

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/476

Dated:- 28/12/2024

**PUBLIC NOTICE**

**Subject:** Notice to Bidders regarding revised RFP for seeking services of Day to Day Cleaning and Annual Maintenance of Toilet & Bio-Toilet Blocks.


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/  
 Name of work :  
 Sub Head : Day to Day Cleaning and Annual  
 Maintenance of Toilet & Bio-Toilet Blocks.  
 Estimated Cost : Rs.  
 Earnest Money : Rs.  
 Performance Guarantee : 5% of Tendered value  
 Security Deposit : 2.5% of Tendered Value  
 Time Allowed : **365 days**

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

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_\_/DDA

**INDEX**

<b>S. No</b>	<b>Description</b>	<b>Page</b>
1	General Guidelines	3
2	E-Tender Press Notice.	4
3	Notice Inviting Tender for e-Tendering	7
4	<b>Percentage rate tender</b> and contract form	11
5	General Rules and Directions	13
6	Clauses of Contract	20
7	Safety Code	58
8	Model Rules	62
9	Schedules B to F	90
10	Table of Milestone(s)	94
11	Requirement of Technical staff for work in compliance of clause 36 (i)	95
12	Form of Performance Security (Guarantee) Bank Guarantee Bond	96
13	Form of Earnest money (Bank Guarantee)	98
14	Application form	99
15	Information and instructions for contractors for tendering	100
16	Tender acceptance letter	102

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

### GENERAL GUIDELINES

1. This standard document is applicable to both types of tenders i.e. “Item rate tenders and percentage tenders”. Accordingly, alternative provisions for conditions Nos. 4, 10 & 12 of the General Rules and Directions are given. The appropriate alternatives will be applicable in specific cases depending on whether this is used for Item rate tender or Percentage rate tender.
2. NIT Form, Schedules A to F, special conditions/specifications and drawings only will be uploaded on website. The standard document will not be uploaded along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender (NIT) Form and Schedules A to F.
4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in NIT Form and in Schedules B to F before issue.
5. The intending bidders will quote their rates in Schedule A.
6. The Performa for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately uploaded on website.
7. Base price of all materials covered under Clause 10 CA is to be mentioned at the time of approval of NIT.
8. Ensure that no labour complaint has been received/made against the agency.
9. All mandatory tests related to work must be done and all recoveries must be made.
10. The material must be entered in MAS/T&P Register.

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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

**DELHI DEVELOPMENT AUTHORITY  
OFFICE OF THE DEPUTY DIRECTOR (HORT.)-**

**E TENDER NOTICE NO.**

Online percentage rate tenders in two Bid- System are invited through e-Tendering mode for the following work by the **Dy. Director (Hort.), Hort. Div.\_\_\_\_**, INA New Delhi-110023 on behalf of DDA, from agencies registered in DDA or agencies dealing with similar nature of work with the condition mentioned below for the following work: -

	NIT No. & Name of work	Estimated Cost	I. Last date and time of submission of tender
		Earnest Money	II. Time and date of Technical opening of tender
		Time Allowed	
1.	NIT No-       /DD/ Hort. Div. No- ___/ DDA /  N.O.W: -  SH: - Day to day cleaning and annual complete maintenance of toilet AND Bio-toilet block at site.	Rs.	I. Upto 03.00 PM on
		Rs.	
		365 Days	II. At 03.30 PM on

**Eligibility Criteria**

Should have satisfactorily completed the works as mentioned below during the last Seven year ending previous day of last date of submission of bids.

Three similar works (***as Maintenance contract of Toilet/Biotoilet blocks in central/State government/Ministries/departments***) each costing not less than **40% of estimated cost put to tender (ECPT)**, or two similar works (***as Maintenance contract of Toilet/Biotoilet blocks in central/State government/Ministries/departments***) each costing not less than **60% of ECPT** OR one similar work costing not less than **80% of ECPT**

Similar work (***as Maintenance contract of Toilet/Biotoilet blocks in central/State government/Ministries/departments***) shall be carried out with DDA & Other Govt. Departments. The components of work executed other than those included in similar work

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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.

