

दिल्ली विकास प्राधिकरण
DELHI DEVELOPMENT AUTHORITY
प्रधान आयुक्त [प्रणाली, बागवानी एवं भू-दृश्य]
OFFICE OF THE PR. COMMISSIONER (SYSTEMS, HORT. &
LANDSCAPE)

सी -1/115, विकास सदन, नई दिल्ली – 110 023

C-1/115, VIKAS SADAN, INA, NEW DELHI-110 023

Email: prncomnr@dda.org.in, pcdda-hort@dda.gov.in

Ph.: 011-24633217

No. PC(Systems/Hort./LS)/2024/DD(HQ)/DDA/475

Dated:- 28/12/2024

PUBLIC NOTICE

Subject: Notice to Bidders Regarding revised RFP for seeking services of agency for annual job contract for complete maintenance of park, RSP/Central Verge, office complex, Nursery, Yamuna Flood Plains etc.


R/Bidders/Stakeholders,

This is to inform to all concerned that the tenders regarding the subject cited above will now be issued on GeM, instead of the CPP Portal. In this regard, all interested bidders, who meet the required eligibility criteria and experience, are requested to complete their registration on GeM. Additionally, the L1 selection will now be based on the random selection module of GeM, rather than the traditional draw of lots.

For the financial year 2025-26, all tenders will be consolidated and issued at the Director (Hort.) level, replacing the previous practice of issuing them at the sub-division level. Moreover, Director(Hort.) shall be the tender inviting authority.

A copy of the approved draft RFP is enclosed for your advance review and any comments or feedback.

This is issued with the approval of competent authority.


28.12.2024

(Govind S. Meena)
Dy. Director (Hort.) HQ
DDA

DELHI DEVELOPMENT AUTHORITY



NIT No. : ___/Dy. Director/Hort.-_/DDA/2024-25

Name of work :

Sub Head : Annual Job Contract for the Complete Maintenance of Park at Site.

Estimated Cost : Rs.

Earnest Money : Rs.

Performance Guarantee : 5% of Tendered value

Security Deposit : 2.5% of Tendered Value

Time Allowed : 12 Months

The NIT amounting to Rs. _____ containing pages 01 to _____ is hereby approved.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

BLANK

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

INDEX

S. No	Description	Pages
1.	Instruction to Dy. Director (Hort.)	4
2.	Information and Instructions for Contractors for e-Tendering	5
3.	E-Tender Notice	8
4.	Notice Inviting Tender for e-Tendering Mode	13
5.	SECTION – I : Brief particulars of the work	18
6.	SECTION – II: Information & instructions for bidders	19
7.	SECTION – III: Information Regarding Eligibility: Letter of Transmittal, Form-A: Financial Information, Form-B: Banker's Certificate/ Form B1 Net worth, Form-C: Detail of Eligible Works, Form-D Performance Report, Form-E: Structure of Organization	24
8.	Item Rate Tender and Contract Form (CPWD-8)	31
9.	Integrity Pact	33
10.	General Rules and Directions	40
11.	General Conditions of Contract	43
12.	Clauses of Contract 0	46
13.	Safety Code	86
14.	Model Rules for workers employed by DDA or its Contractors	90
15.	Contractor's Labour Regulations	95
16.	Appendix – I to XVIII	101
17.	Sketch of Cement Godown	122
18.	Schedules A to F	123
19.	Table of Milestone	130
20.	Guarantee to be executed by Contractor for removal of defects after the expiry of maintenance period of work	131
21.	Form of Performance (Guarantee) Bank Guarantee Bond	132
22.	Form of Earnest Money (Bank Guarantee)	134
23.	General Conditions	135
24.	Special condition of NGT	141
25.	Schedule-A: Schedule of quantities & special condition (Not for quoting rates, rates shall be quoted in excel file as provided on GeM Portal) (BOQ)	142
26.	Terms & Conditions	147

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

INSTRUCTIONS TO THE DY. DIRECTOR (HORT.) BY NIT APPROVING AUTHORITY

Not to be posted on website

The Dy. Director (Hort.) shall attend to the following points before uploading the tender document on website.

- 1) All Dy. Director (Hort.)s in Divisions, AD(Hort.) in Divisions and Divisional Accountant shall have to obtain the digital signatures.
- 2) The entire document such as NIT including information & instructions for contractors, all the conditions of NIT, schedule of quantities, drawing & other documents shall be uploaded at one time.
- 3) To draw agreement DD shall download the tendered document as uploaded with duly filled schedule of quantities. Contractor's negotiation letter and other relevant letters written by the contractor such as extending the validity of tenders etc. and Standard GCC-2019 shall form the part of the Agreement.
- 4) Dy. Director (Hort.) will clearly specify the list of the document to be uploaded by the agency under "information and instructions for contractors" forming part of NIT.
- 5) Any discrepancy in the approved NIT, if noticed, shall immediately be brought to the notice of the Officer preparing NIT for necessary decision of the officer approving the NIT.
- 6) All blanks marked as '*' shall be filled in by the Dy. Director (Hort.) before uploading the tender on the website.
- 7) The tender documents should properly be page numbered by the Dy. Director (Hort.) before uploading the tender on website.
- 8) The Dy. Director (Hort.) to ensure that tender document is clearly readable.
- 9) The drawings relating to work shall be made available to the contractors for their study and understanding the scope of work covered by this tender.
- 10) The Dy. Director (Hort.) shall upload the tender documents with necessary test reports of ground water available at site in accordance with the EM office circular no. 653 dated 26.11.2010 for the guidance of the bidder and also see the condition no. 19 mentioned in the sub-head "Special Conditions of Contract Requirement of registration and other eligibility criteria shall be suitably incorporated in the Press Notice by the Dy. Director (Hort.)/NIT approving authority before issue. 11) All codal provisions may be attended to before call of tenders.
- 12) Condition regarding availability of site has been provided, which, Dy. Director (Hort.) should confirm before issue of Press Tender Notice.
- 13) The Rate and Amount in column 5 & 6 of Schedule of Quantities shall be incorporated for call of Tender.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR TENDERING

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

- 1) Bidders will submit the bids online through the **GeM portal**.
- 2) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 3) Bidder should do the enrolment in the e-Procurement site using the "Online Bidder Enrolment" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 4) Bidder need to login to the site through their user ID/password chosen during enrolment/registration.
- 5) Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/e-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token /Smart Card, should be registered by the bidder.
- 6) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 7) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 8) After downloading / getting the tender documents/schedules, the Bidders should go through them carefully and then submit the documents as asked; otherwise bid will be liable to be rejected.
- 9) Bidder then should login to the site through the secured login by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
- 10) Bidder should select the tender which he/she is interested in by using the search option & then move it to the 'my tenders' folder.
- 11) From my tender folder, bidder will select the tender to view all the details indicated.
- 12) It will be construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be liable to be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through 'RAR' and the same can be uploaded, if permitted. However, if the file size is less than 1 MB, the transaction uploading time will be very fast.
- 14) If there are any clarifications, these may be obtained through the site or through contacts or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time or pre-bid meetings, if any.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the specified time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
 - 17) While submitting the bids online, the bidder should read the terms & conditions and will accept the same to proceed further to submit the bid packets.
 - 18) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
 - 19) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
 - 20) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be liable to be rejected.
 - 21) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced bid/BOQ template must not be modified/ replaced by the bidder, else the bid submitted is liable to be rejected for this tender and disciplinary action may be initiated against such bidder for tampering the documents.
 - 22) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
 - 23) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
 - 24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
 - 25) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
 - 26) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to symmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - 27) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
 - 28) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exist option in the browser.
 - 29) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1800-419-3436 or send a mail over to GeM portal for any assistance on e-tendering please contact GeM portal 24 X 7 helpline number.

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- 30) Before submission a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that all condition liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the all the provision of the standard/ General Condition/Clause of contract of /bid document for the completion of works to the entire satisfaction of the Officers.
- 31) Tenderer will examine the various provisions of the central goods and services tax Act, 2017 (CGST) /integrated goods and service Tax Act, (IGST)/Union Territory goods and services tax act (UTGST)/respectively states goods and service tax act 2017(SGST) also as notified by Central/State Govt. and as amended from time to time and applicable taxes before bidding. Tendered will ensure that full benefit of input tax credit (ITC), if likely to be availed by them is duly considered while quoting rates.
- 32) The successful tenderer who is liable to be registered under CGST/IGST /UTGST/ SGST Act. Shall submit GSTIN along with the other details required under CGST/IGST /UTGST/ SGST Act. to DDA immediately after the award of work without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- 33) Every tendered/bidder is required to be register compulsory himself under CGST/IGST/ UTGST/SGST Act.
- 34) TDS under the provision GST law shall be deducted from the bills and or/payments, if applicable.
- 35) Provision of GST Act. 2017 shall have the superseding effect over the all earlier taxes like VAT/WCT/Service Tax/etc. as contemplated in the Act. Accordingly the terms VAT/WCT/Service Tax/etc. appearing anywhere in the bid document may be read as the applicable tax under the GST Act. 2017.
- 36) Implementation of Goods and service tax (GST) in DDA will be as per the F & E circular No.11/2017 issued by Chief Accounts Officers on dated 20.07.2017.

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

DELHI DEVELOPMENT AUTHORITY
OFFICE OF THE DY. DIRECTOR (HORT.)-___

E-TENDER NOTICE NO ___/DD/HD-___/DDA/2024-25

Online percentage rate tenders are invited Dy. Director (Hort.) Horticulture Division No. ___, D.D.A., on behalf of Delhi Development Authority (DDA) through E-tendering mode from eligible contractors registered with the DDA/CPWD/Railways/MES/BSNL, State PWDs or the departments of State Governments in appropriate class in Horticulture Category who possess the necessary eligibility criteria/experience for executing the horticulture works, in **two bid system** for the following work(s):

Sl. No.	NIT No. & Name of work	Estimated Cost	Last date & Time of Submission of scan copy of EMD, and other Documents on GeM portal	Date of Pre-bid meeting	Time and Date of Opening Of Technical Bid	Time of opening of Financial Bid
		EMD				
		Time allowed				
1.	___/DD/Hort.___/DDA/2024-25 Name of work: Sub-Head:	Rs. Rs. 12 Months	** __		** __	To be intimated in the due course after opening of technical bids.

- (a) Should have satisfactorily completed the works as mentioned below during the last Seven year **sending** previous day of last date of submission of bids.

Three similar works each costing not less than **40% of estimated cost put to tender (ECPT)**, or two similar works each costing not less than **60% of ECPT** OR one similar work costing not less than **80% of ECPT**

Similar work shall mean works of **'all horticulture activities like plantation, landscaping related to horticulture, grassing and other horticulture related works including maintenance works. The cost of the maintenance work shall be considered as 50% of the value of work done.'** carried out with DDA, some Central/state departments, Central/State Autonomous bodies/City Development Authority/ Municipal Corporation of city formed under any Act by Central/State published in any Central/State Gazette. *Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.* The value of all above executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to previous day of last date of submission of tenders. Completion certificate of works should be issued by an officer not below the rank of Dy. Director (Hort.) or equivalent for similar works executed.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Qualified similar works may be physically inspected by the DDA officer to ascertain the completion, performance on quality of works for finalizing the Technical bid.

Note (1): The lowest agency shall conduct the survey in coordination with concerned authorities for availability of sufficient sewage/drainage wastewater within fifteen days after award of work. In case of insufficient wastewater availability, the site of installation shall be changed accordingly & the agency will be bound to install the WWTP of the same capacity on the changed site. The onus of waste water availability shall lie with the lowest agency & nothing extra shall be paid on this account.

Payment to the agency will be made after observation of the output of the plant for a period of one month. If output observed is less than the designed output, then payment will be made proportionately after appropriate recovery. In case of non-availability of raw water, the tender shall liable to be terminated without assigning any further reason.

- (b) Should have had Average Annual Financial Turnover of 30% of ECPT on horticulture works during the last three years ending 31st March 2020. (Scanned copy of Certificate from CA to be uploaded) In case of bidders who are not able to provide turnover for financial year ending 31st March, 2020, they can provide turnover based for 3 consecutive financial years ending 31st March, 2019
- (c) Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March 2020. In case of bidders who are not able to provide audited balance sheet for last financial year ending 31st March, 2020, they can provide turnover based upon audited balance sheet for 5 consecutive financial years ending 31st March, 2019.
- (d) Should have a Solvency of 40% of ECPT not older than 6(six) months preceding the date of submission of bids (Scanned copy of original solvency to be uploaded) Contractors who fulfil following (these) requirement shall be eligible to apply. (Joint ventures are not accepted)
- (e) " *The Ministries/Departments have been delegated with full powers to make their arrangements for the procurement of goods/services that are not available on GeM. Whereas, goods and services that are available on GeM need to be mandatorily procured through GeM as per Rule 149 of the GFR, 2017*"

NOTE: For terms and conditions, eligibility criteria, the manner in which Earnest Money, cost of tender etc. are to be deposited through RTGS mode and other information/instructions, please visit DDA's website <https://eprocure.gov.in/eprocure/appor> www.dda.org.in. For any assistance on e-tendering please visit **GeM portal**. For any assistance on e-tendering please contact **GeM portal** 24 X 7 helpline number 1800-419-3436.

Important terms & conditions for tenderers. (Tenderers are required to go through the same before participating in the tender.)

1. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
2. The unique transaction reference on RTGS against EMD shall be placed online at specified location for Tender for Electronic Time and Attendance Recording System. First cover containing "Technical Bid" as well as "reference of EMD".
3. The technical Bids shall be opened online at _____ PM on date _____ in the presence of a committee or their representatives by authorized bid openers. Price Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Tenderer technically qualified will be at liberty to be present either in

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

4. The tenderer should furnish Rs. _____ as Earnest Money in the form of RTGS/NEFT. No interest shall be payable on the earnest money. Earnest money shall be deposited through RTGS/NEFT in the account of Sr. AO/CAU/Hort./DDA having account No. 01201110000010 with HDFC Bank (IFSC Code HDFC 0000120) GF-01,02,03 Laxmi Deep Building, Laxmi Nagar Distt. Centre, Vikas Marg, Delhi -110092. The unique transaction reference of RTGS / NEFT shall have to be uploaded by the tenderer in the e-tendering system by the prescribed date. The Dy. Director (Hort.) Hort Div No.-____/DDA will get tender cost/earnest money verified from CAU based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened. A part of earnest money is acceptable in the form of bank guarantee also. Earnest Money up to Rs. 20.00 lacs will have to be deposited through RTGS/NEFT mode. If the amount of E.M is more than Rs. 20.00 lacs then the amount of E.M. beyond Rs. 20.00 lacs can be deposited in the form of Bank Guarantee also. Such Bank guarantee is to be scanned and uploaded to the e-tendering website within the period of tender submission.
- Note: - The bidder will use one UTR for one work only. In case, it is found that he has used one UTR number for different tenders, all the tenders submitted by him will be rejected and he will be debarred from further tendering in DDA in future.”
5. All intending bidders are required to get registered with CRB/DDA by depositing e-tendering annual charges as detailed below.

S. No.	Class of Contractor	Amount to be paid
1	Class-I.	Rs.20, 000.00 + GST as applicable
2	Class-II.	Rs.16, 000.00 + GST as applicable
3	Class-III.	Rs.14, 000.00 + GST as applicable
4	Class-IV.	Rs.10, 000.00 + GST as applicable
5	Class-V	Rs.6, 000.00 + GST as applicable

The e-tendering fees for contractors/consultants who are not registered with DDA, the fees structure for one year will be as under— (vide letter no. F4. (8)/72/Misc./Secy./CRB/2017/284 dated 06-06-2017 issued by Secretary (CRB) DDA

Sr. No.	Cost of Work	E-tendering fees
1.	up to Rs.15.00 Lacs	Rs.6000/- + GST as applicable
2.	Above Rs.15.00 Lacs to 20.00 Crores	Rs. 20,000/-+ GST as applicable
3.	Above Rs.20.00 Crores	Rs. 50,000/-+ GST as applicable

The fee for the CRB registration is to be deposited in the account of CRB/DDA and not in the account of Sr. AO/DDA. The account details of CRB/DDA is as under:

PAO/EW/DDA, Central Bank of India, Vikas Minar, New Delhi; A/C No.: 1075843312; IFSC Code: CBIN0281467.

