying of interlocking pavers etc.	Finishing
Bridges and culverts	Foundation level	Pier level	Steel/deck up slab	Finishing
Parks	Foundation level of B/ walls	During execution of B/wall / walkway.	Fixing of tiles / grit wash	Steel railing

6. 3rd Party outside agencies i.e CRRRI/ IIT & NCCBM 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.
7. 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.
8. During the inspections the 3rd party shall carry out thorough checking of works as per CPWD / specified specification and provision of the contract agreement:
 - a. Random checking of items /works being carried out/ already carry out at the time of Inspections
 - b. Reinforcement etc. to be verified before casting of RCC
 - c. Besides giving the inspections notes. The 3rd party shall also give technical advisory and suggestions 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 as per the annexure "A" 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 (which ever is applicable.)
 - a. The 3rd party agency shall thereafter submit complete and comprehensive inspection Report within 10days of the inspection to concerned SE & EE and a copy to SE(QC). 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.
 - 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 over all 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 ensure that there is an equitable distribution of building works between NCCBM & IIT Delhi
 9. 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 initiated in order to avoid delay.
 10. 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.
 11. It shall be the reciprocal obligations of both EE and 3rd party to ensure checking in time.
 12. The concerned EE shall ensure that full coordination and cooperation is extended to carry out the functions and duties of the 3rd party.
 13. 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.
 14. 3rd party job is to be carried out in the entire DUSIB.
 15. 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.
 16. 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.
 17. SE concern shall examine the report of 3rd party agency and shall submit the ATR of each work to concerned Chief Engineer, 3rd party as well as to the SE(QC).
 18. If the agency discontinues the work DUSIB shall be at liberty to terminate the contract.
 19. Concerned EE shall ensure that no payment is made to the contractor until satisfactory report has been received from the third party.
 20. **For cases / works pertaining to JNNURM Scheme the work shall remain open for inspection by Third Party inspection monitoring agency (TPIMA) fixed by SLNA (State level nodal agency and CSMC (central Sanctioning & Monitoring Committee). The finding / observations of TPIMA shall be final and binding on the contractor. The contractor must invariably strictly comply with the observations with in the period of 30 days and recoveries if any / retrofitting/ re-construction etc. shall be carried out by the contractor at his own cost.**

MINOR COMPONENT**SCHEDULE- E**

Reference to General Conditions of contract

Name of work:- **Construction of 7620 (G+4) five storeyed low cost housing (under JNNURM) for Slum dwellers at Savda-Ghewra, Phase-III**

Sub-Head:-**Construction of 3560 EWS houses for Group-II in Block-F,G,H & I i/c Building work, Water Supply, Sanitary Installations, Internal Electrifications & development works such as construction of Roads, S.W. Drains, Sewerage, water supply and laying of C.C Pavement in lanes, construction of UGR including pump house, Parks etc.**

Estimated cost of work	: Rs.4,06,26,008.00
Earnest money	: As per composite tender
Performance Guarantee	: As per composite tender
Security Deposit	: 5 % of tender value of electrical component

SCHEDULE - F

General Rules & Directions:

Officer Inviting tender: **Executive Engineer DD-I**

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

Definitions

2(v)	Engineer-in-charge Executive Engineer ED I
2(vii)	Accepting Authority
2(x)	Percentage on cost of materials and labour to cover all overheads 15% and profits.
2(xi)	Standard Schedule of Rates DSR 2007(I.E.) and Market Rates .
2(xii)	Department

DUSIB

DUSIB Raja Garden , New Delhi-110027

9(ii) Standard CPWD contract Form **CPWD form 7/8 as modified & corrected upto receipt of tender**

Clause 1

- | | | |
|------|--|-------------------------|
| (i) | Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance. | As per composite tender |
| (ii) | Maximum allowable extension beyond the Period (provided in i) above. | As per composite tender |

Clause 2

Authority for fixing compensation under Clause 2

CE(DUSIB)**Clause 2A**

Whether clause 2A shall be applicable

Not Applicable**Clause 5**Number of days from the date of issue
of letter of acceptance for reckoning date of start

As per composite tender .