**" 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"**

- The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum to be calculated from date of completion of work to last date of received of application for the tenders. Similar nature means "Maintenance of Toilet / Bio Toilet work"

**Turnover:** -

The agency should have **annual turnover of more than 30%** of the estimate cost during the immediate last three consecutive financial years duly certified by the chartered accountant.

**Profit /loss:** -

The agency should not have incurred any loss in more than two years during the last five years ending 31<sup>st</sup> March, 2024.

**Solvency Certificate:** -

The agency should submit **solvency certificate from scheduled bank for an amount 10% of** the estimate cost which should not be more than six months old from the date of submission of tenders.

The tender shall be submitted online.

**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 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.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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 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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

- 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: \_\_\_\_\_

13. The e-Tenders are invited under TWO e-ENVELOPE/Bid system on GeM, 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

The Tenderers are required to furnish following documents: -

1. Scanned copy of Earnest Money shall be deposited separately through RTGS/NEFT in the account of Sr. Accounts Officer CAU (Horticulture) having Account No. 01201110000010 with IFSC code no. HDFC0000120, Branch, GF 01, 02, 03 Laxmi Deep Building, Laxmi Nagar Distt. Centre, Vikas Marg, Delhi-110090.
2. Scanned copy 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.
3. Scanned copy of Tender Acceptance Letter (To be given on Company Letter Head).
4. Scanned copy of signed Integrity Pact.
5. Scanned copy of PAN No.
6. Scanned copy of Certificate of Registration for GST **alongwith latest GST return filed** 'or' Undertaking: If the bidder has not obtained GST registration in Delhi, then in such

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



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.”

7. Scanned copy of ESI, EPF Registration.
8. Scanned copy of Statement of average annual **financial turnover of 30%** of ECPT during last 3 years ending 31st March 2024 or 2023 as the case may be duly audited by Chartered Accountant as per Form-A.
9. Scanned copy of **Bank solvency 10% 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 2024 or 2023 as the case may be certificate of minimum 10% of estimated cost put to tender issued by certified chartered accountant as per (Form-B1).
10. 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 2024 or 2023 as the case may be, duly certified by Chartered Accountant.
11. Scanned copy of experience certificate of similar nature of works completed during the last seven years in Government Department.
12. 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).

#### Price Bid (Financial Bid) e-envelope

1. Schedule of price bid in the form of BoQ \_XXXXX.xls
2. Complete Tender document as downloaded from the website in pdf. format

Any tender found lacking with respect to the necessary information and /or documents and/or Earnest Money will not be considered.

Note (1):- The bidder will use one UTR (Unique Transaction Reference) 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.”

Note (2): - The intending tenderer should ensure before tendering in DDA that the requisite fee has been already deposited with CRB.

Note (3): - No Hard copy of any document will be required to be submitted by the tenderers till the opening of the tenders. Hard Copies of relevant documents will be required from the lowest tenderer only.

Note (4):- For terms and conditions, eligibility criteria of specialized work, the manner in which Earnest Money, cost of tender etc. are to be deposited through RTGS mode and

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

other information/instructions, please visit GeM portal. For any assistance on e-tendering please contact GeM portal 24 X 7 helpline number 1800-419-3436.

Dy. Director (Hort.)  
Hort. Div.-\_\_, DDA

**NOTICE INVITING TENDER  
(E-TENDERING MODE)**

- 1.** Percentage rate tenders are invited on behalf of Delhi Development Authority from approved and eligible contractors through E-tendering mode for the following work: -

Name of work: M/o completed schemes under NA-II/Hort. Zone

Sub Head : Day to day cleaning and annual complete maintenance of toilet block at site under Hort. Div. - /DDA.

The enlistment of the contractors should be valid on the last date of submission of tenders. In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.

1.1 The work is estimated to cost Rs. \_\_\_\_\_ This estimate however is given merely as 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.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

1.2.2 Similar work shall be carried out with DDA & Other Govt. Departments. The components of work executed other than those included in 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.

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 2024 (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, 2024, they can provide turnover based for 3 consecutive financial years ending 31st March, 2023.