6. Before submission a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that all condition liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the all the provision of the standard/ General Condition/Clause of contract of /bid document for the completion of works to the entire satisfaction of the Officers.
7. Tenderer will examine the various provisions of the central goods and services tax Act, 2017(CGST) /integrated goods and service Tax Act, (IGST)/Union Territory goods and

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

services tax act (UTGST)/respectively states goods and service tax act 2017(SGST) also as notified by Central/State Govt. and as amended from time to time and applicable taxes before bidding. Tendered will ensure that full benefit of input tax credit (ITC) likely to be availed by them is duly considered while quoting rates.

8. The successful tenderer who is liable to be registered under CGST/IGST /UTGST/ SGST Act. Shall submit GSTIN along with the other details required under CGST/IGST /UTGST/ SGST Act. To DDA immediately after the award of work without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
9. Every tendered/bidder is required to be register compulsory himself under CGST/IGST/ UTGST/SGST Act.
10. TDS under the provision GST law shall be deducted from the bills and or/payment, if applicable.
11. Provision of GST Act. 2017 shall have the superseding effect over the all earlier taxes like VAT/WCT/Service Tax/etc. as contemplated in the Act. Accordingly the terms VAT/WCT/Service Tax/etc. appearing anywhere in the bid document may be read as the applicable tax under the GST Act. 2017.
12. Implementation of Goods and service tax (GST) in DDA will be as per the F & E circular No.11/2017 issued by Chief Accounts Officers on dated 20.07.2017.
13. **Pre-Bid meeting** shall be held in the chamber of ___/___, DDA, DDA _____ New Delhi at 0.00 P.M on **00.00.0000** to clear the doubt of intending tenderers, if any. Prospective bidders can participate in the **Pre-Bid meeting** through **video conference (VC) mode** also. For meeting ID of VC, request can be sent up to 00:00 PM at least two days prior to the pre-bid meeting at: email ID: _____
14. The e-Tenders are invited under TWO e-ENVELOPE/Bid system on **GeM portal**, the 1ST (first) ENVELOPE will be named as TECHNICAL BID & will contain documents of bidder's satisfying the eligibility conditions and 2nd (SECOND) ENVELOPE will be named as Financial Bid ENVELOPE containing TENDER DOCUMENT and WORK SCHEDULE for quoting the rates. The bidder shall submit both the covers simultaneously. The TECHNICAL BID (1st e-ENVELOPE) will be evaluated first and thereafter FINANCIAL BID (2nd e-ENVELOPE) of eligible bidders shall only be opened. The time and date of opening of financial bid of contractors qualifying the eligibility/technical bid shall be communicated to them later. These envelopes shall contain one set of the following documents: -

Technical Bid e-envelope

The Tenderers are required to furnish following documents in technical bid:- Scanned copy of enlistment order in appropriate class.

- (i) **Scanned copy of enlistment order in appropriate class.**
- (ii) Scanned copy of UTR of Earnest money deposited through RTGS/NEFT in the account of Sr. AO/CAU/Hort./DDA having account No. 01201110000010 with HDFC Bank (IFSC Code HDFC 0000120) GF-01,02,03 Laxmi Deep Building, Laxmi Nagar Distt. Centre, Vikas Marg, Delhi -110092. The unique transaction reference of RTGS / NEFT shall have to be uploaded by the tenderer in the e-tendering system by the prescribed date.
- (iii) Scanned copy of **UTR** of annual e-tender registration fee with CRB, in the account: PAO/EW/DDA, Central Bank of India, Vikas Minar, New Delhi; A/C No.: 1075843312; IFSC Code: CBIN0281467.
- (iv) **Scanned copy of Letter of Transmittal (it is mandatory to be given on Company Letter Head).**

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- (v) Scanned copy of Statement of average annual financial turnover of **30% of ECPT** during last 3 years ending 31st March **2020 or 2019** as the case may be duly audited by Chartered Accountant as per Form-A.
- (vi) Scanned copy of Bank solvency **40% of ECPT** issued by the scheduled bank on its letter head as per Form-B. It should not be older than 6 months from date of submission of bids. **OR** Net Worth **(as on 31st March 20__)** certificate of minimum 10% of estimated cost put to tender issued by certified chartered accountant as per **(Form-B1)**.
- (vii) Scanned copy of profit and loss statement. The bidder should not have incurred any loss in more than 2 years during last 5 years ending 31st March **2020 or 2019** as the **case may be**, duly certified by Chartered Accountant.
- (viii) Scanned copy of work experience should be submitted in the name of bidder/agency as per Form-C&D.
- (ix) Scanned copy of Structure of Organization as per Form-E.
- (x) Affidavit as per provisions of 1.2.3 of NIT/CPWD-6 on non-judicial stamp paper of appropriate denomination.
- (xi) Scanned copy of Certificate of Registration for GST 'or' Undertaking: If the bidder has not obtained GST registration in Delhi, then in such case the bidder shall upload following undertaking with the bid document : "If the work is awarded to me, I/We shall obtain GST registration Certificate of the state, in which work is to be taken up, within one month from date of receipt of award letter or before release of any payment by DDA, whichever is earlier, failing which, I/we shall be responsible for any delay in payments which will be due towards me / us on a/c of the work executed and / or for any action taken by DDA or GST department in this regard."
- (xii) Undertaking for site inspection "Intending bidders must upload undertaking that they have inspected and examined the site and it's surrounding before submitting their bids. They will propose the best tapping point of raw sewage/wastewater for functioning of the WWTP or tap the raw sewage at the location directed by the Officer in Charge without any extra cost"
- (xiii) Scanned copy of PAN No
- (xiv) Scanned copy of ESI, EPF Registration
- (xv) Undertaking for minimum wages "that he will make payments to his staff as per minimum rates of wages as applicable in Delhi".
- (xvi) Scanned copy of Cancelled Cheque for the purpose of releasing EMD (no rejection, if not uploaded)

Any tender found lacking with respect to the necessary information and /or documents and/or Earnest Money/ e-Tender annual fee with the Technical bid will not be considered.

Price Bid (Financial Bid) e-envelope

- (i) Schedule of price bid in the form of BoQ_XXXXX.xls
- (ii) Complete Tender document as downloaded from the website in pdf. format

Dy. Director (Hort.) Hort Div No.-__
For and on behalf of DDA, New Delhi

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) __/DDA

NOTICE INVITING TENDER

(CPWD-6)

(E - TENDERING MODE)

1. **Online item rate tender** is invited **Dy. Director (Hort.) Horticulture Division No. __, DDA,** _____ on behalf of Delhi Development Authority (DDA) through E-tendering mode from eligible contractors registered with the DDA/CPWD/Railways/MES/BSNL, State PWDs or the **departments of State Governments** in **appropriate class in Horticulture Category** who possess the necessary eligibility criteria/experience for executing the horticulture works, in two bid system for the work. **The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.**

1.1 The work is estimated to cost Rs. _____ (Rs. _____ only) this estimate, however, is given merely as a rough guide.

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

1.2.1 Should have satisfactorily completed during the last Seven years ending previous day of last date of submission of bids, *three* similar works each costing not less than **40% of ECPT**, OR *two* similar works each costing not less than **60% of ECPT** OR *one* similar work costing not less than 80% of ECPT.

1.2.2 Similar work shall mean works of "**all horticulture activities like plantation, landscaping related to horticulture, grassing and other horticulture related works including maintenance works. The cost of the maintenance work shall be considered as 50% of the value of work done.**" carried out with DDA, some Central/state departments, Central/State Autonomous bodies/City Development Authority/ Municipal Corporation of city formed under any Act by Central/State published in any Central/State Gazette. *Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work.* Bidder shall submit abstract of cost of work in support of this. The value of all above executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to previous day of last date of submission of tenders. Completion certificate of works should be issued by an officer not below the rank of Dy. Director (Hort.) for similar works executed.

Qualified similar works may be physically inspected by the DDA Officer to ascertain the completion, performance on quality of works for finalizing the Technical bid.

Note:-The lowest agency shall conduct the survey in coordination with concerned authorities for availability of sufficient sewage/drainage wastewater within fifteen days after award of work. In case of insufficient wastewater availability, the site of installation shall be changed accordingly & the agency will be bound to install the WWTP of the same capacity on the changed site. The onus of wastewater availability shall lie with the lowest agency & nothing extra shall be paid on this account. Payment

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

to the agency will be made after observation of the output of the plant for a period of one month. If output observed is less than the designed output, then payment will be made proportionately after appropriate recovery. In case of non-availability of raw water, the tender shall liable to be terminated without assigning any further reason.

- 1.2.3 To become eligible for bid, the firms/ contractors shall have to furnish affidavit as under:-
I/We undertake and confirm that eligible similar works(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 bidding in DDA in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Officer-in Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid).
- 1.2.4 Should have had *Average Annual Financial Turnover of 30% of ECPT on horticulture works* during the last three years ending *31st March 2020* (Scanned copy of Certificate from CA to be uploaded). In case of bidders who are not able to provide turnover for financial year ending *31st March, 2020*, they can provide turnover based for 3 consecutive financial years ending *31st March, 2019*.
- 1.2.5 Should not have incurred any *loss* (profit after tax should be positive) in more than *two years* during the last *five years* ending *31st March 2020*. In case of bidders who are not able to provide audited balance sheet for last financial year ending *31st March, 2020*, they can provide turnover based upon audited balance sheet for 5 consecutive financial years ending *31st March, 2019*. Information to be provided as per Form-A.
- 1.2.6 Should have a Solvency of **40% of ECPT** (Scanned copy of original solvency to be uploaded) It should not be older than 6 months from date of submission of bids as per Form-B **OR** Net Worth certificate of minimum 10% of estimated cost put to tender issued by certified chartered accountant as per Form-B1.
- 1.2.7 Certificate of Registration for GST. 'or' Undertaking: If the bidder has not obtained GST registration in Delhi, then in such case the bidder shall upload following undertaking with the bid document : *"If the work is awarded to me, I/We shall obtain GST registration Certificate of the state, in which work is to be taken up, within one month from date of receipt of award letter or before release of any payment by DDA, whichever is earlier, failing which, I/we shall be responsible for any delay in payments which will be due towards me / us on a/c of the work executed and / or for any action taken by DDA or GST department in this regard."*

For eligibility criteria, mode of payment of Earnest money and other details regarding online submission of the tender visit the website www.eprocure.gov.in/eprocure/app or www.dda.org.in. For any assistance on e-tendering please contact concerned DD or visit GeM portal. For any assistance on e-tendering please contact on **GeM portal**, 24 X 7 helpline number 1800-419-3436.

2. The contractors who are not registered on the mentioned website are required to get them registered beforehand. The intending bidder must have Class-II digital signature to submit the bid.
3. Agreement shall be drawn with successful tenderer on prescribed form attached. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be **12 Months** from the date of start as defined in Schedule F or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
5. The site for the work is available.

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

6. The tender document consisting of specifications, schedule of quantities and the set of terms and conditions of the contract to be complied with, eligibility criteria and other necessary documents including standard general conditions of contract form can be seen on **GeM portal**.
7. Earnest Money of **Rs. _____** to be deposited through separate transactions) shall be deposited through RTGS / NEFT in the account of Sr. AO/CAU/Hort./DDA having account No. 01201110000010 with HDFC Bank (IFSC Code HDFC 0000120) GF-01,02,03 Laxmi Deep Building, Laxmi Nagar Distt. Centre, Vikas Marg, Delhi -110092.

The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the e-tendering system by the prescribed date. The Dy. Director (Hort.) Hort. Div. No.____ will get tender cost/earnest money verified from CAU based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.

A part of earnest money is acceptable in the form of bank guarantee also. Earnest money up to 20.00 Lacs will have to be deposited through RTGS/NEFT mode. If the amount is more than 20.00 Lacs then the amount of EM beyond ₹20.00 Lacs can be deposited in the form of Bank guarantee also. Such Bank guarantee is to be scanned and uploaded to the e-tendering website within the period of tender submission:

8. **Copy of Enlistment Order and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of tender submission.** Online tender documents submitted by intending bidders shall be opened only of those bidders, who's Earnest Money Deposit, Document and other documents uploaded are found in order.

The bid submitted shall be opened at **11:00A.M.** On **_____ : _____ (to be filled by DD)**

9. The contractor, whose tender is accepted, will be required to furnish **performance guarantee of 5 % (Five percent)** of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than ₹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 ₹1, 00,000) or Government securities or fixed Deposit Receipts or Guarantee Bonds of any Scheduled bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule *F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labor licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programmed Chart (Time and Progress) within the period specified in Schedule-F. Lowest Bidder/tenderer shall have Provident Fund Code Number, if applicable and shall also ensure compliance of EPF & MP Act, 1952 by the Sub Contractors, if any engaged by the contractor for the said work.

10. **The description of the work is as follows:** _____

Intending 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 in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances 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 for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read this notice and all other

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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. will be issued to him by the government and local conditions and other factors having a bearing on the execution of the work.

11. The competent authority on behalf of DDA does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
13. The competent authority on behalf of DDA reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
14. The contractor shall not be permitted to tender for works in the DDA Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Director (Hort.) _____ and SO (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Gazetted officer in DDA or in the Ministry of Urban development. Any breach of this condition by the contractor would render him liable to be removed from approved list of contractors of this department.
15. No Officer of gazette rank or other Gazetted officer employed in engineering/horticulture or Administrative duties in a Horticulture department of the DDA is allowed to work as a contractor for a period of one year after his retirement from the DDA service, without the previous permission of the DDA in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found anytime to be such a person who had not obtained the permission of the DDA as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender for the work shall remain open for acceptance for a period of Sixty (60 days) from the date of opening of technical bid. If any tenderer withdraws his tender the following actions can be taken as per merit.

	Case of withdrawal of offer	Action to be taken
(i)	If the tenderer withdraws his tender or make any modification which is not acceptable to the department within 7days after last date of submission of bids.	The DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said Earnest money as aforesaid, irrespective of the letter of acceptance for the work is issued or not . Further the tenderer shall not be allowed to participate in the re tendering process of the work.
(ii)	If the contractor withdraws his offer or make any modification which is not acceptable to the department after expiry of 7 days after the last date of submission of tenders.	The DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said Earnest money as aforesaid, irrespective of the letter of acceptance for the work is issued or not
(iii)	If the contractor withdraws his offer immediately after the award of work and taking over possession of site.	It is deemed that the contractor has entered into Agreement and action to penalize the contractor, for not completing the work within the stipulated period under Clause-2 & 3 will be taken against the contractor, if he abandons the site after taking over the possession of the site from the Officer-in-charge. For taking action under Clause 2 & 3, the only documentary proof required will be the document showing signature of the contractor or his authorized representative for taking over the possession of site. It is further clarified that action under Clause 2 & 3 of

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

		<p>the agreement attracted even though the Contractor fails to sign the agreement on Rs.50/- non-judicial stamp paper but do not start work from the tenth day after date on which the order to commence the work is issued to the contractor. The date of start of the work will be considered as date of taking over the possession of site. In case of tender for supply of material the documentary proof for start of work will be submission of samples for approval to Officer-in-Charge i.e. in case the supply order is given to the contractor and he fails to supply the materials or submit the samples to Officer-in-Charge then the action to be taken against the contractor is only the forfeiture of earnest money and if he submits the samples for supply and there after abandons the work or fails to supply the materials then action under Clause- 2 & 3 is attracted.</p>
--	--	--

17. This 'Notice Inviting Tender' shall form part of the contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting Authority, shall, within 7 days from the date of award of the work, sign the contract consisting of :-
- The Notice inviting tender, all the documents including additional conditions, specifications, and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - Standard NIT **Form 7** or other Standard DDA Form as mentioned.
18. In case any discrepancy is noticed between the document as uploaded at the time of submission of the bid online and then the bid submitted shall become invalid and the **DDA** shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
19. It may please be carefully noted that no condition, whatsoever, shall be accepted by the department and the contractor is strictly prohibited from giving conditional tender and if any contractor is not prepared to execute the work at the terms and conditions contained in the tender documents, he is requested not to tender for this work. It may be noted that if any contractor chooses to submit conditional tender in spite of clear direction given above, his tender is liable to be summarily rejected and his full Earnest Money shall stand forfeited. He will also be liable for being debarred from tendering in DDA for a period of six months.
20. (a) **Purchase tax, turnover tax or any other tax (Except GST) in respect of the contract shall be payable by the contractor and DDA will not entertain any claim whatsoever in this respect**
- (i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by states, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the **Director(Hort.)** (whose decision shall be final and binding on the contractors) attributable to delay in execution of work within the control of the contractor.(ii) The Contractor must produce certificate of registration of GST under Delhi GST Act 2017 and tax clearance certificate thereof from the concerned department (s).
21. Tenderers may refer Press Tender Notice/detailed tender notice in e-tendering website for any corrigendum/amendments in the tender.
22. DDA will not be responsible for not getting internet connection/power supply while downloading the Electronic bid sheets/documents or while uploading their bids
23. **Cess under the provisions of the buildings and other constructions workers (RE&&CS) Act-1996 and the building and other construction workers welfare cess Act 1996 @ 1% of the constructions/ projects shall be deducted at source from the bill paid to the contractor, DDA shall not bear any liability on account of**

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

cess being deducted and reimbursed to GNCTD in pursuance of building and other construction workers welfare cess Act 1996 read with Delhi Building and other construction workers(RE & CS) Rules 2002.