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.	1/8 th of whole work	1/4 th (of whole work)	In the event of not achieving the necessary progress as assessed from the running. payment . 1% of tender value the work will be withheld from the bill to achieve each milestone
2.	3/8 ^t of whole work	1/2 (of whole work)	
3.	3/4 ^t of whole work	3/4 th (of whole work)	
4.	Full	Full	

Time allowed for execution of work.

Fifteen Months**Authority to decide:**

- (i) Extension of time As per delegation of powers in DUSIB.
C E DUSIB
- (ii) Rescheduling of mile stones As per delegation of powers in DUSIB.
C E DUSIB

Clause 6, 6A

Clause applicable – (6 or 6A)

Clause 7

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

Clause 10A

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

1. Vernier calipers(Digital)
2. Weighing Balance 25 Kg capacity of 1 gram accuracy.
3. Earth Tester (Digital)
4. Meger (Digital)
5. Screw gauge (Digital)

Clause 10 B (ii)**Mobilization advance****Not Applicable.****Clause 10C**Component of labour expressed of value of work =**30.%**

Clause 10 CA

* Base price of all the materials covered under clause 10 CA are as under :

Material covered under this clause	Nearest material other than cement reinforcement bars & structural steel for which all India wholesale price index is to be forwarded.	Base price of all the material covered under clause 10CA
Cement	Cement	5,400/- PMT
Steel Reinforcement	Steel Reinforcement	
(i)Primary Manufacturer		45,000/- PMT
(ii)Secondary Manufacturer		40,000/- PMT
Structural Steel	Structural Steel	44,100/- PMT
Bitumen	Bitumen	44,545/- PMT

Clause 10CC

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

Not Applicable.

Schedule of component of other materials, Labour , POL etc. for price escalation .

Clause 11 : Specification to be followed for execution of work CPWD General Specifications 2005 (Internal) for internal I.E. work and for schedule items & for market rates, prevalent ISI / BS / ISO Specification shall be adopted .

Clause 12

Deviation limit beyond which clauses 12.2&12.3 Shall apply for building work(Electrical Works)

Up to 20% C.E.O. (DUSIB).

Deviation limit beyond which clauses 12.2&12.3 Shall apply for

- (a) foundation work
(b) Super Structure

Up to 20% with revision of Estimates

Clause 16

Competent Authority for deciding reduced rates.

As per power of DUSIB

Clause 36 (i)

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical /Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figure in Rs.	Words
1.	Degree	Elect.	Technical representative	5 Years	1	35,000/-	Rs. Thirty Five Thousand
2.	Degree/ Diploma	--do-- ---do---	Technical representative Technical representative Technical representative	Nil 5 Years	2	30,000/-	Rs.Thirty Thousand

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

Clause 42

- | | | |
|------|--|---|
| (i) | Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Deli Schedule of Rates printed by C.P.W.D. | Not Applicable |
| (ii) | (a) Variations permissible on theoretical quantities. | Not Applicable |
| | (b) Cement for works with estimated cost put to Tender not more than Rs.5 Laks | Not Applicable |
| | © For works with estimated cost put to tender more than 5 laks | Not Applicable |
| | (d) Bitumen for all works, | Not Applicable |
| | (e) Steel Reinforcement and structural Steel sections for each diameter, Section and category | Not Applicable |
| | (f) All other materials | As per electrical CPWD Specification 2005 I.E. & 1994 External. |

SPECIAL CONDITIONS FOR ELECTRICAL WORKS

1. Main eligible agency (L-1) should have experience as mentioned below for execution of electrical work

(a) The agency should have completed successfully in their own name in last 7 years ending last day of the previous month to the one in which tenders are invited.

(i) At least three electrical works of value not less than Rs.40% each of the estimated cost of Electrical work contained in the Vol-II of tender.