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 2024. In case of bidders who are not able to provide audited balance sheet for last financial year ending 31st March, 2024, they can provide turnover based upon audited balance sheet for 5 consecutive financial years ending 31st March, 2023. Information to be provided as per Form-A.

1.2.6 Should have a **Solvency of 10% 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 with **UDIN**.

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. "

2. For eligibility criteria, mode of payment of Earnest money and other details regarding online submission of the tender visit the GeM portal. For any assistance on e-tendering on GeM please contact concerned 24X7 GeM helpline number 18004193436

3. 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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

- signature to submit the bid.
4. 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.
  5. The time allowed for carrying out the work will be **365 days** 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.
  6. The site for the work is available.
  7. 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 from GeM portal.
  8. 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.
  9. 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).
  10. 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.
  11. The description of the work is as follows: \_\_\_\_\_  
\_\_\_\_\_

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. As per the CPWD works manual-2019 the validity of tenders is "**The validity period for acceptance of tenders in case only financial bids are invited shall be 30 days from the last date of receipt of bids and in all other cases 75 days from the last day of receipt of technical bid**". The tender for the work shall remain open for acceptance for a period of **Seventy Five days (75 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
-----------------------------	--------------------

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

(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)  (iii)	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. If the contractor withdraws his offer immediately after the award of work and taking over possession of site.	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 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 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.

18. 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 :-

- (a) 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.
- b) Standard NIT Form 7 or other Standard DDA Form as mentioned.

19. 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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

- participate in the retendering process of the work.
20. 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.
  21. (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
    - (b) (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).
  22. Tenderers may refer Press Tender Notice/detailed tender notice in e-tendering website for any corrigendum/amendments in the tender.
  23. DDA will not be responsible for not getting internet connection/power supply while downloading the Electronic bid sheets/documents or while uploading their bids
  24. Cess under the provisions of the buildings and other constructions workers (RE&&CS) Act-1996 and the building and other construction workers welfare cess Act 1996 @ 1% of the constructions/ projects shall be deducted at source from the bill paid to the contractor, DDA shall not bear any liability on account of cess being deducted and reimbursed to GNCTD in pursuance of building and other construction workers welfare cess Act 1996 read with Delhi Building and other construction workers(RE & CS) Rules 2002.

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

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_\_ /DDA

## Percentage RATE tender and Contract Form

Name of work:

Sub Head: Day to day cleaning and annual maintenance of toilet block at site.

## T E N D E R

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 with 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.

As per the CPWD works manual-2019 the validity of tenders is "**The validity period for acceptance of tenders in case only financial bids are invited shall be 30 days from the last date of receipt of bids and in all other cases 75 days from the last day of receipt of technical bid**". We agree to keep the tender open for **Seventy Five (75) days** from the date of opening of Tender and not to make any modifications in its terms & conditions.

A sum of Rs. \_\_\_\_\_/- hereby forwarded as Earnest Money through RTGS /NEST 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.

If I/we fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said DDA or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence the work as specified, I/we agree that DDA or 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 the 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-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



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

Name:

Name:

Address:

Address:

Occupation:

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

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

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. Divn-\_\_\_/ DDA

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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

D.D. (Hort.) ..... /DDA

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.  
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.
4. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.  
In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.  
If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Dir. (Hort.) of the circle, or PC(Hort.), (also DDH in case Horticulture work is also included in the tender), and the lowest contractors those have quoted equal amount of their tenders. In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

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. **If, in the opinion of the officer inviting tender, there are reasonable and sufficient grounds to believe that there has been malafide on part of the bidder/contractor, by acts of omission or commission, like (but not limited to) giving false information, suppression of material facts or past instances or pending cases, negligence or intentional misconduct, he, by reason duly recorded in writing, can reject any or all the bids, and his decision in the matter shall be final.**
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. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is uploaded. If a form is uploaded on website without having been so filled in and incomplete, he shall request the officer to have this done before he completes his tender.
9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderer(s) shall return all the drawings given to them.
10. In the case of Item Rate Tenders only rates quoted shall be considered. Any tender containing percentage below/ above the rates quoted is liable to be rejected. Rates quoted by the contractor in Item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

11. In the case of any tender where unit rate of any item/ items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
12. All rates shall be filled in tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
13. (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 scheduled F. This guarantee shall be in the form of cash (in case guarantee amount is less than `10,000/-) or deposit at call received 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 less than `1, 00,000/-) or Govt. securities fixed deposit receipts or guarantee bonds of any scheduled bank or the HDFC Bank in accordance with the prescribed form.  
  