Dy. Director (Hort.) HortDiv No.- ____
For and on behalf of DDA, New Delhi

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ____ /DDA

SECTION - I
BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which bids are invited are as under:

S. No.	Name of work	Estimated cost	Period of completion

2. The work is situated at

3. General features and major components of the work are as under:

(i)

(ii)

(iii)

(iv)

4. Work shall be executed according to General Conditions of Contract for Central P.W.D. Works available separately at printer's outlets. The bidder may obtain the address of the outlets from the DD Hort.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

SECTION - II

INFORMATION & INSTRUCTIONS FOR BIDDERS

1.0: General

- 1.1 Letter of transmittal and forms for deciding eligibility are given in Section III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, 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 bidder, 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.
- 1.3 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Deputy Director or equivalent.
- 1.4 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.
- 1.5 Deleted

2.0: Definitions

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them.
- 2.2 Employer: Means the Delhi Development Authority, acting through the Deputy Director (Hort.) _____
- 2.3 Bidder: Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 2.4 "Year" means "Financial Year" unless stated otherwise.

3.0: Method of application

- 3.1 If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 3.2 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.
- 3.3 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 latter 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.
- 3.4 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.

4.0: Final decision making authority

The employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

5.0: Particulars provisional

The particulars of the work given in Section I are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

6.0: Site visit

The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

7.0: Initial Criteria for eligibility

7.1 The Bidder should have satisfactorily completed similar works during the last Seven years ending previous day of last date of submission of tenders as below. For this purpose cost of work shall mean gross value the completed work including cost of material supplied by the Government/Client but excluding those supplied free of cost. This should be certified by an officer not below the rank of Deputy Director Horticulture or equivalent.

(i) Three similar works each costing not less than 40% of ECPT, or completed two similar works each costing not less than 60% of ECPT, or completed one similar work costing not less than 80% of ECPT.

Similar work shall mean works of **'all horticulture activities like plantation, landscaping related to horticulture, grassing and other horticulture related works including maintenance works. The cost of the maintenance work shall be considered as 50% of the value of work done.'**

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

7.2 The bidder should have had Average Annual Financial Turnover of 30% of ECPT on **horticulture work** during the last three consecutive years Balance sheets duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

7.3 The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during **available last five consecutive balance sheets, duly certified and audited** by the Chartered Accountant.

7.4 The bidder should have a solvency of 40% of ECPT certified by his Bankers **OR** Net Worth certificate of minimum 10% of estimated cost put to tender issued by certified chartered accountant as per Form-B1.

7.5 The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder shall have **to** submit a list of these employees stating clearly how these would be involved in this work within 15 days of award of work.

7.6 The reference, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Deputy Director Hort. or equivalent.

7.7 **TECHNICAL AND OTHER STAFF:** The bidder should have sufficient number of technical and administrative employees for the proper execution of the contract. The bidder shall have to submit a list of these employees stating clearly how these would be involved in this work within 15 days of award of work.

8.0: Evaluation criteria

8.1 The details submitted by the bidders will be evaluated in the following manner:

8.1.1 The initial criteria prescribed in para 7.0 above in respect of experience of eligible similar class of works completed, loss, Solvency/Net worth Certificate, financial turn over and

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

bidding capacity etc. will first be scrutinized and the bidder's eligibility for the work be determined.

8.1.2 The bidders qualifying the initial criteria as set out in para 7.0 above will be evaluated for following criteria by scoring method on the basis of details furnished by them.

(a)	Financial strength (Form 'A' & 'B'/'B-1')	Maximum 20 Marks
(b)	Experience in eligible similar nature of work during last Seven years (Form 'C') & form C 1	Maximum 20 Marks
(c)	Performance on works (Form 'D')- Time over run	Maximum 20 Marks
(d)	Performance on works (Form 'D')- Quality Distribution of marks shall further be calculated on the basis of following: (i) Outstanding 40 (ii) Very good 30 (iii) Good 20	Maximum 40 Marks
	(iv) Poor 0	
Total		100 Marks
(Evaluation of marks shall be done as per PROFORMA - 1)		

To become eligible for short listing the bidder must secure at least fifty percent marks in each (Section a, b, c & d) and sixty percent marks in aggregate.

Evaluation of the performance of contractors for eligibility shall be done by NIT approving authority or a committee constituted by him. All the eligible similar works executed and submitted by the bidders may be got inspected by a committee which may consists client or any other authority as decided by NIT approving authority. **The marks for the quality shall be given based on the inspection, if inspection is carried out.**

The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

Note: The average value of performance of works for time overrun and quality shall be taken on the basis of performance report of the eligible similar works.

9.0: Financial information

Bidder should furnish the Annual financial statement for the last five year in(Form 'A') and Solvency Certificate in (Form 'B') OR Net Worth certificate Form 'B1'

10.0: Experience of similar works

10.1 Bidder should furnish the List of eligible similar nature of works successfully completed during the last seven years in (Form "C").

11.0: Organization information

Bidder is required to submit the information in respect of his organization in Forms "E"

12.0: Letter of transmittal

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

13.0: Opening of Price bid

After evaluation of applications, a list of short listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives.

14.0: Award Criteria

14.1 The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- (a) Amend the scope of work and value of contract.
- (b) Reject any or all the applications without assigning any reason.

14.2 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

PROFORMA - 1**CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR PRE-ELIGIBILITY**

Attributes		Evaluation					
(a)	Financial strength	(20 marks)					
	(i) Average annual turnover	16 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				
(ii) Solvency Certificate	4 marks						
(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 =		1.00	2.00	3.00	>3.50	20
	(i) Without levy of compensation		20	15	10	10	
	(ii) With levy of compensation		20	5	0	-5	
	(iii) Levy of compensation not decided		20	10	0	0	
	TOR = AT/ST, where AT=Actual Time; ST=Stipulated Time in the Agreement plus (+) justified period of Extension of 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)	(40 marks)					
	(i) Outstanding		40				
	(ii) Very Good		30				
	(iii) Good		20				
	(iv) Poor		0				

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

SECTION III

INFORMATION REGARDING ELIGIBILITY**LETTER OF TRANSMITTAL**

From:

ToThe Dy. Director (Hort.)
Hort. Div No. ___ / DDA**Subject:****Sub Head:**

Sir,

Having examined the details given in press notice and bid document for the above work, I/we here-by submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms "A to E" (if Applicable) 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. I/we also authorize Dy. Director (Hort.) Hort. Div. No. ___, /DDA to approach individuals, Employer, 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 eligible similar works:

Name of work	Certificate from

5. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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

6. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
7. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
8. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- 9 In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

It is certified that the information given in the enclosed Eligibility bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Date of submission:

**Seal of bidder
Signature(s) of bidder(s)**

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

FORM 'A': FINANCIAL INFORMATION

- I. **Financial Analysis** – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years (financial years) ending **31st March, 2020 or 31st March, 2019** as the case may be duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

S. No.	Description	Years				
(i)	Gross Annual turnover on construction works					
(ii)	Profit / Loss (Standalone finance statement and consolidated finance statement both)					

- II. Financial arrangements for carrying out the proposed work.
 III. Net worth Certificate from the registered Chartered Accountant of the bidder in the prescribed Form "B-1".

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

FORM 'B': BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh. _____ having marginally noted address, as a Customer of our 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

NOTE

1. Bankers Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM 'B-1': FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

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

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. of ICAI

Date and Seal

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

FORM 'C': DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDERS.

S. No.	Name of work/project and location	Owner Sponsoring or organization	Cost of work in Cores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/Arbitration Case spending/in progress with details*	Name and address/telephone number of officer to whom reference maybe made	Remark
1.	2.	3.	4.	5.	6.	7.	8.	9.	10

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

Signature of Bidder (s)

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

FORM 'D': PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM 'C'

1. Name of work/project & location :
2. Scope of Work :
3. Agency/ Organization :
4. Agreement No. :
5. Estimated cost :
6. Tendered cost :
7. Date of start :
8. Date of completion :
 - (1) Stipulated date of completion
 - (2) Actual date of completion
9. Amount of compensation levied for delayed completion, if any
 - (a) Whether case of levy of compensation for delay has been Decided or not? : Yes / No
 - (b) If decided, amount of compensation levied for delayed Completion, if any :
10. Performance Report :
 - (i) Quality of work : Outstanding/Very Good/Good/Poor
 - (ii) Financial soundness : Outstanding/Very Good/Good/Poor
 - (iii) Technical Proficiency : Outstanding/Very Good/Good/Poor
 - (iv) Resourcefulness : Outstanding/Very Good/Good/Poor
 - (v) General Behavior : Outstanding/Very Good/Good/Poor

Dated:

Director (Hort.) Hort Div No. ___
Or Equivalent

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

FORM "E": 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
4	Particulars of registration with DDA /various Bodies (attach attested photocopy)	:	
	Organization/Place of registration 1. 2. 3.	:	Registration No.
5	Names and titles of Directors & Officers with designation to be concerned with this work.	:	
6	Designation of individuals authorized to act for the organization	:	
7	Has the bidder or any constituent partner in case of partnership firm, Limited Company /Joint Venture ever been convicted by the court of law? If so, give details.	:	
8	In which field of Civil Engineering construction/horticulture the tenderer has specialization and interest?	:	
9	Any other information considered necessary but not included above.	:	

Signature of bidder(s)

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

ITEM RATE TENDER AND CONTRACT FORM**Name of work** :**Sub-Head** :

To be submitted through E-Tendering up to 0.00 pm on _____ Dy. Director (Hort.)
Hort. Div No.____, Division HCD-____/DDA.

i) To be opened through E-Tendering at 0.00 pm on _____ by the Dy. Director (Hort.)
Hort. Div No.____, Division HCD-____/DDA

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 condition, Schedule of Quantities & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

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

We agree to keep the tender open for **60 (Sixty) days** from the due date of its opening and not to make any modifications in its terms & conditions.

Earnest Money of Rs. _____ to be deposited through separate transactions) has been deposited through RTGS / NEFT in the account of Sr. AO/CAU/Hort./DDA having account No. 01201110000010 with HDFC Bank (IFSC Code HDFC 0000120) GF-01,02,03 Laxmi Deep Building, Laxmi Nagar Distt. Centre, Vikas Marg, Delhi -110092.

The unique transaction reference of RTGS/NEFT has been uploaded by the tenderer in the e-tendering system by the prescribed date.

If I/we fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said DDA or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commenced work as specified, I/we agree that DDA of its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise they said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents 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 provision contained in Clause 12.2 and 12.3 of the tender form.

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

I/ we undertake and confirm that eligible similar work (s) has/ have got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in DDA in future forever. Also, if such a violation comes to the notice of the Department before the date of start of work the Officer-in-charge shall be free to forfeit the entire amount of earnest money deposit /performance guarantee.

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

Signature of witness

Signature of contractor

Name : _____

Name: _____

Address : _____

Address: _____

Occupation: _____

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the DDA for a sum of
 ` _____ * _____
 (_____ * _____)

The letters referred to below shall form part of this contract

Agreement:

- i)
- ii)
- iii)

For & on behalf of Delhi Development Authority

Signature _____

Designation: **Dy. Director (Hort.)**

Hort Div No. ___/ DDA

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

INTEGRITY PACT

To

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

Sub: NIT No.....for the work

Name of Work: -

Sub Head:-

Dear Sir,

It is here by declared that DDA is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully

Dy. Director (Hort.) Hort. Div. No. ___

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

INTEGRITY PACT

To

The Dy. Director (Hort.)
Hort. Div. No. ___ / DDA

Sub: Submission of Tender for the work of

Dear Sir,

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

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

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

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

Yours faithfully
(Duly authorized signatory of the Bidder)

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

INTEGRITY PACT

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

INTEGRITY AGREEMENT

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

BETWEEN

Delhi Development Authority represented through Dy. Director (Hort.) Hort. Div
No..... D.D.A

(Name of Division)

.....(Hereinafter referred as the "Principal/Owner", which expression

(Address of Division)

Shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

Through..... (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

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

Hereinafter referred to as the "Contract"

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

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

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, Demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender Process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender Process or the Contract Execution.
 - c) The Principal/owner shall Endeavour to exclude from the Tender Process any person, whose conduct in the past has been biased nature.
- 2) If the Principal/Owner obtain information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988(PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor(including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government DDA /Department all suspected acts of fraud or Corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) Contractor (S) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender Process or execution of the Contact or to any third person any material or other benefit which he/she is not legally entitled to, in order obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) ill not use improperly,(for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidders(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidders Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder (s) /Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the **DDA** interests.
 - 5) The Bidder(s) /Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person. his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/ Owner.
- 2) Forfeiture of EMD / Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate /determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal /

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.

- 3) Criminal Liability: If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigate.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/ State Public Sector Enterprises in India that could justify his exclusion form the Tender Process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender Process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, in its own discretion, revoke the exclusion premature

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

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

Article 6: Duration of the Pact

- 1) This Pact begins when both the parties have legally signed it. It expires for the Contactor/Vendor 160 days after the completion of work under the contract or till the continuation of defect liability period whichever is more and for all other bidders, till the Contract has been awarded.
- 2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, DDA.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/ Owner, who has floated the tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- 3) It the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arises between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or Interpretation thereof shall not be subject to arbitration

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contact documents with regard any of the provision covered under this Integrity Pact.

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

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

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

WITNESSESS:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

GENERAL RULES AND DIRECTIONS

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places & signed by the officer inviting tender or by publication in Newspaper as the case may be GENERAL RULES AND DIRECTIONS.

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 along with tender, the Performance Guarantee to be deposited by the successful agency / contractor and the amount of security deposit to be deducted from bills. Copies of the specifications designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

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

4A. Applicable for Percentage Rate Tender only

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; he will be willing to execute the work. The tender submitted shall be treated as invalid if:-

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

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

- 4B. In case the lowest tendered amount (estimated cost + 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 contractors 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.

In case the lowest rates are quoted by more than one bidder, selection of L-1 shall be done through GeM. (in presence of bid opening committee), then in order to arrive at a decision. The entire process of tendering including tie breaking to select L-1, shall be done through GeM.

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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-tender.