OR

(ii) At least two electrical works of value not less than Rs.50% each of the estimated cost of Electrical work contained in Vol-II of tender.

OR

(iii) One electrical work of value not less than Rs. 80% of the estimated cost of Electrical work contained in Vol-II of tender.

(At least one of the eligible work should necessarily be executed for internal Electrical work in a Govt. Sector agencies for multistoried buildings like offices / schools / Court Buildings / Housing Complexes / Hospitals)

Similar work means internal and external electrification works.

(b) The agency should possess valid electrical license to undertake electrical works of this nature in Delhi.

2. If the main agency could not fulfill the above condition no. : 1, then the main agency has to associate with electrical agency fulfilling the following criteria.

(A) This being a electrical works contained internal electrical works are essentially to be executed from those agencies who are registered with CPWD and those on appropriate list of Department of Telecommunications, MES, Railways, DDA, NDMC, MCD, I&F deptt. (Delhi), DJB & State PWD as electrical contractors in appropriate class.

Only such electrical contractors who satisfy the below mentioned conditions shall be eligible to execute the electrical work.

(B) They should have completed successfully in their own name in last 7 years ending last day of the previous month to the one in which tenders are invited.

(i) At least three similar electrical works of value not less than Rs. 40% each of the estimated cost of Electrical work contained in the Vol-II of tender.

OR

(ii) At least two similar electrical works of value not less than Rs. 50% each of the estimated cost of Electrical work contained in Vol-II of tender.

OR

- (iii) One similar electrical work of value not less than Rs. 80% of the estimated cost of Electrical work contained in Vol-II of tender.

(At least one of the eligible work should necessarily be executed for internal Electrical work in a Multistoried buildings like offices / schools / Court Buildings / Housing Complexes / Hospitals)

Similar work means internal and external electrification works.

- (C) They should possess valid electrical license authorizing them to undertake electrical works of this nature in Delhi.

- (i) The main agency shall submit name of the electrical contractor along with their credentials before award of work alongwith Willingness certificate letter in the enclosed proporma from the associated electrical agency confirming undertaking of this job duly countersigned by the main agency. Main agency is free to nominate more than one agency (Maximum up to three). But each nomination should be accompanied with willingness of such nominated electrical contractor subjected to the special condition no. – 1 & 2.
- (ii) Engineer-in-charge (Electrical) shall approve the eligible electrical contractors as associates of the main agency.

- (D) Award of work to the main agency shall specify the accepted value of electrical work & name of the associated electrical agency.

- (E) After award of work, the main agency has to enter into an agreement with the associated electrical agency by him execution of electrical component within 15 days from the date of L.O.A. issued. Certified true copy of such agreement shall be submitted to Engineer-in-charge (Electrical) as well as to Engineer-in-charge (Electrical) of Major component by the main agency.

- (F) No change in the electrical agency shall be permitted without prior approval of the department. In case of dispute between the two agencies, the main agency with the prior approval of department shall have to submit, further up to three names of electrical contractors qualifying as per terms stated above. The approval of the department for such change shall be essential.

3. The work shall be carried out strictly in accordance with CPWD specifications for Electrical works 2005 (Internal) and 1995 (External) as amended upto date and in accordance with Indian Electricity Rules, 1956, Indian Electricity Act, 1910 as amended up to date.
4. The Contractor shall take all the precautions as per Indian Electrical Rule.
5. The contractor shall study the drawing for the internal electrical works as guidance. However, he will get the work plan approved from the Engineer-in-charge before execution.
6. Material to be used shall be got approved before installations from the Engineer-in-charge (Electrical).
7. Any minor item not mentioned in the nomenclature / Drawing or otherwise and if necessary to be executed in views of the Engineer-in-charge (Electrical) is deemed to be included and the same shall be provided without any extra cost.
8. The Contractor shall make good of all the excavation works to the satisfaction of the Engineer-in-charge (Electrical).