(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 2.5% of the tendered value of work. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of the tenders, will be treated as part of the security deposit. The security deposit will also be accepted in cash or in the shape of government securities. Fixed deposit receipt of a Scheduled bank or HDFC Bank will also be accepted for this purpose provided conformity advice is enclosed.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer In-Charge (Hort.) shall be communicated in writing to the Officer In-Charge (Hort.).
15. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

#### LABOUR CESS:

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

- (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% of total payment will be recovered under G.S.T Act 2017.
16. The contractor shall give a list of both gazetted and non-gazetted DDA employees related to him.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/ have tendered or who may 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 summarily rejection.
18. 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.
19. The contractor shall submit list of works which are in hand (progress) in the following form: -

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

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

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

## 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 (Hort.) and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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) The Officer In-Charge (Hort.) 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.
  - v) Superintending Engineer means Director (Hort.)
  - vi) Junior Engineer means Sectional Officer (Hort.)
  - vii) Accepting Authority shall mean the authority mentioned in Schedule 'F'.
  - viii) 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, lightning 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.
  - ix) Market Rate shall be the rate as decided by the Officer In-Charge (Hort.) 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.
  - x) 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 Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
  - xi) Department means DDA/Delhi Development Authority
  - xii) Deleted.
  - xiii) Tendered value means the value of the entire work as stipulated in the letter of award.
  - xiv) Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with phasing if any, as indicated in the tender document.
  - xv) GST shall mean Goods and Service Tax – Central, State and Interstate.

### 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.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



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) Particular specification and Special Condition, if any.
  - iii) Drawings.
  - iv) CPWD Specifications.
  - v) Indian Standard Specifications of B.I.S
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission 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.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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) Safety Code
  - 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.
  - i) No payment for work done will be made unless contract is signed by the contractor.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

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 (Hort.) up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reasons for delay in procuring the performance Guarantee to the satisfaction of the Officer In-Charge (Hort.). This guarantee shall be in the form of cash (in case guarantee amount is less than Rs10, 000/-) or Deposit at call receipt of any scheduled bank or banker 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 DDA as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.

ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that. if the same is submitted by the agency on schedule 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 (Hort.) shall not 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 (Hort.) 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 (Hort.).

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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

## CLAUSE 1A

### **Recovery of Security Deposit**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit DDA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 2.5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the update amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by DDA by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form 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 DDA, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tender will be treated as part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lakhs. 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.

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

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

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

## CLAUSE 2

### **Compensation for Delay**

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the DDA on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Authority specified in Schedule F (whose decision in writing shall be final & binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

- i) Compensation @ 1.5% per month of delay to be  
for delay of work computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

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

#### CLAUSE 2A[DELETED]

#### CLAUSE 3

##### **When Contract can be Determined**

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

- i) If the contractor having been given by the Officer In-Charge (Hort.) 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 so that in the opinion of the Officer In-Charge (Hort.) (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Officer In-Charge (Hort.).
- iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Officer In-Charge (Hort.).

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

- 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 on behalf of the Officer In-Charge (Hort.).
- 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 (Hort.).
- vii) If the contractor shall obtain a contract with DDA as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- 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 adjust him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction ) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Officer In-Charge (Hort.).

When the contractor has made himself liable under any of the case aforesaid, the Officer In-Charge (Hort.) on behalf of DDA shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Officer In-Charge (Hort.) shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the 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 (Hort.), the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchases 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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

Officer In-Charge (Hort.) 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 1/8<sup>th</sup> of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

#### CLAUSE 4

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

In any case in which any of the powers conferred upon the Officer In-Charge (Hort.) 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 (Hort.) 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 (Hort.) 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 (Hort.)) 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 (Hort.), whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Officer In-Charge (Hort.) 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 (Hort.) 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 works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, DDA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

- 5.1 As soon as possible after the Contract is concluded the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Officer In-Charge (Hort.). 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 (Hort.) and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

for which a separate program has been agreed upon) complete the work as per milestones given in Schedule 'F'.