5. The officer inviting tender or his duly authorized representatives will open tenders and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall be thereupon be given to the contractor who shall thereupon for the purpose of identification of copies of the specifications and other documents mentioned in Rule-1 In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
8. 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
9. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end
- 10 (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered 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 or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank
11. The contractor whose tender is accepted shall permit DDA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or will also be accepted for this purpose provided confirmatory advice is enclosed
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated in writing to the Officer-in-Charge.
13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and DDA will not entertain any claim whatsoever in respect

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

14. LABOUR CESS:

a) Cess under the provision of Building and Other Construction Workers (RE & CS) Act 1996 and the Building and Other Construction Workers Welfare Cess Act 1996 @ 1% of the cost of Construction/Project shall be deducted at source from the bill paid to the Contractor. DDA shall not bear any liability on account of cess being deducted and reimbursed to GNCTD in pursuance of Building and Other Construction Workers Welfare Cess Act, 1996 read with Delhi Building and Other Construction Workers (RE & CS.) Rules, 2002.

b) GST @ 2% on overall amount of work shall be recovered under GST act 2017.

15. The contractor shall give a list of both gazetted and non-gazetted DDA employees related to him.
16. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves have/ have tendered or who may 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.
17. The tender for composite work includes ,in addition to building work, all other works such as sanitary and water supply installations, 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.
18. 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

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

General 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 DDA and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Officer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i) The expression **works or work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The **Site** shall mean the land/ or other places on, into or through which 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 assigns of such individual, firm or company.
 - iv) Deleted.
 - v) **The Officer-in-Charge means the Divisional Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of DDA as mentioned in Schedule 'F' hereunder.**
 - vi) Deleted.
 - vii) Deleted.
 - viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
 - ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
 - x) **Market Rate** shall be the rate as decided by the Officer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
 - xi) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.

- xii) Department means DDA/Delhi Development Authority
- xiii) Deleted.
- xiv) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- xv) **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 phasing if any, as indicated in the tender document.

3. **Scope and Performance**

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

- 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

6. **Works to be carried out**

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.

7. **Sufficiency of Tender**

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.

8. **Discrepancies and Adjustment of Errors**

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

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

- i) Description of schedule of quantities.
- ii) General specification and Special Condition, if any.
- iii) CPWD Specifications.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- iv) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission 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.
9. **Signing of Contract**
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 letter 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 tender document 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) **Model Rules**
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed by DDA or its contractors.
 - d) Contractors labour regulations.
 - e) List of Acts and omissions for which fines can be imposed.
 - iii) No payment for work done will be made unless contract is signed by the contractor.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

CLAUSES OF CONTRACT

Clause 1

Performance Guarantee

- i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Officer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Officer-in-Charge. 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 the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. ii. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that, if the same is submitted by the agency on scheduled format I as per GCC. If the same is submitted on the format II as per GCC, then the Performance Guarantee shall be valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately. iii. The Officer-in-Charge shall make a claim under the performance guarantee except for amounts to which the DDA is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Officer-in-Charge may claim the full amount of the Performance Guarantee. b) Failure by the contractor to pay DDA any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Officer-in-Charge. iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DDA.

Clause 1 A

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor)

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by DDA on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Officer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

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

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

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

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

Clause 2

Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under

Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the DDA on account of such breach, pay as

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete. Compensation delay of work

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

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Officer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

This is without prejudice to right of action by the Officer in Charge under clause 3 for delay in performance and claim of compensation under that clause. In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

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

Clause 3

When Contract can be Determined

Subject to other provisions contained in this clause, the Officer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this contract

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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 Officer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Officer-in-Charge.
- iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Officer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Officer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified. iv.If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer-in-Charge.
- v. If the contractor shall offer or give or agree to give to any person in DDA service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for DDA.
- vi. If the contractor shall enter into a contract with DDA in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Officer-in-Charge.
- vii. If the contractor had secured the contract with DDA as a result of wrong tendering or other non bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- viii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors
- ix. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order
- x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

thereof without the prior written approval of the Officer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Officer-in-Charge on behalf of the DDA shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Officer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the DDA.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

Clause 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract **by giving notice to the other party stating the reasons**. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 15 days **neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.**

Clause 4

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

In any case in which any of the powers conferred upon the Officer-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 Officer-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 Officer-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 Officer-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 Officer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

Clause 5

Time and Extension for Delay

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

- 5.1** (i) As soon as possible but within 7 (seven) working days of award of work and in consideration of
- a) Schedule of handing over of site as specified in the Schedule 'F'
 - b) Schedule of issue of drawings if applicable as specified in the Schedule 'F', the Contractor shall submit a Time and Progress Chart for each mile stone. The Officer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Officer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Officer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents
- (ii) In case of non-submission of construction programme by the contractor, the program approved by the Officer-in-Charge shall be deemed to be final.
- (iii) The approval by the Officer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
- (iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Officer-in-Charge for the work done during previous month to the Officer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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 Officer-in-Charge in executing work not forming part of the Contract, or
- (vi) any other cause like above which, in the reasoned opinion of the Officer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Officer-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 Officer-in-Charge to proceed with the works.

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

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

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

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

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

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Officer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

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

Clause 6

Computerized Measurement Book

Officer-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 A4 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 Officer-in-charge or his authorized representative as per interval or program fixed in consultation with Officer-in-charge or his authorized representative. After the necessary corrections made by the Officer-in-charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Officer-in-charge for the dated signatures by the Officer-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 Officer-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 Officer-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 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.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

Except where any general or detailed description of the work expressly shown 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 Officer-in-charge or his authorized representative in charge of work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurement any work without consent in writing of the Officer-in-charge or his authorized representative in charge of 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 Officer-in-Charge's consent being obtained in writing, the same shall be uncovered at the contractors expense, or in default there of no payment or allowance shall be made for such work or the materials with which the same was executed.

Officer-in-charge or his authorized representative may cause either themselves or through another officer of the department to check the measurement recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurement 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 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 notice till completion of the defects liability period

Clause 6A

Measurements of Work Done through Mobile App.

Officer 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 in E-measurement book on DDA App. And /or level book by the contractor as per procedure laid down by DDA through circular /guidelines issued from time to time. Contractor will not be entitled for any additional payment for doing measurements of E-measurements book. The contractor will be responsible for submitting the measurements in the E-measurement book App. Which will be checked by the Section Officer/ Asstt. Director/Deputy Director concerned on the App. Self.

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

If for any reason the contractor or his authorized representative is not available and he work of recoding measurement is suspended by the Officer-in-charge or his representative, the Officer-in-Charge and the department shall not entertain any claim from contractor for any loss or damage on this account. If the contractor or his authorized representative have been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurement recorded in his absence by the Officer-in-

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

charge or his representative shall be deemed to be accepted by the contractor and shall be binding upon him. The contractor shall without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specification 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 specification, 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.

Clause 7

Payment of intermediate certificate to be regarded as Advances

No payment shall be made for work, estimated to cost Rs. Two Lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Two Lac the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Officer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Officer-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, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Officer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Officer-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 Officer-in-Charge or his Authorized Officer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Officer-in-Charge, the period of ten working days will be extended to fifteen working days.

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

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

The Officer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Director to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill(s) to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the DDA from the date of expiry of prescribed time limit which will be compounded on yearly basis

Payments in composite Contracts- DELETED

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 Officer-in-Charge of the discipline of minor component directly to the main contractor.

Clause 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with BOCW Welfare Board, whatever applicable are submitted by the contractor to the Officer-in-Charge.

Clause 8

Completion Certificate

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Officer-in-Charge and within thirty days of the receipt of such notice, the Officer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects

(a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Officer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Officer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 8 A

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 Officer-in-Charge shall have the right to get this work done at the

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

Clause 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished recorded by the Officer-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 Officer-in-Charge, will, as far as possible be made within three months the period specified here in under, the period being reckoned from the date of receipt of the bill by the Officer-in-Charge or his authorized Asstt. Director/ SO, complete with account of materials issued by the Department and dismantled materials if any.

- a) If the Tendered value of work is up to Rs. 45 lac : 2 months
- b) If the Tendered value of work is more than Rs.45 lac and up to Rs. 2.5 Crore : 3 months
- c) If the Tendered value of work exceeds Rs. 2.5 Crore : 6 months

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

Clause 9 A

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 Officer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by DDA or his signature on the bill or other claim preferred against DDA before settlement by the Officer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, cooperative or thrift societies or recognized financial institutions. Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities Vis-a- Vis the DDA.

Clause 10 A

Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the DDA. The contractor shall, at his own expense and without delay; supply to the Officer-in-Charge samples of materials to be used on the work and

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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 Officer-in- Charge furnish proof, to the satisfaction of the Officer-in-Charge that the materials so comply. The Officer-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 Officer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Officer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Officer-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 Officer-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 Officer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Officer -in- Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Officer-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 Officer-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 Officer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Officer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

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

Clause 10 B -DELETED

Secured Advance on Materials

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

CLAUSE 10C

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

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

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

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

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

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

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

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). If updated stipulated date of completion as calculated on pro-rata basis does not cover full calendar month then indices will be considered or restricted to previous month. The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal Chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

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

Adjustment for component of individual material

$$V = P \times Q \times \frac{CI - CI^0}{CI_0}$$

Where,

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

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

Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2. CI_0 = Price index for cement, steel reinforcement bars structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Note:

- (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost) 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. If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.
- (ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.
- (iii) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any.
- (iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.
- (v) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.

CLAUSE 10 CC-DELETED**PAYMENT DUE TO INCREASE / DECREASE IN PRICES/AGES (EXCLUDING MATERIALS COVERED UNDER CLAUSE 10 CA) AFTER RECEIPT OF TENDER FOR WORKS**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as below :
 - (a) Gross value of work done up to this quarter : (A)
 - (b) Gross value of work done up to the last quarter : (B)
 - (c) Gross value of work done since previous quarter (A-B) (C)
 - (d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter : (D)
 - (e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter : (E)
 - (f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- (g) Advance payment made during this quarter: (G)
 (h) Advance payment recovered during this quarter: (H)
 (i) Advance payment for which escalation is payable in this Quarter(G-H): (I)
 (j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)

Then, $M = C+F+I-J$

$N = 0.85 M$

Cost of work for which escalation is applicable:

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

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

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

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

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

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

X_m = Component of 'materials' (except cement, structural steel, reinforcement bars POL and other materials covered under clause 10CA) expressed as percent of the total value of work.

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

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

***Note:** relevant component only will be applicable.

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

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

VL: Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W: Value of work done, worked out as indicated in sub-para (ii) above.

Y: Component of labour expressed as a percentage of the total value of the work.

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

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

Ll₀: Minimum daily wage in rupees of an unskilled adult male labour, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

- (vi) The following principles will be followed while working out the compensation as per sub para (vi) above.
- (a) The minimum wage of an unskilled Labour mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India-Delhi, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- (b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;
- (c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Labour alone shall form the basis for working out the escalation compensation payable on the labour component.
- (vii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:
- (a) No such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.
- (b) The Officer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub clause shall be implemented from time to time and the decision of the Officer-in-Charge in this behalf shall be final and binding on the contractor.
- (viii) Provided always that:-
- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.
- (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.
- Note:** Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10C, 10CA and 10 CC. The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, clause 10CA, and clause 10CC

CLAUSE 10D

Dismantled Material Govt. Property

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

Clause 11

Work to be executed in Accordance with Specifications, Drawings, and 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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Officer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

Clause 12

Deviations/ Variations Extent and Pricing

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

The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit up to 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, Principal Commissioner (Horticulture) shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

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 Officer-in-Charge

12.2 Deviation, Extra Items and Pricing

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

12.3 Deviation, deviated Quantities, Pricing

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

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

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Officer-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 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

- i) For Buildings: All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.
- ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.
- iii) For retaining walls, wing walls, compound walls, chimneys, over-head reservoirs/tanks and other elevated structures : All works up to 1.2 meters above the ground level
- iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 meters above the ground level.
- v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- vi) For Roads, all items of excavation and filling including treatment of sub base.

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

Clause 13

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

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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 Officer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) DDA shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however DDA shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by DDA, cost of such materials as detailed by Officer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) Reasonable compensation for transfer of T &P from site to contractor's permanent stores or to his other works, whichever is less. If T &P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary. The contractor shall, if required by the Officer-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 DDA as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Officer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the DDA from the contractor under the terms of the contract. In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Officer-in-Charge may return the previous Performance Guarantee

Clause 14

Carrying out part work at risk & cost of contractor

If contractor:

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Officer-in-Charge.
- (iii) (iii) The Officer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to DDA, 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 :
 - (iv) (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (v) (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor. The Officer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by DDA because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

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

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

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Officer-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 Officer-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 Officer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Officer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- (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 Officer in- Charge.

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

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

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

Clause 16

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Officer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose.

Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Officer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Officer-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 Officer-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 Officer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Officer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor

Clause 17

Contractor Liable for Damages, defects during defect liability Period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Officer 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 Officer-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 lakhs 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 Officer-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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

Clause 18

Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Officer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Officer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Officer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

Clause 18 A

Recovery of Compensation paid to Workmen

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

Clause 18 B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, DDA is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by DDA from time to time for the protection of health and sanitary arrangements for workers employed by DDA Contractors, DDA will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the DDA under sub-section (2) of Section 20, and

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DDA to the contractor whether under this contract or otherwise DDA shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which DDA might become liable in contesting such claim.

Clause 19

Labour Laws to be complied by the Contractor

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

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

No labour below the age of eighteen years and more than sixty years shall be employed on the work.

CLAUSE 19 B

Payment of Wages

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Officer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Officer-in-Charge concerned.

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

- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified DDA against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations (applicable to DDA also) without prejudice to his right to claim indemnity from his subcontractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in Schedule F for each default and in addition, the Officer-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 19 D

The contractor shall submit by the 4th and 19th of every month, to the Officer-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,

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- (4) the accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to DDA, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

CLAUSE 19 E

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

CLAUSE 19 F

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

1. Leave:

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

2. Pay:

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

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

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

Clause 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the DDA a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as decided by the authority mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Officer-in-Charge shall be final and binding on the parties.

Should it appear to the Officer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Officer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Officer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Officer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Officer-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 19 H

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

Clause 19I

The Officer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall

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 Officer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Officer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of tendered value of work may be imposed by the Director (Hort.) whose decision shall be final both with regard to the justification and quantum and be binding on the contractor

However, the Director (Hort.), through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

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

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

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

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be borne by the DDA. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

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

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

Clause 20**Minimum Wages Act to be complied with**

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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 Officer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of DDA in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Officer-in-Charge on behalf of the DDA shall have power to adopt the course specified in Clause 3 hereof in the interest of DDA and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

Clause 22

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

Clause 23**Changes in firm's Constitution to be intimated**

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

Clause 24**Life Cycle Cost**

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify construction defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Officer- in- Charge.

Clause 25**Settlement of Disputes & Arbitration**

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Clause 26**Contractor to indemnify govt. against patent rights**

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

Clause 27**Lump sum Provisions in Tender**

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

Clause 28**Action where no Specifications are specified**

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

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

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Officer-in-Charge or DDA will be kept

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

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

Clause 29A

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

Clause 30

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 Officer-in-Charge.

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- (ii) The Officer-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 Officer-in- Charge, unsatisfactory.