9. The contractor shall provide the required Test Certificates from the manufacture and shall also bear all the expenses for material to be tested from the designated laboratories as specified in Vol.-1. Nothing shall be paid on this account.
- 10.(a) The work is being executed as part of GOI scheme of BSUP under JNNURM. As mentioned in the scheme the work shall be inspected by :-
- (i) TPIM agency appointed by GNCTD.
 - (ii) TPIM agency appointed by GOI.
- (b). The work will also be periodically inspected by M/s Shri Ram Institute or any other TPIM agency appointed by DUSIB to carry out the work of inspection in its behalf.
11. The work may be inspected by QMS Division of DUSIB besides Central Vigilance Commission / any deductions / compensation proposed by TPIM / TPQC / CVC or any agency approved by DUSIB in regard to defective work or work not confirming to specification, loss of time, amount shall be deducted from their bills or by sale of their properties at site.
12. The contractor shall make adequate arrangements for the safety of the workers to avoid any mishappening / accident at site. However, in case of any accident / mishappening, the contractor shall be fully responsible & liable.

General Conditions and Specifications for Electrical Work.

1. The work shall be carried out strictly in accordance with CPWD specifications for Electrical works 2005 (internal) and 1995 (External) as amended upto date and in accordance with Indian Electricity Rules, 1956, Indian Electricity Act, 1910 as amended upto date.
2. The work shall be carried out according to approved drawing and as per instructions of the Engineer-in-charge (Electrical) who will have the right to change the layout as per requirement at site and the contractor shall not have any claim due to change in layout.
3. All damages done to the building during execution of Electrical work shall be the responsibility of the contractor and the same will be made good immediately at his own cost to the satisfaction of the Engineer-in-charge (Electrical). Any expenditure incurred by the department in this conditions shall be recovered from the contractor and decision of the Engineer-in-charge (Electrical) about recovery shall be final.
4. The bad workmanship will not be accepted and all the defects shall be rectified by the contractor, if the defects are not rectified, the same shall be got done to the entire satisfaction of Engineer-in-charge (Electrical) at the risk and cost of the contractor. The schedule of electrical works is to be co-ordinated in accordance with the building work.
5. All the debris of the electrical works should be removed and the site should be cleared by the contractor immediately after the accruing of debris, Similarly any rejected material should be immediately cleared off from the site by the contractor.
6. Issue of material to the contractor wherever stipulated, shall be according to the requirement at site from time to time depending upon the progress of work.
7. Cement, sand etc. for this work is to be arranged by the contractor himself and nothing extra will be paid on this account.
8. The contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-charge (Electrical) and to comply with the remarks therein.

9. The contractor shall make his own arrangement at his own cost for electrical general tools and plants required for the work including arrangement of water and electricity.
10. No Central / State Sales Tax / VAT / Excise Duty etc. shall be separately paid by the department. Quoted rate should be inclusive of all taxes and duties.
11. The entire installation shall be at the risk and responsibility of the contractor until these are tested and handed over to the department.
12. Notwithstanding the schedule of quantities, all items of inter related works considered necessary to make the installation complete and operative are deemed to be included shall be provided by the contractor at no extra cost.
13. The connection, inter connection, earthing and inter earthing shall be done by the contractor wherever required and nothing extra shall be paid on this account.
14. Nothing extra shall be paid for inter connections with thimbles / wires / tapes strips etc.
15. The contractor shall submit the completion plan separately in triplicate on blue print with one set on tracing cloth as per clause-8 of the contract within 30 days of the completion of work. In case, the contractor fails to submit the completion plan for electrical works, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to ceiling of Rs.15000/-.
16. Watch and ward of the material shall be the responsibility of the Contractor till they are handed over to the department for which nothing extra shall be paid.
17. Piano type switch / sockets outlets and other accessories shall be of single make approved by the Engineer-in-charge (Electrical).
18. The Contractor shall bear all the expenses for the testing of the electrical material from the designated lab, as desired by Engineer-in-charge (Electrical).
19. The Contractor shall abide the specification given in the Tender where the specification are not given CPWD specification with as on date amendments shall be followed items where CPWD specifications are not covered. The decision of Engineer-in-charge shall be final and binding.
20. Taxes, cess etc. shall be deducted from each running / final bill at the rate as applicable.
21. All hardware items such as screws, thimbles, G.I. wires etc which are essentially required for completing an item as per specifications will be deemed to be included in the item even when the same have not been specifically mentioned.
22. All materials such as nuts / bolts / screws / washers etc., to be used in the work shall be zinc / cadmium-plated iron.
23. Any conduit, which is not to be wired by the contractor, shall be provided with GI fish wire for wiring by some other agency subsequently. Nothing extra shall be paid for the same.
24. While laying conduit, suitable junction boxes shall be left for pulling the wires.
25. PVC insulated copper conductor wire used on the work shall be F.R.L.S. grade for which nothing extra shall be paid.
26. Material to be used in the work shall be ISI marked. The makes of material have been indicated in the list of acceptable makes. No other make will be acceptable. The material to be used in the work shall be got approved from the Engineer-in-charge before its use at site. The Engineer-in-charge (Electrical) shall reserve the right to instruct the contractor to remove the material which, in his opinion, is not as per specifications.
27. The MCBs and the MCB Distribution Board shall be of the same make.
28. The earthing shall be carried out in the presence of the Engineer-in-charge or his authorized representative.