5.2 If the work(s) be delayed by:

- i) force Majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Officer In-Charge (Hort.) in executing work not forming part of the Contract, or
- vi) non-availability of stores, which are the responsibility of DDA to supply or
- vii) non-availability or break down of tools and Plant to be supplied or supplied by DDA or
- viii) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' 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 Authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Officer In-Charge (Hort.) to proceed with the works.

5.3 Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the Authority as mentioned in schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

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

5.5 In case the work is delayed by any reasons, in the opinion of the Officer In-Charge (Hort.), 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 (Hort.) 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[DELETED]**

**CLAUSE 6 A**

**Computerized Measurement Book**

Officer In-Charge (Hort.) shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



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

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Officer In-Charge (Hort.) 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 (Hort.), the measurement sheets shall be returned to the contractor for incorporating the corrections and resubmission to Officer In-Charge for the dated signature by the Officer In-Charge (Hort.) and the Contractor or their representative 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 (Hort.) 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 page's machine numbered. The Officer In-Charge (Hort.) 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 page's machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

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

The contractor shall without any extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurement / levels by the Officer In-Charge (Hort.) or his representative.

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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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

Officer In-Charge (Hort.) or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurement or levels.

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

#### CLAUSE 7

##### **Payment on Intermediate Certificate to be regarded as Advances**

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by Officer In-Charge (Hort.). The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payments/adjustment of advances for the material collected, if any, since the last payment is less than the amount specified in schedule 'F', in which case the interim bill shall be prepared on the appointment date of the month after the requisite progress is achieved. Officer In-Charge (Hort.) 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, Officer In-Charge (Hort.) shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Officer In-Charge (Hort.) 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 (Hort.). The amount admissible shall be paid by 10<sup>th</sup> working day after the day of presentation of bill by the Contractor to Officer In-Charge (Hort.) or his Assistant Director (Hort.) together with the account of the material issued by the department, or dismantled materials, if any. In case of works outside the headquarters of Officer In-Charge (Hort.), the period of 10 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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

In-Charge (Hort.) 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 (Hort.) 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 (Hort.) in his sole discretion on the basis of a certificate from 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 foundation, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

#### **Payments in Composite Contracts:**

In case of composite tenders, running payment for the major component shall be made by Officer In-Charge (Hort.) of major discipline to the main contractor. Running payment for minor components shall be made by the Officer In-Charge (Hort.) of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Officer In-Charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Officer In-Charge (Hort.) of major or minor component the case may be.

#### Clause 7 (A)

No running Account Bill shall be paid for the work till the applicable Labour Licenses, registration with EPFO, ESIC, and BOCW welfare board, whatever applicable are submitted by the contractors to the Officer In-Charge (Hort.).

#### CLAUSE 8

##### Completion Certificate and Completion Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Officer In-Charge (Hort.) and within thirty days of the receipt of such notice the Officer In-Charge (Hort.) 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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, door, 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 (Hort.). 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 (Hort.) 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 8A

##### Contractor to keep Site Clean

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

#### CLAUSE 8B[DELETED]

#### CLAUSE 8C

##### Supplementary Agreement

Notwithstanding the provisions contained in other clauses, the Officer In-Charge (Hort.) may decide to draw a Supplementary Agreement to the main Agreement with the Original Contractor with whom the main Agreement had been executed, at the fag-end of the Contract for subsequent execution of the finishing items as given in Schedule 'AI' of the Schedule of items.

1. The items contained in Schedule 'A-1' may be executed separately under the Supplementary Agreement with the Contractor of the main work, in the eventuality of Officer In-Charge (Hort.) deciding to opt for the same once the Work/obligations under Schedule 'A' are completed. If so decided, the Contractor will execute the work covered by Schedule 'A-1' under a Supplementary Agreement as per terms and conditions contained therein.
2. In the event of drawing up of the Supplementary Agreement, the main Contract in respect of Schedule 'A' of the items shall be independently finalized by the Officer In-Charge (Hort.) as per the terms and conditions of the Main Agreement whereas the final bill, in respect of Schedule 'A-1' of the items shall be prepared after the completion of the work as per terms and conditions of the Supplementary Agreement.
3. Security Deposit for Main Agreement may be released retaining an amount equivalent to 50% of Security Deposit or 10% of the Tendered Cost of work to be executed under the

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

Supplementary Agreement, whichever is more as Security Deposit till the completion of work covered by Supplementary Agreement and maintenance period thereafter.