Clause 31

Hire of Plants & Machineries

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

Clause 32

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

- (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Officer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even of the contractor (or partner(s) in case of firm/company)is himself / herself an Engineers, it is necessary on the part of the contractor to Employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'

The Officer-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 Officer-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 Officer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Officer-in-Charge and shall also note down instructions conveyed by the Officer-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 Officer-in-Charge of the work in

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Officer-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 Officer-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 Officer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Officers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Officer-in-Charge. (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

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

The Officer-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 Officer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Officer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

Clause 33

Levy/Taxes payable by Contractor

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and DDA shall not entertain any claim whatsoever in this respect except as provided under Clause 38.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the DDA and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the DDA and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Quoted rates should be inclusive of all taxes payable under respective statutes. DDA will not entertain any claim, whatsoever, in this respect.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

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

Clause 35**Termination of Contract on death of Contractor**

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

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

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

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Clause 37**No Gazetted Engineer/officer to work as Contractor within One Year of retirement**

No engineer/officer of Gazatted rank or other Gazatted officer employed in engineering/horticulture or administrative duties in an engineering/horticulture department of the DDA 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 DDA 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 DDA as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 38**Theoretical consumption of Material**

- (i) After completion of the work and also at any intermediate stage in the event of no reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the Government 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 Officer-in-Charge.
 - b. Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Officer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.
 - c. Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
 - d. For any other material as per actual requirements
Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For non scheduled items, the decision of the Director Hort. regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (ii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Clause 39**Compensation during warlike situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Officer-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 Officer-in-Charge to remove any

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Officer-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 Director Hort. concerned for a higher amount. The contractor shall be paid for the damages/ 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 Officer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Officer-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 the reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

Clause 40

Apprentices Act provisions to be complied with

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

CLAUSE 41

Release of Security deposit 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 Officer-in-Charge. The Officer-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.

Additional & Special Clauses

CLAUSE 42

Penalty for deficiency of Services

The Agency/Contractor shall develop Mobile Application for uploading of complaints and photographs/complaints by RWA/Public/Officers of DDA. The complaint is to be attended by the

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Contractor within 10 days along with photographs on mobile application. If same is delayed, then a penalty of Rs.500/- per day shall be levied on Contractor.

CLAUSE 43

TPQA (Thirty Party Quality Assurance)

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra labour 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 1/4 to 1 (1.4 horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½”) for ladder up to and including 3m. (10ft.) in length. For longer ladder, this width should be increased at least ¼” for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of 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 precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
5. Demolition – Before any demolition work is commenced and also during the progress of the work.
 - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
6. All necessary personal safety equipment as considered adequate by the Officer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
- iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :
 - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher office.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Officer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapor proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Officer-in-Charge regarding the steps to be taken in this regard is an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
7. An additional clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product contained lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of DDA
 - viii) DDA may require, when necessary medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
8. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

**MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR
WORKERS EMPLOYED BY DDA OR ITS CONTRACTORS**

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

- i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part there of ordinarily employed.
- ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:
 - a) For work places in which the number of contract labour employed does not exceed 50 Each first-aid box shall contain the following equipment's:
 - 1. 6 small sterilized dressings.
 - 2. 3 medium size sterilized dressings.
 - 3. 3 large size sterilized dressings.
 - 4. 3 large sterilized burn dressings.
 - 5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
 - 6. 1 (30ml.) bottle containing sal volatile having the dose and mode of administration indicated on the label.
 - 7. 1 snakebite lancet.
 - 8. 1 (30 gms.) bottle of potassium permanganate crystals.
 - 9. 1 pair scissors.
 - 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 - 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 - 12. Ointment for burns.
 - 13. A bottle of suitable surgical antiseptic solution.
 - b) For work places in which the number of contract labour exceed 50 each first-aid box shall contain the following equipment's:
 - 1. 12 small sterilized dressings.
 - 2. 6 small size sterilized dressings.
 - 3. 6 large size sterilized dressings.
 - 4. 6 large size sterilized burn dressings.
 - 5. 6 (15 gms.) packets sterilized cotton wool.
 - 6. 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.
 - 7. 1 (60 ml.) bottle containing Sal volatile having the does and mode of administration indicated on the label.
 - 8. 1 roll of adhesive plaster.
 - 9. 1 snake bite lancet.
 - 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 - 11. 1 pair scissors.

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/ Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.
- iii) Adequate arrangements shall be made for immediate 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 be readily available during the working hours of the work place.
- vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
- vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compo under. The compo under shall be on duty and shall be available at all hours when the workers are at work.
- viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. **DRINKING WATER**

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

5. **WASHING FACILITIES**

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

6. **LATRINES AND URINALS**

- i) Latrines shall be provided in every work place on the following scale namely :

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- a) Where female are employed there shall be at least one latrine for every 25 females.
- b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.

- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.
- vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- viii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure)
- ix) The contractor shall at his own expense, carry out all instructions issued to him by the Officer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. **PROVISION OF SHELTER DURING REST**

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

Provided that the Officer-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.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

8. **CRECHES**

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

9. **CANTEENS**

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

Provided that the inside walls of the kitchen shall be line-washed every four months.

- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft.) per diner to be accommodated as prescribed in sub-Rule 9.
- xi a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
- b) Washing places for women shall be separate and screened to secure privacy.
- i) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- ii) a(1) There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
a(2) The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
b(1) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
b(2) A service counter, if provided, shall have top of smooth and impervious material.
b(3) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment's.
- xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No losses and shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:
 - a) The rent of land and building
 - b) The depreciation and maintenance charges for the building and equipment's provided for the canteen.
 - c) The cost of purchase, repairs and replacement of equipment's 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's provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every One Year by registered accountants and auditors

10. **ANTI-MALARIAL PRECAUTIONS**

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

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

12. **AMENDMENTS**

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

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

CONTRACTOR'S LABOUR REGULATIONS

1. **SHORT TITLE**

These regulations may be called the Contractors Labour Regulations.

2. **DEFINITIONS**

- i) **Workman** means any person employed by DDA or its contractor directly or indirectly through a sub-contractor with or without the knowledge of the DDA to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :
 - a) Who is employed mainly in a managerial or administrative capacity: or
 - b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per menses 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.
 - i) **No person below the age of 18 years and more than 60 years shall be employed to act as a workman.**
 - ii) **Fair Wages** means wages whether for time or piecework fixed and notified under the provisions of the Minimum Wages Act from time to time.
 - iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a sub-contractor.
 - iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.
3. i) **Normally working hours of an adult employee should not exceed 9 hours a day i/c 1 hour lunch time.** The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
 - iii)
 - a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
 - b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the Wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

4. **DISPLAY OF NOTICE REGARDING WAGES ETC.**

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

5. **PAYMENT OF WAGES**

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed every 10th of a month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct by contractor through bank or ECS or online transfer to his bank account
- vii) The Agency will pay wages to his workers and observe hours of the work and condition of employment as per applicable rules and Labour laws and Rules. It shall be the responsibility of Agency to ensure that he pays his employee's wages which are not less than the minimum wages prescribed by the GNCTD or required under the Labour Act.
- a) The payment to the worker deployed shall be made through an escrow account opened in the name of the agency at the beginning of the contract. For the purpose, a tripartite agreement shall be entered in to between DDA, agency and the concerned bank selected by the agency. Upon satisfactory completion of work for a particular duration based on due verification of attendance and bills submitted, DDA shall provide the list of various employees and amt. to be credited in to the account of each employee, and the service charge due to the agency to concerned bank. Once the entire amt. is deposited in to the said escrow account, the bank shall transfer it in to respective accounts, as per the mandate provided by the DDA.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Officer-in-Charge under acknowledgement.
- x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- xi) The contractor shall obtain from the SO or any other authorized representative of the Officer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "wage-cum-Muster Roll" as the case may be in the following form :

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

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

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

Note: An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-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 an opportunity of showing cause against such fines or deductions.
- iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV).
- ii) The contractor shall maintain a **Muster Roll register** in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- iii) iii)The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- iv) **Register of accident**
The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
- a) Full particulars of the labourers who met with accident
 - b) Rate of Wages
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident
 - f) Time and date of accident
 - g) Date and time when admitted in Hospital
 - h) Date of discharge from the Hospital
 - i) Period of treatment and result of treatment
 - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
 - k) Claim required to be paid under Workmen's Compensation Act
 - l) Date of payment of compensation
 - m) Amount paid with details of the person to whom the same was paid
 - n) Authority by whom the compensation was assessed
 - o) Remarks.
- v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) rules 1971 (Appendix-XI).
The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X).
- vii) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (F&A) rules 1971 (Appendix-XII).
- viii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).
- ix) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) rules 1971 (Appendix-XIV).
8. **ATTENDANCE CARD-CUM-WAGE SLIP**
- i) The contractor shall issue an **Attendance card-cum-wage slip** to each workman employed by him in the specimen form at (Appendix-VII).
 - ii) The card shall be valid for each wage period.
 - iii) The mechanism of marking of attendance including digital attendance through facial recognition etc. shall be decided by DDA and shall be binding on both parties. The DDA shall provide necessary infrastructure support in case Biometric Attendance is mandated. However, it shall be the responsibility of the agency to ensure adequate

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

mobile devices are provided to staff, in case mobile app. based attendance is made mandatory. Any default in marking the attendance as per decision taken by DDA will attract penal action or marking of absenteeism, as the case may be.

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

9. **EMPLOYMENT CARD**

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

10. **SERVICE CERTIFICATE**

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

11. **PRESERVATION OF LABOUR RECORDS EMPLOYMENT CARD**

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

12. **POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

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

13. **REPORT OF LABOUR OFFICER**

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Deputy Director Hort. concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Deputy Director Hort. after the Director Hort. has given his decision on such appeal.

- i) The Deputy Director Hort. shall arrange payments to the labour concerned within 45 days from the receipt of the report form the Labour Officer or the Director Hort. 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 Director Hort. concerned

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

within 30 days from the date of decision, forwarding simultaneously a copy of this appeal to the Deputy Director Hort. concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. **PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

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

16. **INSPECTION OF BOOKS AND SLIPS**

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

17. **SUBMISSION OF RETURNS**

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

18. **AMENDMENTS**

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

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Appendix 'I'

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor -----

Name and location of the work -----

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

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

Appendix 'II'

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR

Name and address of the contractor -----

Name and location of the work -----

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

Appendix 'III'

LABOUR BOARD

Name and work -----

Name of Contractor -----

Address of Contractor -----

Name and address of Division -----

Name of Labour Officer -----

Address of Labour Officer -----

Name of Labour Enforcement Officer -----

Address of Labour Enforcement Officer -----

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

A-----

C-----

CS-----

OW-----

D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

--	--	--	--	--	--

Weekly holiday -----

Wage period -----

Date of payment of wages -----

Working hours -----

Rest interval -----

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Form-XIII (See rule 75)

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer -----

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

A-----
C-----
CS-----
OW---
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

MUSTER ROLL

Name and address of contractor -----

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

Nature and location of work -----

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

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

A-----
C-----
CS-----
OW---
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Appendix 'VI'

Form-XVII
REGISTER OF WAGES

Name and address of contractor -----

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

Nature and location of work -----

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

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

A-----
C-----
CS-----
OW---
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Wage Card No. -----

WAGE CARD

Name and address of contractor ----- Date of Issue -----

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

Name of workman ----- Month / Fortnight -----

Rate of Wages -----

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

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

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

Signature

- A-----
- C-----
- CS-----
- OW---
- D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Appendix 'VII'
(Reverse)

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

WAGES SLIP

Name and address of contractor -----

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

Nature and location of work -----

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

1. No. of days worked -----

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

3. Rate of daily wages/ piece rate -----

4. Amount of overtime wages -----

5. Gross wages payable -----

6. Deduction, if any -----

7. Net amount of wages paid -----

Initials of the Contractor or his representative

A-----
C-----
CS-----
OW---
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Form-XIV [See rule 76]
EMPLOYMENT CARD

Name and address of contractor -----

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

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

Name and address of Principal Employer -----

1. Name of the workman -----

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

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

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

5. Wage period -----

6. Tenure of employment -----

7. Remarks-----

Signature of Contractor

A-----
C-----
CS-----
OW---
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Form-XV (See rule 77)
SERVICE CERTIFICATE

Name and address of contractor -----

Name and location of work -----

Name and address of workman -----

Age or date of birth -----

Identification marks -----

Father's/Husband's name -----

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

Name and address of Principal Employer -----

S. No.	Total Period for which employed		Nature of Work Done	Rae of wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

A-----
 C-----
 CS-----
 OW---
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

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

A-----
 C-----
 CS-----
 OW---
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

REGISTER OF FINES

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

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

A-----
C-----
CS-----
OW---
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

REGISTER OF DEDUCTION FOR DAMAGE OR LOSS

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

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

A-----
C-----
CS-----
OW---
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

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

A-----
C-----
CS-----
OW---
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Form-XXIII [See rule 78(2) e]

REGISTER OF OVERTIME

Name and address of contractor -----

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

Nature and location of work -----

Name and address of Principal Employer-----

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

A-----
C-----
CS-----
OW---
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

*Appendix 'XV'

DETAILS OF PAYMENT MADE TO THE CONTRACTUAL LABOURS

Name of the office: _____

Zone/Division: - _____

S. No.	Name of the Contractor	Name of the work	Present period of contract	Name and number of contractual labour	Amount of Minimum Wages to be paid to the individual	Statutory deducted Whether PF/ESI (Yes/No)	Whether the amount deducted in Column 7 has been deposited with PF Commissioner (Yes/No)	Bank statement submitted to the bank indicating the name of the person & amount paid
1	2	3	4	5	6	7	8	9

(Signature of Contractor)

Name:

Address:

Countersigned by EEs/Dy. Dir. and above under whose control of the works are being execute

A-----
C-----
CS-----
OW---
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

APPENDIX 'XVI'**FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING OF MILESTONES**

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

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

Rescheduling of Milestone applied for:

Milestone No. For Which Rescheduling is Applied	Original/Rescheduled Date	Details and Period of Hindrances	Comments of Deputy Director Hort.	Proposed Rescheduled Date of
(A) 1st Milestone				
(B) 2nd Milestone				
.....				

Submitted to the Principal Commissioner (Horticulture) / Director (Horticulture)

Signature of Contractor

Dated

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

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

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

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

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3). Submitted to the Authority indicated in Schedule F with copy to the Officer-in-Charge and Principal Commissioner (Horticulture)/ Director (Horticulture).

Signature of Contractor
Dated

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

**Appendix-XVIII
(FORM 31)**

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

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of20.....BETWEEN

..... (Hereinafter called the Contractor which expression shall where the context so

admits or implies be deemed to include his executors administrators and assigns) of the one part and the CORPORATION (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

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

- (1) That the said sum of Rupeesso advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Principal Commissioner Hort./Director Hort., Corporate Office (hereinafter called the Principal Commissioner Hort./Director Hort.) and in the term of the said agreement.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Principal Commissioner Hort./Director Hort. or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Principal Commissioner Hort./Director Hort.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Principal Commissioner Hort./Director Hort. or an officer authorised by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Corporation of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Corporation will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Corporation shall immediately on the happening of such default be repayable by the Contractor to the Corporation together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of e-payment and with all costs charges, damages and expenses incurred by the Corporation in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Corporation to repay and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Corporation of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Corporation may at any time thereafter adopt all or any of the following courses as he may deem best :-
- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the Corporation on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

the Corporation under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

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

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

Signature Witness Name

Address.....

Signed by..... by the order and direction of the Officer-in-charge in the presence of

Signature Witness Name

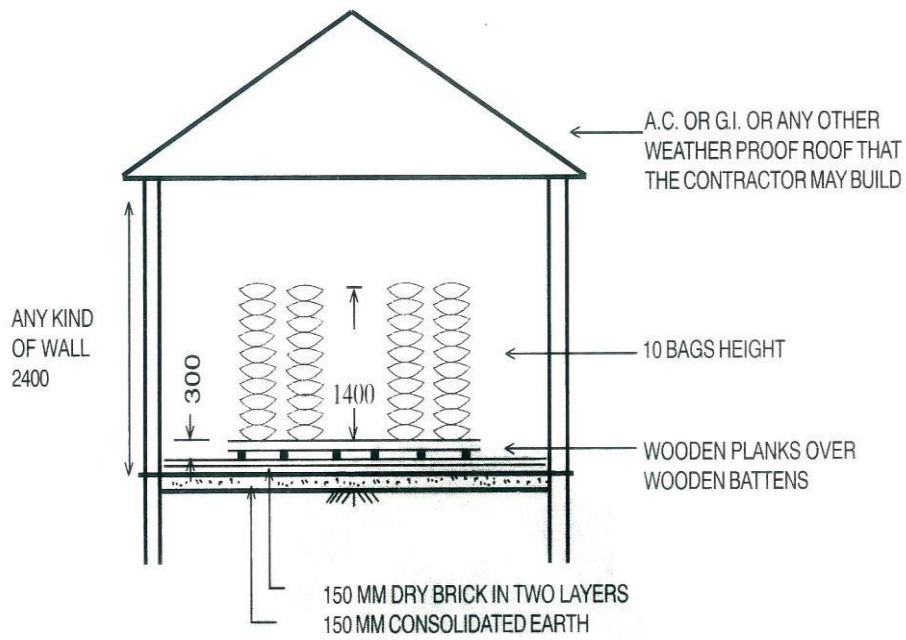
Address.....