29. All fittings / fans will be earthed with 1.5 sq.mm. dia insulated (green colour) copper wire.
30. The defect liabilities period shall be for one year after the date of actual completion and security shall be released only after actual completion of defect liabilities period.
31. The completion plan and completion certificate shall be submitted by the work executing agency on the performa as prescribed under CPWD General specifications for electrical works.

Scope of Internal Electrical work

The internal electrification work of the residential building consists of the following items :

1. Providing recessed or open conduit & wiring.
2. Providing Piano type switch boxes & Piano type switches for controlling light points, fan points and power points.
3. Providing MCBDB inside the flat, submain pipe & wiring from main board to MCBDB circuit wiring covering of light points, fan points, exhaust point, light plug points, power plug points.
4. Providing cubical panel box.
5. Providing of suitable civil hume pipe / GI pipe for incoming cables in each block.

INTERNAL ELECTRIFICATION INSTALLATION SHALL BE CARRIED OUT IN CONDUIT WIRING SYSTEM AS PER SPECIFICATION GIVEN BELOW:

1. Conduit: Surface / Recess PVC conduit (The horizontal chase (where ever required) more than 60 cm shall not be allowed.
2. Wiring :2 X 1.5 sq.mm + 1 X 1.5 sq.mm (E) F.R. L.S. copper conductor single core cables for light plugs, Fan / Light points and Circuit Wiring.
:2 X 4.0 + 1 X 4.0 sq.mm (E) F.R.L.S. copper conductor single core cable for power plug.
:2 X 6 sq.mm + 1 X 6.0 sq.mm (E) F.R.L.S. copper conductor single core for sub mains wiring.
3. Switch & Socket : Switch : - Piano type.
Light Socket : Five Pin type.
Power Socket :- Six pin type.
4. Switch Boxes M.S. Sheet – Galvanized
All boxes shall be surface mounted / Recess mounted.
5. Earthing: GI Pipe earthing for cubical panel box with salt and charcoal as per CPWD specification depending upon the site conditions and requirements.
6. Testing : Entire installation to be tested in accordance to CPWD specification for Electrical Part-I (Internal-2005)
7. Materials: Material bearing ISI / BIS certification mark to be used. List of acceptable materials is given below. The contractor shall produce samples of all the material to be used in the work for approval of the Engineer-in-charge (Electrical).