4. During the operation of the Supplementary Agreement, the Watch and ward of the entire work including that completed under the Main Agreement (as per Schedule – A) shall continue to remain the responsibility of the Contractor notwithstanding the fact that the main Agreement work has been finalized. The Contractor shall be paid extra on this account @ Rs. 6,600/- (Rupees Six Thousand Six Hundred only) per month. However, nothing extra will be paid for T&P and sundries required for watch and ward operation. This clause shall, however, be operative only after completing all obligations under Main Agreement irrespective of the Specific provision contained in Schedule ‘A-1’ of the Schedule of items
5. During the operation of the Supplementary Agreement as well as the maintenance period thereafter, the Contractor shall be liable to make good, any loss, or damage to the work executed under both the main as well as the Supplementary Agreement, for which nothing extra shall be payable to the Contractor.
6. The supplementary Agreement shall be as per the enclosed Draft, the terms of which are acceptable to the parties.
7. All other provisions of the Main Agreement, until and unless specifically mentioned otherwise in the Supplementary Agreement, shall be applicable during the operation of the Supplementary Agreement also.

#### CLAUSE 9

##### Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Officer In-Charge (Hort.) 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 (Hort.), will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Officer In-Charge (Hort.) or his authorized Assistant Engineer, complete with account of materials issued by the department and dismantled materials.

- (i) If the Tendered Value of work is up to Rs. 15 lakhs : 3 months
- (ii) If the Tendered Value of work exceeds Rs. 15 lakhs : 6 months

#### CLAUSE 9A

##### Payment of Contractor’s Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Officer In-Charge (Hort.) (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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

(Hort.) 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, co-operative 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-à-vis the DDA.

## CLAUSE 10

### Materials supplied by DDA

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

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

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

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

The Contractor shall bear the cost of getting the material issued loading, transporting to site, unloading, storing under cover as required, cutting, assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the Contract and (or the CPWD code) all stores, materials so supplied to the Contractor or procured with the assistance of the Delhi Development Authority, shall remain the absolute property of Delhi Development Authority and the Contractor shall be the trustee of the store, materials and the said store, material shall not be removed/disposed of from the site of the work on any account and shall be all times open to the inspection by the Officer In-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Officer In-Charge (Hort.) in a good condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require but in case it is decided not to take back the stores/materials the Contractor shall have no claim for compensation on any account of such

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

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

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

#### CLAUSE 10A

##### **Materials to be provided by the Contractor**

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

The contractor shall, at his own expense and without delay; supply to the Officer In-Charge (Hort.) samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Officer In-Charge (Hort.) furnish proof, to the satisfaction of the Officer In-Charge (Hort.) that the materials so comply. The Officer In-Charge (Hort.) 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 (Hort.) 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 (Hort.) 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 (Hort.). The Contractor shall not be eligible for any claim or compensation either arising out of any

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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 (Hort.) 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 (Hort.) and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Officer In-Charge (Hort.) 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 (Hort.) 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 (Hort.) 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 (Hort.) shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Officer In-Charge (Hort.) may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

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

#### CLAUSE 10B[DELETED]

#### CLAUSE 10C

##### **Payment on account of increase in prices/wages due to statutory order(s)**

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

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

Officer In-Charge (Hort.) 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.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



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, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory rule and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.

CLAUSE 10CA[DELETED]

CLAUSE 10CC[DELETED]

CLAUSE 10D

#### **Dismantled Material a DDA Property**

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

CLAUSE 10E[DELETED]

CLAUSE 11

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

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Officer In-Charge (Hort.) 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.

