

Delhi Development Authority  
EM's Office

No. EM 1(10)2004/DDA /

9289

Dated : 9.9.2004

CIRCULAR No.566

**Sub: Non-stipulation of cement and steel and additional conditions to be incorporated in contracts for the works in DDA.**

1. Detailed instructions had been issued for use of steel reinforcement bars in DDA projects vide Circular No. 553 dated 19.9.2002. wherein, it was decided that, hence forth, only TMT bars shall be stipulated to be issued from departmental store in all type of contracts costing upto Rs 5.00 Crores, whereas for contracts costing more than Rs 5.00 crores the T.M.T reinforcement bars were to be procured by the construction agencies directly from the main manufacturers viz SAIL, TISCO, IISCO and RINL.
2. However, recently CPWD vide office Memorandum No. DG (W)/CON/187 dated 20.2.2004 has decided that Departmental issue of cement and steel need not be stipulated in CPWD works contracts. NIT approving authority nevertheless, shall have discretion to stipulate these materials in the works costing less than Rs. 1 crore.
3. Due to this modification regarding stipulation of materials by C.P.W.D., it has been decided by the Competent Authority that, henceforth, for all works cement and steel shall not be issued from DDA Stores for works costing more than Rs 1.00 crores. In all future NIT's condition regarding procurement of cement and steel by the contractors shall be introduced. These materials shall conform to the specifications as laid down in the tender document.
4. "The contractor shall procure steel reinforcement of Thermo Mechanically Treated Bars conforming to relevant BIS codes directly from the main producers i.e. SAIL, TISCO, IISCO and RINL. The contractor shall have to submit documentary proof to the satisfaction of the Engineer-in-Charge of having procured the steel reinforcement from the main producers. In exceptional circumstances of non-availability of particular diameter for limited quantity and for a limited period, procurement of steel from secondary producers having valid BIS licence and having thermax/tempcore plant for production of TMT bars will be allowed with the prior approval of Chief Engineer in writing and who shall satisfy himself independently about the non -availability of particular diameter of steel for which request has been made by the contractor for procurement from the secondary producers. The contractor shall necessarily produce documentary evidence regarding non-availability of particular diameter of steel from the main producers. In case, of use of TMT bars from secondary producers, reduction in rate of Rs. 2.00/- (Rupees Two only) per kg from the quoted rate of Item No. --- shall be made for the quantity procured from secondary producers and used on the work (The reduction in rate of Rs. 2/- per Kg due to use of TMT bars procured from secondary producers instead of main producers is suggestive and shall be reviewed by the Chief Engineer while finalizing the NIT and incorporated accordingly). 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. Samples shall also be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant specifications. In case, test result indicate that the steel arranged by the contractor does not conform to the specifications, the same shall stand rejected and shall be removed from the site of work by the contractor at his own cost within 7 days of written order from the Engineer-in-Charge to do so."
5. In all contracts where departmental issue of cement and steel is not stipulated, special conditions shall be incorporated as per clause 26.2.1 (conditions for cement ) and 26.2.2 (conditions for steel ) of C.P.W.D Works Manual 2003 (copy of the extracts as slightly modified is enclosed as Annexure-1)

This issues with the approval of VC with the concurrence of FM & EM as recorded in file no. F 6(137)FO/D(MM).

Encl: Copy of Annexure-I

*K.B.LAL*  
(K.B.LAL) 3/10  
Chief Engineer (HQ)

1. All CEs including CE(QC), CE(Elect.), CE(HQ) and CE(Design)
2. CVO
3. CAO
4. Project Manager (Flyover) Gr. I & II, Dir (MM)
5. All SEs including SE(Elect.), SE(Design), SE(Vig) and SE(QC)
6. Director (Hort)N&S
7. All EEs including EE(Elect.), EE(Design), EE(Vig) and EE(QC)
8. EO-I, EO-II, EO-III and EE(PPC)
9. File No. WAB 1(76)/Vol. 34
10. G/File

Copy to:

1. OSD to VC for kind information of the latter
2. PS to EM for kind information of the latter
3. PS to FM for kind information of the latter

*K.B.LAL*  
Chief Engineer (HQ)  
4/24

EXTRACTS OF CPWD WORKS MANUAL 2003**1. Conditions of Cement (Clause 26.2.1)**

- a) The contractor shall procure 43 grade (conforming to IS:8112) ordinary Portland cement, as required in the work, from reputed manufacturers of cement, having production capacity of 1 million tonnes or more per annum, such as ACC, I.&T, J.P. Rewa, Vikram, Shri Cement, Birla Jute and Cement Corporation of India, as approved by Ministry of Industry, Government of India, and holding licence to use ISI certification mark for their product. Supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the 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.
- b) The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-Charge.
- c) The two cement godowns, one for the untested and the other one for cement that has been tested & approved, of capacity to store a minimum 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of cement godowns. The keys of the one lock shall remain with Engineer-in-Charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godowns and no extra payment shall be paid for the same. The contractor shall facilitate the inspection of the cement godowns by the Engineer-in-Charge or his authorized representatives at any time.
- d) The cement shall be got tested by Engineer-in-charge and shall be used on work only after test results have been received. The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor/Department in the manner indicated below:-
- i) By the contractor, if results show that the cement does not conform to relevant BIS codes
- ii) By the Department, if the results show that the cement conforms to relevant BIS Codes
- e) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 42 of the contract and shall be governed by conditions laid therein.
- f) Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.
- g) 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 three days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.



2. Conditions of Steel (Clause 26.2.2)

- i) The contractor shall procure steel reinforcement of Thermo Mechanically Treated Bars conforming to relevant BIS codes directly from the main producers i.e. SAIL, TISCO, IISCO and RINL. The contractor shall have to submit documentary proof to the satisfaction of the Engineer-in-Charge of having procured the steel reinforcement from the main producers. In exceptional circumstances of non-availability of particular diameter for limited quantity and for a limited period, procurement of steel from secondary producers having valid BIS licence and having thermex/tempeore plant for production of TMT bars will be allowed with the prior approval of Chief Engineer in writing and who shall satisfy himself independently about the non-availability of particular diameter of steel for which request has been made by the contractor for procurement from the secondary producers. The contractor shall necessarily produce documentary evidence regarding non-availability of particular diameter of steel from the main producers. In case of use of TMT bars from secondary producers, reduction in rate of Rs. 2.00/- (Rupees Two only) per kg from the quoted rate of Item No. --- shall be made for the quantity procured from secondary producers and used on the work. The reduction in rate of Rs. 2/- per Kg due to use of TMT bars procured from secondary producers instead of main producers is suggestive and shall be reviewed by the Chief Engineer while finalizing the NIT and incorporated accordingly. 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. Samples shall also be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant specifications. In case, test results indicate that the steel arranged by the contractor does not conform to the specifications, the same shall stand rejected and shall be removed from the site of work by the contractor at his own cost within 7 days of written order from the Engineer-in-Charge to do so."
- ii) 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.
- iii) The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent 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.
- iv) For checking nominal mass, tensile strength, bend test, re-bend test, etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below :

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

- v) The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor/Department in the manner indicated below :
- a) By the contractor, if results show that the steel does not conform to relevant BIS codes.
- b) By the Department, if the results show that the steel conforms to relevant BIS codes
- vi) 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