A-----
C-----
CS-----
OW-----
D-----

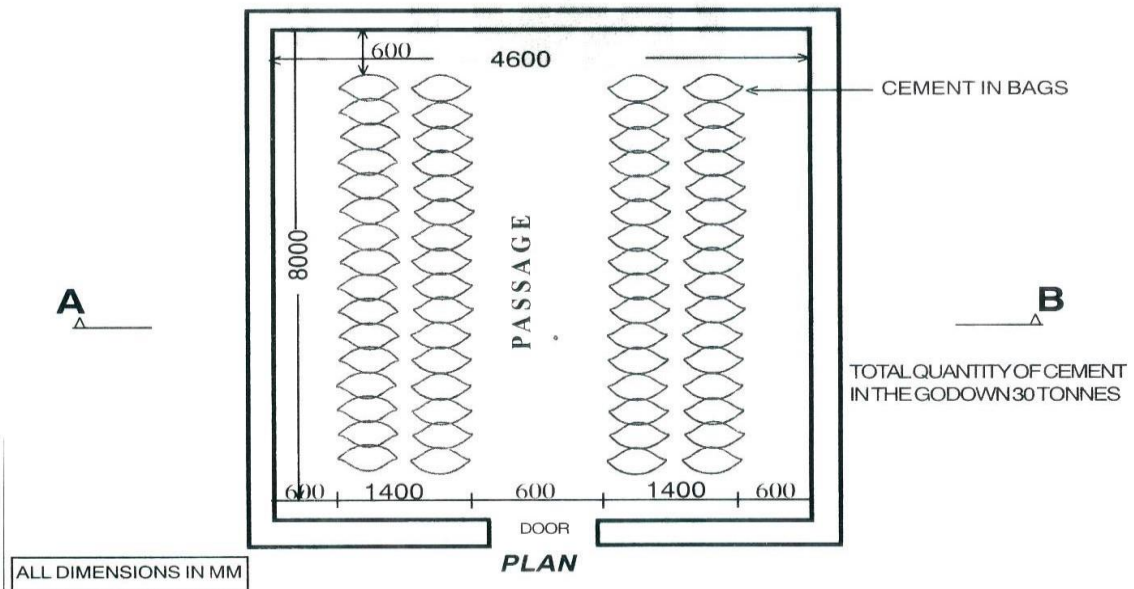
A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

सीमेन्ट गोदाम का रेखाचित्र / SKETCH OF CEMENT GODOWN



SECTION AB



- A-----
- C-----
- CS-----
- OW-----
- D-----

SCHEDULE - A**SCHEDULE OF QUANTITIES**

Item No.	Sub-heads and Item of Work	Quantity or No.	Rate	Per	Amount	Total
<i>As Per Sheet Attached Page-</i>						

SCHEDULE-B**SCHEDULE OF MATERIALS TO BE ISSUED TO THE CONTRACTOR**

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

SCHEDULE - D

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

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

SCHEDULE - E**REFERENCE TO GENERAL CONDITIONS OF CONTRACT**

Name of work:	
Sub-head:	
Estimated cost of work:	Rs.
(i) Earnest money:	Rs.
(ii) Performance Guarantee:	5% of tendered value
(iii) Security Deposit:	2.5% of tendered value

1. The work is situated at New Delhi under the jurisdiction of Deputy Director Hort Div-1, DDA
2. Technical Specifications as mentioned in General Specification of work.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

SCHEDULE-F**GENERAL RULES & DIRECTIONS**

Officer inviting tender	Deputy Director Hort. Div.-___/DDA		
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	As per Clause 12		
Definitions:			
2(v) Officer-in-Charge :	Deputy Director Hort. Div.-___/DDA		
2(viii) Accepting Authority:	Principal Commissioner (Horticulture)		
2(x) Percentage on cost of materials and labour to cover all overheads and profits	15%		
2(xi) Standard Schedule of Rates	DSR-2018, with up to date correction slip		
2(xii) Department	DDA		
9(ii) Standard CPWD contract Form GCC 2019, CPWD Form 7/ 8 as modified & corrected up to	Yes		
Clause 1			
i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress)and applicable labour licenses , registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance	07 days		
ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	07 days		
Clause 2			
Authority for fixing compensation under clause 2	Director (Hort.) SE/DDA		
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 Mile stone(s) as per table given below:-	22 Day		
Sl. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non-achievement of
1	Reference to Mile Stones Refer Para (A) Table of Milestones as encl. in Part A of this document.		

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Time allowed for execution of work	12 Months
Authority to decide:	
Extension of times/ (Officer-in-Charge or Officer-in-Charge of Major Component in case of Composite Contracts, as the case may be)	Director(Hort.)SE/DDA
Rescheduling of mile stones	Director(Hort.)SE/DDA
Shifting of date of start in case of delay in handing over of site	Director(Hort.)SE/DDA
PROFORMA OF SCHEDULES – Clause 5 (Schedule of handing over of site)	

Part	Portion of Site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance		Whole site is available
Part B	Portions with encumbrances		NIL
Part C	Portions dependent on work of other agencies		NIL
Schedule of issue of Designs (the Structural design and drawings i/c IEI drawings shall be prepared by the contractor as per schedule specified in special condition for design and drawings)			

Sr. No.	Description	Time Period for issue of design reckoned from date of receipt of tenders
1	Architectural Drawings to be issued	Along with award of work
2	Portions of Civil Designs to be issued	NA
Clause 7		
Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.		Payment shall be made on monthly basis.
Clause 7A		
Whether clause 7A shall be applicable		Yes
<i>No running account bill shall be paid in the work till the applicable labour licenses, registration with BOCW welfare board i/c Provident Fund Code No. if applicable whatever applicable are submitted by the contractor to the Officer-in-charge.</i>		

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Clause 8B		
(ii)	This shall not apply for maintenance or up gradation contracts not involving any services.	NA
(iii)	For other works, the limit shall be 0.1% of the tendered value or amount shown below whichever is more:-	
S.No.	Contract Value	Limit Rs
I	Less than or equal to Rs. 1 Crore	2000/-
II.	More than Rs. 1 Crore but less than or equal to Rs. 5Crore	5000/-
III.	More than Rs. 5 Crore but less than or equal to Rs. 20 Crores	25000/-
IV	More than Rs. 20 Crore	50000/-
Clause 10A		
	List of testing equipment to be provided by the contractor	NA
Clause 10B(ii)		
	Whether Clause 10 B (ii) shall be applicable	NA
Clause 10C		
	Component of labour expressed as percent of value of work	85%
Clause 10CA		-Not Applicable
Clause 10CC Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column Schedule of component of other Materials, Labour etc. for price escalation. Component of civil (except materials covered under clause 10CA) /Electrical construction value of work. - Component of Labour expressed as percent of total value of work. Note :Xm.....% should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)		-Not Applicable months Xm % Y %
Clause 11		
	Specifications to be followed for execution of work.	C.P.W.D. Specifications 2019 Vol. I & II with up to date correction slips issued
Clause 12		
	Type of Work	Horticulture/Maintenance Work.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Authority to decide deviation up to 1.3 times of tendered amount	Director (Hort.) SE/DDA
Clause 12.2 & 12.3	
Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	30%
Clause 12.5	
i. Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	30%
ii. Deviation Limit for items mentioned in earth work subhead of DSR and related items	100%
Clause 16	
Competent Authority for deciding reduced rates.	Director (Hort.) SE/DDA
Clause 18	
List of machinery, tools & plants to be deployed by the contractor at site:	1. Brush Cutter, 2. Secature, 3. Lawn Mover, 4. Spade, 5. Khurpi, 6. Nylone Rope, 7. Garden rack, 8. Hedge shear, 9. Hussein clothes, 10. Rickshaw, 11. Water sprinkler with pipe, (R.H. Pipe), 12. Sprayer machine 13. Broom, 14, Daab/are 15 ladder etc. & other Equipment as per requirement at site.
Clause 19 C	
Authority to decide penalty for each default	Deputy Director Hort. Div-___, DDA
Clause 19 D	
Authority to decide penalty for each default	Deputy Director Hort. Div-___, DDA
Clause 19G	
Authority to decide penalty for each default	Deputy Director Hort. Div-___, DDA
Clause 19 K	
Authority to decide penalty for each default	Deputy Director Hort. Div-___, DDA
Clause 25	
Constitution of Dispute Redressal Committee (DRC)	Chairman - Principal Commissioner (Horticulture) DDA Member - Director (Hort.) SE/DDA Member – Director (Hort.) SE/DDA
Clause 31	Water for horticulture/arbiculture to be provided by the department

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Clause 32	
Requirement of Technical Representative(s) and recovery Rate	See table attached

Sl. No.	Cost of work (Rs. in lakhs)	Requirement of Technical staff		Minimum Experience (Years)	Designation
		Qualification	Number		
1	200 to 500	B.Sc. (Agriculture)	1	5	Principal Technical Representative
		B.Sc. (Agriculture) or Diploma (Agriculture)	1	Nil	Technical Representative
2	50 to 200	B.Sc. (Agriculture)	1	5	Principal Technical Representative
3	10 to 50	B.Sc. (Agriculture) or Diploma (Agriculture)	1	Nil	Principal Technical Representative
			1	5	

Assistant Director retired from Government services that are holding Diploma will be treated at par with B.Sc. (Agriculture). Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with B.Sc. (Agriculture) for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree graduates.

S. No.	Qualification	Experience (years)	Rate of recovery
1.	B.Sc. (Agriculture)	5	30,000/- pm
2.	B.Sc. (Agriculture)	Nil	25,000/-pm
3.	Diploma (Agriculture)	5	20,000/-pm

Clause 38

- i) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates-2018 printed by C.P.W.D.
- ii) Variations permissible on theoretical quantities:

(a)	Cement	3% plus/minus.
	For works with estimated cost put to tender not more than Rs. 25 lakh.	
	For works with estimated cost put to tender more than Rs. 25 lakh.. 2% plus/minus	
(b)	Bitumen All Works	2.5% plus & 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

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

TABLE OF MILESTONE(S)

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

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER THE EXPIRY OF MAINTAINANCE PERIOD OF WORK

The agreement made thisday of year two thousand andbetween (Hereinafter called the Guarantor of the one part) and the Delhi Development Authority (Hereinafter called the DDA of the other part).

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the contract) dated and made between the GUARNTOR of the one part and the DDA of the other part, whereby the contractor, inter-alia, undertook to render the structure in the said contract structurally sound.

AND WHEREAS THE GURANTOR agreed to give guarantee to the effect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing and materials as per this contract.

NOW THIS GURANTOR hereby guarantees that work executed by him will remain structurally stable after the expiry of maintenance period prescribed in the contract for the minimum life of the five Years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Officer- in-charge with regard to nature and cause of defect shall be final. During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Officer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost. The decision of the Officer-in-charge as to the cost recoverable from the Guarantor shall be final and binding.

That if guarantor fails to make good all the defects, commits breach hereunder, then the guarantor will indemnify the Principal and his successors against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARNATOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the DDA, the decision of the Officer-in-charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the obligatorand.....by.....for and on behalf of the DDA on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of :

1. 2.

SIGNED FOR AND ON BEHALF OF THE DELHI DEVELOPMENT AUTHORITY BYin the presence of:

1. 2.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

FORM OF PERFORMANCE GUARANTEE-BANK GUARANTEE BOND

1. In consideration of the Delhi Development Authority(hereinafter called “The Government **DDA**”) having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called “the said contractor(s)” for the work of _____ (hereinafter called “The said agreement”) having agreed to production of a irrevocable Bank Guarantee for `_____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
We _____ (indicate the name of the bank) (hereinafter referred to as “the Bank) hereby undertake to pay to **DDA** an amount not exceeding `_____ (Rupees _____ only) on demand by the Government.

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

3. We _____ (indicate the name of the bank) the said bank further undertake to pay to **DDA** any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

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

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

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of **DDA** in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by **DDA**. Not with standing anything mentioned above, our liability against this guarantee is restricted to `_____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated _____ the day of _____ for _____ .

(Indicate the name of Bank)

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

BANK GUARANTEE FORM OF EARNEST MONEY

WHEREAS, contractor (Name of the contractor) (Hereinafter called "the contractor") has submitted his tender dated (Date) for the construction of (Name of work) (Hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that we (Name of bank) having our registered office at (Hereinafter called "the Bank") are bound unto (Name and division of **Dy. Director (Hort.) Hort. Div. No. ___**) (Hereinafter called "the Officer-in-Charge") in the sum of `..... (in words) for which payment well and truly to be made to the said Officer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this day of20.....

THE CONDITIONS of this obligation are:

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

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

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the instructions to contractor or as it may be extended by the Officer-in-Charge, notice of which extension(s) to the Bank is hereby waived.

Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date

Signature to the Bank

Witness

SEAL

(Signature, Name and Address)

* Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

GENERAL CONDITIONS

1. Before tendering, the tenderer shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, nature of soil, availability of materials, extent of leads and lifts involved in the work (over the entire duration of Contract) including local conditions, traffic restrictions, obstructions and other conditions for satisfactory execution of the work. He should take into consideration all such factors and contingencies, while quoting his rates. No claim whatsoever shall be entertained by the Department on this account.
2. The Contractor must study the Specifications and conditions carefully before tendering for the work to be executed.
3. Periphery of works area shall be the area shown in the layout plan of the scheme.
4. The Architectural, structural and other services drawings for the work shall at all-time be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
5. The Contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Officer-in-Charge. Nothing extra shall be paid on this account.
6. The work shall be carried out in such a manner so as not to interfere or affect or disturb other works being executed by other agencies, if any. He shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it, in proper sequence to the complete satisfaction of the Officer-in-charge. Any damage done by the contractor to any existing work shall be made good by him at his own cost. Otherwise the same shall be got done at his risk and cost.
7. The Contractor or his authorized representative should always be available at the site of work to take instructions from Departmental officers, and ensure proper execution of work.
8. All work and materials brought and left upon the ground by the Contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the DDA and the same are not to be removed or taken away by the Contractor or any other person without consent in writing of the Officer-in-Charge but the DDA shall not be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
9. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the Contractor on all the boulders, metal, shingle, earth, sand, bajri etc. collected by him for the execution of the work directly to the concerned revenue Authority of the State or Central Government. His rates are deemed to include all such expenditure and nothing extra shall be paid.
10. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams and waterways. He shall make good at his cost and to the satisfaction of the Officer-in-Charge, any damage to roads, paths, cross-drainage works or public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the Contractor. Utmost care shall be taken to

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.

11. Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected against the damage by the Contractor at his own expense. The Contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
12. The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidance only).
13. The Contractor shall give the following undertaking in respect of taking over of land in the following proforma

I/We hereby undertake that:

- (i) Full site free from any encroachment has been handed over to me/us on.....
 - (ii) The site office, casting yard, laboratory, cement Godown etc., will be constructed as per the plan attached.
14. All the above land is temporarily handed over only for the execution of above mentioned work.
 15. The above site will be given on temporary basis. After the completion/foreclosure/rescission of the work, clear site shall have to be handed over to the Officer-in-Charge. Similarly, the site for labour camp given to the agency shall be returned after the completion/foreclosure/rescission of the work free from all the occupation.
 16. If the agency delays the vacation of occupied area of land after the completion recorded/stoppage/ rescission of the work, he will be charged at the rate of Rs.1,50,000/- per month per hectare and the land shall be cleared at the risk & expense of the contractor. The decision of the Director (Hort.) _____ will be final and binding.
 17. The Officer-in-Charge shall not be precluded or stopped for taking any measurements, and framing of estimates or detaining any certification made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed any materials furnished by the Contractors and from showing that by such measurements, estimates or certificates in nature are incorrectly made, such that the Officer-in-charge shall not be precluded or stopped from recovering from the Contractor such damages as it may be sustained by reason of his failure to comply with the terms and conditions of the Contract.
 18. Officer-in-Charge shall have full powers to send workmen employed on the premises to operate fittings and other work not included in the Contract for whose operation the Contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such manner as not to hinder the progress of the work included in the Contract.
 19. The Contractor shall execute his work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors or piece meal workers or by the Officer-in-Charge and shall as far as possible arrange his work, shall place and dispose off the materials; being used or removed, so as not to interfere with the operations of the other Contractor, piece meal workers, or of DDA or other Departments. He shall arrange his work

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

with that of the others in an acceptable manner and shall perform it in proper sequence to complete satisfaction of Officer-in-charge.

20. Any permission, if required from police authorities or other Departments for closing or cutting of the road will be obtained by the Contractor at his own expense. He will have no claim for any financial loss or extension of time on this account.

21. **Shops**

Restaurants, Tea shops or kiosks shall not be allowed to put up by the Contractor in the works area/labour huts area. Temporary kiosk(s) put up by the Officer-in-Charge shall be taken by the Contractor on lease which is to be determined on the date of completion or termination of Contract whichever is earlier, and the rate of Rs.500 per kiosk per month shall be recovered from the Contractor from the bills paid. On date of completion of the work or termination of Contract whichever is earlier, the kiosk(s) shall be vacated by the Contractor and a vacant possession shall be handed over to the Officer-in-Charge failing which penalty shall be levied on the Contractor at the rate of Rs.150 per day per kiosk of delay involved.

22. **Levy of Taxes.**

- 22.1. Tendered rates are inclusive of all taxes and levies (except service tax which shall be dealt as per clause 38) payable under the respective statutes. However, pursuant to the Constitution Act, 1982 if any further tax or levy is imposed by statute after date of receipt of tenders and the Contractor there upon necessarily and properly pays such taxes/levies, the Contractor shall be reimbursed the amount so paid provided such payment, if any, is not in the opinion of SE (whose decision shall be final and binding) attribute to delay in execution of work under the control of the Contractor.

- 22.2. 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 DDA and further he shall furnish such other information/documents as the Officer-in-charge may require.

- 22.3. The Contractor shall within a period of 30 days of imposition of any further tax or levy, pursuant to the Constitution Act, 1982 give a written notice thereof to the Officer-in-Charge that the same is given pursuant to this condition together with all necessary information relating thereto.

23. The Contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the Department concerned. The Department will however, make all reasonable recommendations to the Authority concerned in this regard.

24. No foreign exchange shall be made available by the Department for the purpose of procurement of equipment, Plants, Machinery, materials of any kind or any other items required to be carried out in execution of work.

25. No payment will be made to the Contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained unless specified otherwise.

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

26. Lowest rate of the item shall be paid in case the item appears in more than one sub-head of schedule of quantities of the same contract.
27. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Officer-in-Charge.
28. The malba/garbage removed from the site shall be disposed-off by the Contractor at any suitable place as directed by the Officer in-charge. Nothing extra shall be payable for this.
29.
 - a) The surplus soil/earth shall be disposed-off as per directions of Officer-in-Charge.
 - b) The field staff shall keep the record of initial level and final levels of all such low-lying area.
30. Barricading of excavated trenches on both sides of the trench shall be done by the contractor to a height of 1.60 meters with galvanized steel plain sheet of 1.00mm thick (Class-I) fixed with nails etc. on 100mm dia. Sal ballies, fixed 3m apart as a safety measure. He will also provide red & white strips on sheets with aluminum paint 75mm wide alternatively on outside of sheets vertically and no extra payment will be made on this account.
31. The Contractor shall, during the currency of the Contract, when called upon by the Officer-in-Charge, engage and also ensure engagement of sub-Contractors and other employees by the Contractor in connection with the works, apprentices for such periods as may be required by the Officer-in-Charge. The Contractor shall then train them as required under the Apprentices Act, 1961 and the rules made there under and shall be responsible for all obligations of the employer under the said Act, including the liability to make payment(s) to apprentices as required under the said Act.
32. The Contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways etc. and other necessary attendant to move and adopt as directed for the inspection or measurements of the works by the Officer in-charge or his authorized representative.
33. The layout, alignment and the orientation of the different members of the structural work should be carried out after thoroughly checking the drawing and obtaining clarification, if any from the Officer-in-Charge. The setting out work should be carried out by the precision surveying instruments and got approved from the Officer-in-Charge. The Contractor shall arrange the necessary equipment and instruments.
34. Where directed by the Officer-in-Charge, the Contractor shall provide permanent bench marks. Likewise, any other levels or line or points specifically required by the Officer-in-Charge shall be built-in. The Contractor shall carefully protect and preserve such important marks during execution of work.
35. The Contractor shall be responsible for getting the necessary tests certificates from the concerned branch of Municipal Corporation and also to get connection for the water supply from the concerned branch of Municipal Corporation if available.
36. Contractor may be required to execute the work under foul position and nothing extra for executing the work in foul position/condition is payable.

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

37. The work shall be done in conformity with the plans and within the requirements of the general Architectural, Air Conditioning, Electrical and Structural Plans. This work shall be properly coordinated with the work of the other trades. Hangers and sleeves, structural opening shall be furnished in time for their installations as other work proceeds.
38. During the progress of the work, completed portions of the road may be occupied and put to use by the DDA but the Contractor shall remain fully responsible for maintenance of the installations till the entire work covered by the Contract is satisfactorily completed.
39. The Contractor shall be responsible for any activity, authorized or Unauthorized, going on within the site area handed over to him by the Department for construction/development/maintenance or for any other purpose. The Contractor shall also be responsible for informing the Officer-in-Charge, in writing, wherever their supervision is essential. Further this shall not be a ground for seeking time extension in completion of the work and/or for claiming any loss and/or damage by the Contractor, if at all this causes prolongation of completion of work.
40. **SAFETY OF WORKERS:**

In respect of all labourers directly or indirectly employed in the work for the performance of the Contractor's part of this Agreement, the Contractor shall at his expense arrange for the safety provisions as per the latest edition of India Standard Safety Codes and shall at his own expenses, 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 penalty prescribed under relevant clauses of these tender documents for each default and in additional the Officer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in on that behalf from the Contractor and no claims shall be entertained.

- i) I.S: 3006 Part I Safety code for Scaffolds and Ladders.
- ii) I.S: 3696 Part II Safety code for Scaffolds and Ladders Part II
- iii) I.S: 76 Safety code for Excavation work.
- iv) I.S: 4031 Safety code for Blasting and Drilling operations.
- v) I.S: 4138 Safety code for working in Compressed air.
- vi) I.S: 5121 Safety code for piling and other deep foundations.
- vii) I.S: 5916 Safety code for constructions involving use of bituminous materials.
- viii) I.S:7293 Safety code for working construction Machinery.
- ix) I.S: 7969 Safety code for storage and handling of building materials.
- x) Any other code as per directions of Officer-in-Charge.

41 **QUALITY CONTROL:**

- 41.1 Contractor shall be fully responsible for the quality of work being executed as per prescribed specification, relevant BIS codes and drawings. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Quality Assurance Cell/Vigilance Cell of DDA or Third Party quality assurance agency engaged by DDA & CTE of CVC, Govt. of India. Contractor shall be required to uncover the hidden item whenever it is required by CE (QAC) or CTE for checking measurements, quality of work and Specifications etc.

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

- 41.2 The Divisional Officer of DDA will also examine the work executed from the point of view of scope of work, inventory of fittings and fixtures and Specifications for the various items before the work is finalized. If in the opinion of the CE (QAC) or CTE, any of the work has been executed with improper material or defective workmanship, the contractor shall rectify or remove and reconstruct such work in whole or in part, remove such materials or articles and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failure to do so he will make him liable for penalty and other actions under clause 16 of PWD-7 attached with the agreement. If during any of the visits, use of sub-standard material or improper workmanship is noticed by the Divisional Officer or his Superiors or CE (QAC) or any of the authorized representative of third party quality assurance agency or his supervisors, the same shall also be promptly rectified on getting a written notice to do so.
42. No work shall commence in the absence of Contractor's officials and they shall certify in writing about the correctness of layout, alignment of structure and shall ensure stability of all structural and other building items.
- 43 All materials which are specified to be tested at the manufacturer's works shall satisfactorily pass the test in presence of the authorized representative of Officer-in-Charge before being used in the work. In case all requisite testing facilities are not available at the manufacturer's premises, such testing shall be conducted at laboratory approved by the Officer-in-Charge.
44. The Contractor shall make available Total station survey instrument ,Theodolite, Dumpy level with staff, steel tapes, stop watch, platform type weighing machine of 200 Kg Capacity, steel balance with weights, spring balance, slump cone with tamping rod, 15 cm cube molds (sufficient in number), Plumb bob, spirit level, Vernier calipers/ Micrometer, Calibrated cylinder, hammers, thermometers etc. readily and in good working condition at site to ensure proper quality of work.
45. Where the Contractor is required to provide materials of certain sizes or weights which may have gone out of market due to change over to metric standard, substitutes conforming to the nearest equivalents on the higher side, as approved by the Officer-in-Charge, shall be used. No claim of extra payment shall be entertained on this account.
46. Large sized details shall take precedence over small sized drawings. The Contractor shall verify all dimensions at site.
47. In the event of any difference of opinion among site representative in carrying out the item of work in accordance with the Agreement, the Officer-in-Charge shall decide the issue and his decision shall be final and binding on the Contractor and the Contractor shall be bound to carry out the instruction to complete the work in time. At no point of time the Contractor shall stop execution of the work on any ground whatsoever.
48. Unless stated otherwise, rates quoted by the Contractor shall hold good for work at all heights and depths. The Contractor shall not be paid anything extra for maintaining in good condition all the work executed till completion of the entire work; nor on account of damage to the works caused by rains or other natural phenomenon during the execution of works.
49. The rate shall be inclusive of working under water and adverse conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods, sub-soil water table being high or any cause whatsoever.

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Special Conditions to comply directives of Hon'ble National Green Tribunal dt. 04.12.2014 & 10.04.2015 and EIA Guidance Manual issued in February 2010.

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

A-----
 C-----
 CS-----
 OW-----
 D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

BOQ

Name of Work : _____

Sub-Head : _____

S. No.	Description of Item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
(A) For Parks					
1.	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e., lawn trees, shrubs, herbs, edge, flower beds, foliage creepers etc. including hoeing, weeding, pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related work as directed by officer in- charge (@1 Mali/Acre) .		Per Sqm./ Month		
2.	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e., lawn trees, shrubs, herbs, edge, flower beds, foliage creepers etc. including hoeing, weeding, pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related work as directed by officer in- charge (@1 Mali/1.5 Acre) .		Per Sqm./ Month		
3.	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e., lawn trees, shrubs, herbs, edge, flower beds, foliage creepers etc. including hoeing, weeding, pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related work as directed by officer in- charge (@1 Mali/2.0 Acre)		Per Sqm./ Month		

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

S. No.	Description of Item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
4	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e., lawn trees, shrubs, herbs, edge, flower beds, foliage creepers etc. including hoeing, weeding, pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related work as directed by officer in- charge (@1 Mali/3.0 Acre for Open spaces)		Per Sqm./ Month		
5.	Complete maintenance (Woodland) of the entire garden features having as per yard stick in the garden area i.e., lawn trees, shrubs, herbs, edge, flower beds, foliage creepers etc. including hoeing, weeding, pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related work as directed by officer in- charge (@1 Mali/5 Acre) .		Per Sqm./ Month		
6.	Cleaning and sweeping of park and keep it neat and clean by mechanised method/manually, remove litter, debris, picking of leaves, papers, plastic bottles etc. Including disposal of collected waste in dustbin/designated place as per direction of officer in-charge. (All T&P, Materials/articles shall be provided by the contractor) (@1 Mali/1.5 Acre) .		Per Sqm./ Month		
7.	Cleaning and sweeping of park and keep it neat and clean by mechanised method/manually, remove litter, debris, picking of leaves, papers, plastic bottles etc. Including disposal of collected waste in dustbin/designated place as per direction of officer in-charge. (All T&P, Materials/articles shall be provided by the contractor) (@1 Mali/1.75 Acre) .		Per Sqm./ Month		
8.	Cleaning and collection rubbish, garden refuge from the Lake area and disposed-off at specific place as per direction of officer in charge (@1 Mali/5 Acre) .		Per Sqm./ Month		

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

(B) For RSP/Central Verge					
S. No.	Description of Item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1.	Complete maintenance of trees (Outside garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (excluding the cost of material which shall be supplied by the department and other T & P material/articles shall be provided by the contractor) and as per direction of officer in charge (@1 Mali/600 Nos. Trees).		Per Tree/ Month		
2.	Complete maintenance of trees (Outside garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (excluding the cost of material which shall be supplied by the department and other T & P material/articles shall be provided by the contractor) and as per direction of officer in charge (@1 Mali/1000 Nos. Trees).		Per Tree/ Month		
3	Complete maintenance of trees (Outside garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (excluding the cost of material which shall be supplied by the department and other T & P material/articles shall be provided by the contractor) and as per direction of officer in charge (@1 Mali/2000 Nos. Trees).		Per Tree/ Month		
4.	Complete maintenance of shrubs (Outside garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge (@1 Mali/1200 Nos. Shrubs).		Per Shrub / Month		
5.	Cutting of Hedge/Edge including removing of cut material, cleaning, hoeing of hedge/edge bed watering, manuring and applying insecticides and fungicides etc.(excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge (@1 Mali/10000 Sqft. (929.04 Sqm.).		Per Sqm./ Month		

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

S. No.	Description of Item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
(C) For office complex					
1.	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e., lawn trees, shrubs, herbs, edge, flower beds, foliage creepers etc. including hoeing, weeding, pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related work as directed by officer in- charge (@1 Mali/Acre).		Per Sqm./ Month		
2.	Maintenance of earthen/cement potted plants in displayed at Multi storied office buildings, flats and ground floor bungalow, office complex including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required (Materials provided by the department) as per direction of officer in charge (@1 Mali/250 Nos. Pots).		Per Pot/ Month		
3.	Maintenance of earthen/cement potted plants in displayed at Ground floor only in bungalow, office complex including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required (Materials provided by the department) as per direction of officer in charge (@1 Mali/750 Nos. Pots).		Per Pot/ Month		
4.	Cutting of Hedge/Edge including removing of cut material, cleaning, hoeing of hedge/edge bed watering, manuring and applying insecticides and fungicides etc.(excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge (@1 Mali/10000 Sqft. (929.04 Sqm.).		Per Sqm./ Month		

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

S. No.	Description of Item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
5	Complete maintenance of shrubs (Outside garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge (@1 Mali/1200 Nos. Shrubs).		Per Shrub / Month		
6.	Cleaning and sweeping of park and keep it neat and clean by mechanised method/manually, remove litter, debris, picking of leaves, papers, plastic bottles etc. Including disposal of collected waste in dustbin/designated place as per direction of officer in-charge. (All T&P, Materials/articles shall be provided by the contractor) (@1 Mali/1.5 Acre).		Per Sqm./ Month		
7	Arranging of cut flower in flower vases and display the same in a presentable manner including cleaning of vases and replacement of water etc. complete (Cost of Cut flowers will be paid separately) as per direction of officer in charge.		Per Flower Vase		
8	Stage Decoration with arrangement of cut flower height 15 cm to 75 cm with 6 to 8 Row of flower and fillers on the oasis in presentable manner in the tray as per design approved by authority including clearing of site (Cost of Tray, Oasis and Cut flowers will be paid separately) as per direction of officer in charge.		Per Mtr. Length		
(D) For Nursery					
1.	Maintenance of cement potted plants at ground floor in flats and ground floor bungalow, office complex including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots colouring of pots and change of location of pots and replacing with fresh plants as and when required (Materials provided by the department) as per direction of officer in charge (@1 Mali/300 Nos. Pots).		Per Pot/ Month		