#### **Modification of Clause 12 of GCC 2010 and Schedule F**

CLAUSE 12

#### **Deviations/Variations Extent and Pricing**

The Officer In-Charge (Hort.) 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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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 (Hort.) 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 up gradation, aesthetic, special repair, addition/alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.**

12.2

**A. For Project and original works:**

In the case of extra item(s) (items that are completely new and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) supported by proper analysis, for the work and the Officer In-Charge (Hort.) shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

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

**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. For Project and original works:**

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

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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

difference between the market rates of substituted item and the agreement item (to be substituted).

**B For Maintenance works including works of up gradation, aesthetic, special repair, addition/alteration:**

**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.**

**A. For Project and original works:**

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

**B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/alteration:**

**In the case of contract items which exceed the limits laid down in schedule F, the contractor shall be paid rates specified in the schedule of quantities.**

**12.3 A. For Project and original works:**

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

**B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/alteration:**

In case of decrease in the rates Prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Officer In-Charge (Hort.)s shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from his 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.

**CLAUSE 13**

**Foreclosure of Contract due to Abandonment or Reduction in Scope of work**

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

If at any time after acceptance of the tender, DDA shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Officer In-Charge (Hort.) shall give notice in writing to that effect to the Contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Officer In-Charge (Hort.) 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 to 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 (Hort.) 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) If any materials supplied by DDA are rendered surplus, the same except normal wastage shall be returned by the contractor to DDA at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to DDA stores, if so required by DDA, shall be paid.
- iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Officer In-Charge (Hort.) 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 (Hort.) 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.

#### CLAUSE 14

##### **Carrying out part work at risk & cost of contractor**

If Contractor:

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Officer In-Charge (Hort.): 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 days even after a notice in writing is given in that behalf by the Officer In-Charge (Hort.); or

(iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specific in the notice given in writing in that behalf by Officer In-Charge (Hort.).

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

(a) Take possession of the site and any materials, constructional plant, implements, stores etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Officer In-Charge (Hort.) shall determine the amount, if any, is recoverable from the contractor for completion of the part work/part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Officer In-Charge (Hort.) 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 Government in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or as per 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 (Hort.) shall have the right to sell any or all 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 (Hort.), 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 work or the performance of the contract.

## CLAUSE 15

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

### Suspension of Work

i) The contractor shall, on receipt of the order in writing of the Officer In-Charge (Hort.), (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 (Hort.) may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

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

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

- 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 (Hort.) 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 (Hort.) 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 (Hort.) 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 (Hort.) requiring permission within fifteen days from receipt by the Officer In-Charge (Hort.) 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 given notice in writing of his intention to the Officer In-Charge (Hort.). 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 (Hort.) 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 (Hort.) within 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from DDA for the loss suffered by him on account of delay by DDA in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force Measure including non-

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the DDA.

#### 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 (Hort.), his authorized subordinates in charge of the work and all the superior officers, Officers from Quality Assurance Cell of DDA or any organization engaged by the DDA for Quality assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Officer In-Charge (Hort.) or his authorized subordinates in-charge of the work or to the Officer In-Charge of Quality Assurance or his subordinate officers or the officers of organization engaged by the department for Quality Assurance or to 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 case of work costing Rs.10 lakhs and below except road work) of the completion of the work from the Officer In-Charge (Hort.) 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 (Hort.) 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 (Hort.) 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 (Hort.) to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### CLAUSE 17

##### **Contractor Liable for Damages, defects during maintenance period**

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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

good at his own expense or in default the Officer In-Charge (Hort.) 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 works costing 10 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 (Hort.), half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

## CLAUSE 18

### **Contractor to Supply Tools & Plants etc.**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Officer In-Charge (Hort.)'s stores), machinery, tools and 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 (Hort.) 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 there for 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 (Hort.) at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or a sufficient portion thereof.

## CLAUSE 18A

### **Recovery of Compensation paid to Workmen**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, DDA is obliged to pay compensation to a workman employed by the contractor, in execution of the works, DDA will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the DDA under sub-section (2) of Section 12, of the said Act, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DDA to the contractor whether under this contract or otherwise. DDA shall not be bound to contest any claim made against it under sub-section (1) 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.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



## CLAUSE 18B

**Ensuring Payment and Amenities to Workers if Contractor fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, DDA is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by DDA & its 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 sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, DDA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DDA to the contractor whether under this contract or otherwise DDA shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the DDA full security for all costs for which DDA might become liable in contesting such claim.