Guidelines for Selection of Material / Product for Internal Electrification work

1. The agency shall bring three to five samples of the each item ISI marked & as per CPWD specifications. If ISI marked material is not manufactured then it will be as per relevant IS code. If Engineer-in-charge (Electrical) is not satisfied with the samples brought by the agency he can ask for additional three to five samples and so on. Engineer-in-charge (Electrical) shall approve these samples. Engineer-in-charge (Electrical) may recommend more than one brand of item to be used in the work depending on the quality and its availability.
2. Material should be procured from the approved manufacture or authorized dealer. Agency to produce invoice / bill in support.

List of acceptable makes of Electrical material :

S. NO.	Material	Approved makes
1	PVC Conduit	AKG, Plaza, BEC, Precision.
2	PVC Band, Junction Box & other accessories	AKG, Plaza, BEC, Precision.
3	FRLS PVC insulated copper Conductor wire	Havells, Plaza, Ecko, Poly-Cab, Indo Asian, RR Kabel.
4	Switch Piano type	Antex, Sanico, Anchor, Cona
5	Socket, ceiling rose	Antex, Sanico, Anchor, Cona
6	Brass Batten Holder	Sanico, Kinjal, Kay's
7	Distribution Board	Indo Asian, Havells, MDS, Plaza, Seimens, Schneider.
8	MCB	Indo Asian, Havells, MDS, Plaza, Seimens, Schneider.
9	Isolator	Indo Asian, Havells, MDS, Plaza, Seimens, Schneider.
10	MCCB	L&T, Schneider, Seimens, Havells, MDS, HPL
11	Cubical Panel Board	Duly manufactured by Unit approved by CPRI.

Annexure-A

Monolithic construction is a technology where walls and slabs are constructed with reinforced concrete together using Aluminum or PVC form work giving the structure a box like cubical shape. The process of construction generally encompasses:

- i) Construction upto plinth level (200mm thick or more) monolithically using specially designed formwork.
- ii) Tying of vertical and horizontal reinforcement of the walls manually fixing of cover blocks to maintain the cover and wall thickness.
- iii) Fixing of M.S. flats with pin and wedge connection to both the wall panels.
- iv) Erection of channel section for slab above the wall panels.
- v) Fixing of joints and lintel member to the wall panels.
- vi) Fixing of internal conduit wiring etc.
- vii) Concreting of walls and roofs (100mm thick)
- viii) De-shuttering and curing
- ix) Repetition of the process for next storey.

The construction is normally very fast compared to conventional system of brick masonry/RCC frames construction. The reinforcement in walls and monolithic casting of slabs makes the structures safer under seismic load also. With requisite concrete of desired strength, quality of construction is possible to achieve and one can also avoid plaster as the surface finish obtained is smooth. However, the service lines (electric conduit, waterlines) are required to be pre-planned and post construction alterations are generally not possible which in a way is an advantage because the incumbents can't fiddle with the general structural components.

The cost economy, as reported, is achieved with repetitive use of form work (approx. 200-250 times). Being 100mm thick, thermal behavior of the structure has been a concern in the minds of users. However, depending upon the No. of storeys, the thickness can be increased.

Ministry of Housing and Urban Poverty Alleviation, Gol desired BMTPC to get independent opinion of experts on the system. Accordingly, a Standing Committee was set up in BMTPC to consider innovative technologies and monolithic concrete system. The Committee, based on visit of some members to the construction site and other details available on the system has finalized a report giving recommendation on structural aspects and other consideration.

Subject to following material requirements and structural consideration, as mentioned in 4.1 and 4.2 of the Report, the Standing Committee recommends the use of Monolithic concrete system for mass housing. A copy of the report is enclosed for implementation of monolithic construction in housing projects.

As far as thermal behavior is concerned, a field study of structures with similar orientation constructed with conventional brick masonry and 100mm thick monolithic concrete revealed that "For 115mm thick filler Brick wall if the external temperature is 40⁰C, internal temperature at the end of 4 hours will be around 37.8⁰C. For 100mm monolithic RCC wall the internal temperature will be around 38.7⁰C, at the end of 4 hours for an external temperature of 40⁰ C" (source M.Tech Dissertation, CEPT University, 2009).