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

S. No.	Description of Item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
2.	Maintenance of Potted Plants at Nursery in Earthen/plastic pot including resetting/displaying at Nursery, including watering, weeding, hoeing, colouring, transplanting the damaged pots and disposal of generated garbage at specified place as per direction of officer-in-charge. (Note: Good earth, manure, fertilizer, insecticide & pesticide will be provided by the department) (@1 Mali/3000 Nos. Pots).		Per Pot/ Month		
3.	Maintenance of polythene planted plants at Nursery including resetting/display at nursery, including watering, weeding, hoeing, colouring, transplanting and damaged polybags and disposal of generated garbage at specified place as per direction of officer in charge. (Note: - Good earth, manure, fertilizer, insecticide & pesticide will be provided by the department) (@1 Mali/10000 Nos. Polythene Bags).		Per Polybag/ Month		
(E) For Yamuna Flood Plains					
1.	Complete maintenance of the entire recreational area as per yard stick in the garden area i.e., lawn trees, shrubs, herbaceous border, hedge, edge, flower beds, foliage creepers etc. including cleaning & sweeping of paths, mowing of lawns, watering, hoeing, weeding, pruning, replacement of plants, gap filling, wild growth cutting by brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required), top dressing of lawn with good earth and manure, and any other horticultural operation required for maintenance of other related features in the garden as directed by officer in- charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide will be provided or paid separately by the Department. The lawn mower, brush cutter with fuel and other T&P material/articles shall be provided by the contractor). (@1 Mali/2 Acre).		Per Sqm./ Month		

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

S. No.	Description of Item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
2	Complete maintenance (Woodland) of the entire garden features having as per yard stick in the garden area i.e., lawn trees, shrubs, herbs, edge, flower beds, foliage creepers etc. including hoeing, weeding, pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related work as directed by officer in- charge (@1 Mali/6 Acre) .		Per Sqm./ Month		
3.	Complete maintenance of the entire plantation area i.e. riverine grasses/herbal blocks/shrubs/trees etc. including hoeing, removal of all weeds, watering, cutting of grasses, filling of gaps, spreading of manure (once/twice a year as per requirement), removal of garden rubbish from the premises including application of fertilizer/insecticide/pesticide/fungicides, and any other horticultural operation required as per the direction of officer in charge at site (All T&P materials shall be provided by contractor excluding the cost of materials which shall be supplied by the department or shall paid separately) (@1 Mali/6 Acre) .		Per Sqm./ Month		
4.	Complete maintenance of wetland/lake area to keep it neat & clean by manual or mechanized method including removal of algae, hyacinth, weeds, litter, debris, plastic, bottles etc. in the lake or its periphery and disposal of collected waste in dustbin/designated place as per the direction of officer in charge (All T&P materials shall be provided by contractor). (@1 Mali/7 Acre) .		Per Sqm./ Month		
5	Cleaning and sweeping of park and keep it neat and clean by mechanised method/manually, remove litter, debris, picking of leaves, papers, plastic bottles etc. Including disposal of collected waste in dustbin/designated place as per direction of officer in-charge. (All T&P, Materials/articles shall be provided by the contractor) (@1 Mali/1.75 Acre) .		Per Sqm./ Month		
TOTAL					

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

A-----
C-----
CS-----
OW-----
D-----

A.D. (Hort.)/DDA

Dy. Dir. (Hort.) ___/DDA

Terms & Conditions

Name of Work: -

Sub Head: - Annual job contract for the complete maintenance of park at site.

1. The agency would provide ___ Nos. of unskilled and ___ Nos. skilled manpower/Man days daily in a month, as per yardstick.
2. During the period of contract, over and above the above mentioned manpower the agency shall provide upto 50% additional manpower under each category within 07 days of requisition as and when required by DDA.
3. If the agency quotes 10% rate of the lowest Estimate cost, bid will not be considered and will be rejected, EMD will be forfeited.
4. In case the lowest rates are quoted by more than one bidder, selection of L-1 shall be done through GeM. (in presence of bid opening committee), then in order to arrive at a decision. The entire process of tendering including tie breaking to select L-1, shall be done through GeM.
5. The contractor shall abide by all government rules and statutory requirement including not engaging any un-skilled worker below 18 years and above 55 years.
6. The workers proposed to be deployed by the Contractor for providing services envisaged hereunder shall be subject to the screening by the Officer-in-Charge or Officer nominated by employer to ascertain their antecedents, suitability and skills. The Contractor, before deployment of the employees, shall furnish their complete credentials and police clearance certificate to Dy. Director (Hort.) to obtain his approval. DDA reserves the right to accept or reject the worker if considered necessary, before giving such approval.
7. The DDA reserves the right to ask Contractor to remove any of his employees, without assigning any reasons/notice thereof. The Officer In -Charge (Hort.) 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 Officer In-Charge (Hort.) to be undesirable. Such person shall not be employed again at works site without the written permission of the Officer In-Charge (Hort.) and the persons so removed shall be replaced as soon as possible by competent substitutes.
8. The Labour license under the provisions of Contract Labour (Regulation and Abolition) Act. (1970) will be obtained on the prescribed Proforma by the contractor from the office of the concerned Regional Labour Commissioner within two (02) months after the date of award of work by DDA, failing which the award of work is liable to be cancelled / terminated. A certified copy of labour license should be made available to DDA by the contractor within two (02) months' times.
9. The Agency will pay wages to his workers and observe hours of the work and condition of employment as per applicable rules and Labour laws and Rules. It shall be the responsibility of Agency to ensure that he pays his employee's wages which are not less than the minimum wages prescribed by the GNCTD or required under the Labour Act.
 - a) The payment to the worker deployed shall be made through an escrow account opened in the name of the agency at the beginning of the contract. For the purpose, a tripartite agreement shall be entered in to between DDA, agency and the concerned bank selected

by the agency. Upon satisfactory completion of work for a particular duration based on due verification of attendance and bills submitted, DDA shall provide the list of various employees and amt. to be credited in to the account of each employee, and the service charge due to the agency to concerned bank. Once the entire amt. is deposited in to the said escrow account, the bank shall transfer it in to respective accounts, as per the mandate provided by the DDA.

10. The mechanism of marking of attendance including digital attendance through facial recognition etc. shall be decided by DDA and shall be binding on both parties. The DDA shall provide necessary infrastructure support in case Biometric Attendance is mandated. However, it shall be the responsibility of the agency to ensure adequate mobile devices are provided to staff, in case mobile app. based attendance is made mandatory. Any default in marking the attendance as per decision taken by DDA will attract penal action or marking of absenteeism, as the case may be.
11. **In case the agency opts for the Para (2) referred above the reimbursable amount of ESI/EPF/ECR etc. and difference of minimum wages under Clause 10(C) of NIT, shall be admissible as per actual workers engaged by the agency for the work.**
12. The contractor shall abide by all applicable laws including all Labour welfare laws (ESIC, EPF, Bonus or any other Tax levied by Govt.), Company Act etc. and shall adopt all required welfare measures for the Contractor obligations concerning thereto. The Contractor shall furnish adequate proof as ECR to concerned officer in charge in this regard. All such responsibilities and obligations, whether specified herein or not, shall be the responsibility of the Contractor.
13. As it is mandatory for the Contractor to pay minimum wages as fixed by GNCTD. If any statutory dues like ESI, EPF, Bonus, etc. paid by the contractor then he has to submit the proof of ESI and EPF of ECR contribution/deposit, after satisfaction the same will be reimburse to the contractor by the DDA.
14. That the contractor shall comply with the statutory provisions of Contract Labour (Regulations & Abolition) Act. 1970; Employee Compensation Act, 1923; Payment of Wages Act 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 193 Maternity Benefit Act and/ or any other Rules/ Regulations and/ or Statutes that may be applicable to them.
15. DDA is not responsible for any litigation with labour in any Court of Law. The contractor will settle the matter at his own risk and cost with the worker engaged by him. The Agency will indemnify to DDA all expenditure incurred in the litigation, if DDA is dragged into any litigation for any fault/default of Agency.
16. **The duration of the contract will be one year from the date of award of work and the same may be extended on year-to-year basis for maximum up to two years (additional one year's i.e., one + one = total two years) on the basis of satisfactory performance duly certified by the respective Dy Director (Hort.). The Fresh agreement shall be executed at the time of each extension. If the extension is to be given, the contractors shall submit his consent at least three months in advance from the expiry of the tender/agreement to ensure that there is no discontinuation of workforce.**
17. The contractor shall ensure that the horticulture maintenance services are not disturbed either due to the absentees or due to wilful act of his employees. Maximum care/precaution shall be taken to avoid any such situation.
18. If any defect and damage occur in garden features, the same shall be replaced within 07 days,

by the same specification and same nomenclature by the agency at his own cost.

19. The performance of the work will be closely observed for an initial period of three months, and if found not satisfactory, the contract will be terminated forthwith and PG deposit will be forfeited and debarred for two years.
20. The complaints received from the office staff or observations with regard to deterioration in the work standards will be viewed seriously and may lead to termination of the Contract and debarred for two years.
21. DDA will have the full right to direct its concerned DDA staff to check, search or examine any or all the employees, agents or representatives of the Contractor including their belongings while entering / leaving the premises, if felt necessary, with the help of police.
22. The contractor along with his agents, representative or employees will be allowed to enter into the premises for the purpose of rendering the said service. The Contractor will be responsible for any loss, damages or theft or representatives or employees while rendering the said services which will be recovered from the Contractor.
23. All materials inputs such as Chemical Fertilizers, Pesticide/Insecticide/Fungicide, Red Bajri, Good Earth, Earth, Cattle Dung Manure, Jamuna Sand, Anti Bird Net, Seeds and Seedling etc. shall be supplied by the Department.
24. No worker will be allowed to enter at the site without identity card & apron, and shall be treated as absent. The Id and the apron shall be provided by the contractor at his own cost. The contractor may incorporate such costs while quoting his service charges.
25. The work will be carried out as per latest CPWD specifications or as directed by Officer In-charge.
26. The contractor should see the worksite and assess the requirement before quoting his rates.
27. The rate should be quoted in both words and figures, including all applicable taxes.
28. Minimum recovery rate for supplying of short manpower and T&P items in violation of terms and conditions.
29. DDA reserves the right to cancel any tender without assigning any reason.
30. All Tools and Plant (T&P) and the fuel for running the machinery shall be arranged by the agency in advance before the start of the work (as per NIT Schedule). The required T & P must be in working condition at all times at site during currency of contract. During the course of inspection, any T & P not found in working condition must be replaced/repared by the contractor within 3 days from the date of Inspection. If the contractor fails to do so, the recovery at the rates as mentioned in the list (as under), will be made from his monthly bill:

Sr. No	Description of items	Rate of Recovery
1.	Short supply of manpower	Rs. 2000 per worker per day
2.	Non-supply or out of order of the lawn mower (one lawn mower not less than 24 Inch Roller type power mower having six blade for 20 acres of lawn area)	Rs. 3000 per day per lawn mower
3.	Non-supply or out of order of the Brush cutter (One Brush cutter for 20 acres of lawn/woodland area)	Rs. 1000 per day per brush cutter/hedge cutter

4	Non-supply or out of order of the Hedge Trimmer(Supply of Hedge Trimmer to be done as per site requirement)	Rs. 1000 per day per brush cutter/hedge cutter
5.	Non-supply or out of order Minor T&P	Rs. 1000 per day per park

Implements to be provided by contractor.

31. The gardeners must have a knowledge of plant reproduction, transplantation, and cultivation techniques (e.g., for lawns, hedges, shrubs, and ornamental plants). They should also be able to recognize pests and parasites and other common plant illnesses and take appropriate control measures, using equipment and chemical or natural products, where necessary.
32. The gardener shall have knowledge about the use and maintenance of different landscaping equipment, mowers, trimmers.
33. The gardeners should have knowledge about the use of fertilizers while following health and safety regulations.
34. Smoking and chewing tobacco etc., is strictly prohibited during working hours. Any of the agency's deployed staff found smoking/chewing in the Buyer's premises shall be removed immediately and shall not be deployed again over the contract duration. The deployed personnel should be well mannered, courteous, and polite.
35. The agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. DDA shall, in no way, be responsible for settlement of such issues whatsoever.
36. No deployed manpower shall be allowed to stay in the premise unnecessarily after working hours without permission. DDA has the right to check or examine the belongings of the personnel deployed while entering or leaving the premises.
37. The personnel deployed shall undergo medical examination at the expense of the agency to ensure that they are free from any communicable diseases and furnish medical examination certificate as and when called for by DDA .
38. The agency shall not engage any sub-contractor or transfer the contract to any other person / party.
39. The daily normal working hours would be stipulated by DDA and may vary as per the DDA's directions and actual requirements.
40. The agency shall not sublet any part of the Contract and shall be responsible and liable to deliver the services as per the contract.
41. For all intents and purposes, the agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the agency shall not have any claim whatsoever like employer and employee relationship against DDA.
42. Agency will not use his consumables (when deployed at DDA's premises) or DDA's consumables for any personal use or for any other activity not related to the scope of work under the contract.
43. Agency shall ensure the level of service required is of the highest professional standard and shall deliver the Maintenance of Garden service within stipulated time frame as agreed in the contract. The delay in execution of service shall attract penalties.
44. The agency shall maintain a complaint register at the premises for the complaints by the staff of DDA.
45. The agency shall maintain sufficient stock of all consumables required for GARDEN MAINTENANCE.
46. The agency has to deploy and work during holidays, late hours and Sundays as well according to the requirement and convenience of DDA and the occupants, while ensuring weekly offs of his / her employees as per statutory requirements.
47. The agency will depute one person from its own establishment for monitoring of the work and verification of daily attendance of the workers deployed by it at the premises. The said deputed

person will report to the officer-in-charge for further conformation on daily basis or as per site requirement. Further, such deputed person will be available as and when required for any verification.

48. The agency shall be responsible for proper maintenance of all registers and records. Agency shall make regular and full payment of labour charges/salaries and other payments as per labour laws under Minimum Wages Act and Payment of wages Act.
49. The agency shall cover its personnel for personal accident and death whilst performing the duty and DDA shall own no liability and obligation in this regard.
50. The agency shall take comprehensive insurance cover, including third party unlimited liability, to insure against loss, damage, death or injury which may occur to any physical property or to any person which may arise out of the performance of the contract or the machinery and equipment deployed by it. DDA shall not assume any liability in this regard.
51. Agency shall be responsible for making good to the satisfaction of officer-in-charge, any loss or any damage to all structures and properties within the park premises. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the agency, his employees, agents, or representatives, he shall make good the loss as assessed by officer-in-charge. In such a case, the agency will be liable to replace the item at his own cost or officer-in-charge shall have the right to recover the loss from the agency's monthly bill. The decision of the officer-in-charge in this matter will be final.
52. The deployed personnel shall abide by the rules and regulations of the institution inside the premises while performing their job and such rules passed from time to time in future.
53. The staff shall engage themselves for the specified purpose for which they are deployed. In case any staff is found in doing any other work or engaged on a Third Party's work which is not authorized by the institution his/her entry will be confiscated and cancelled and the agency shall dispense with his/her service forthwith and arrange replacement immediately.
- 54. While considering the turnover/experience of 'similar services' for the agency, experience in providing unskilled labourers/manpower services shall be allowed.**
- 55. For every 15 labourers deployed under the arrangement, the service provider shall provide for one supervisor having atleast 05 years of experience in horticulture and gardening services at his own cost.**