## CLAUSE 19

**Labour Laws to be complied by the Contractor**

The contractor shall 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 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 fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

## CLAUSE 19A

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

## CLAUSE 19B

**Payment of Wages**

i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the 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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

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

iv) (a) The Officer In-Charge (Hort.) 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-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days' continuous work and pay wages at the same rate as for duty. In the event of default, the Officer In-Charge (Hort.) 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 (Hort.) 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 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 Contractor's Labour Regulations without prejudice to his right to claim indemnify from his sub-contractors.

vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

## CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per 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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Officer In-Charge (Hort.) shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### CLAUSE 19D

The contractor shall submit by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the Officer In-Charge (Hort.) 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 labours employed by him on the work.
- 2) their working hours
- 3) the wages paid to them
- 4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- 5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

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

#### CLAUSE 19E

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

#### CLAUSE 19F

##### **Leave and pay during leave shall be regulated as follows:**

1. Leave:
  - i) in the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
  - ii) in the case of miscarriage – up to 3 weeks from the date of miscarriage.
2. Pay:
  - i) in the case of delivery – leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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
- iii) 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.

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

### CLAUSE 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the, 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 and 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 not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Officer In-Charge (Hort.) shall be final and binding on the parties.

Should it appear to the Officer In-Charge (Hort.) that the contractor(s) is/are not properly observing and complying with the provisions of the 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 (Hort.) 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 (Hort.) shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s).

### CLAUSE 19H [DELETED]

### CLAUSE 19 I

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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

## CLAUSE 19J[DELETED]

## CLAUSE 19K

**Employment of skilled/semi skill worker**

The contractor shall, at all stages of work, deploy skilled/semiskilled 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 mangled/ 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 (Hort.). Failures on the part of contractor to obtain approval of Officer In-Charge (Hort.) or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of 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.

## CLAUSE 19 L

**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 (Hort.) to be contractor on actual basis.

## CLAUSE 20

**Minimum Wages Act to be complied with**

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

## CLAUSE 21

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

The contractor shall not assign or sublet without the written approval of the Officer In-Charge (Hort.). And if the contractor shall assign or sublet this 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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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 office or person in the employ of Govt. 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 (Hort.) 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 (Hort.) 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

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

#### CLAUSE 25

##### **Settlement of Disputes & Arbitration**

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

#### CLAUSE 26

##### **Contractor to indemnify Govt. against Patent Rights**

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

The contractor shall fully indemnify and keep indemnified the DDA against and 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 (Hort.) 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 (Hort.) payable of measurement, the Officer In-Charge (Hort.) may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Officer In-Charge (Hort.) 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 manufacturer's specifications, if not available then as per 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 (Hort.).

#### CLAUSE 29

##### **With-holding and lien in respect of sums due from contractor**

- i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Officer In-Charge (Hort.) 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 (Hort.) 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 (Hort.) 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 (Hort.) of the government or any contracting person through the Officer In-Charge (Hort.) pending finalization of adjudication of any such claim.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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 (Hort.) or DDA will be kept withheld or retained as such by the Officer In-Charge (Hort.) 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 (Hort.) 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 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, with 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 or any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or Executive Engineer.

#### CLAUSE 29A

##### **Lien in respect of claims in other Contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Officer In-Charge (Hort.) or the DDA any other contracting person or persons through Officer In-Charge (Hort.) against any claim of the Officer In-Charge (Hort.) 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 (Hort.) 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 (Hort.) or the DDA will be kept withheld or retained as such by the Officer In-Charge (Hort.) 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-[DELETED]

CLAUSE 31[DELETED]

CLAUSE 31A

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



**Departmental water supply, if available**

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

- i) The water charges @ 1% shall be recovered on gross amount of the work done.
- ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the DDA water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

**CLAUSE 32****Alternate water arrangements**

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

**CLAUSE 33****Return of Surplus materials**

Notwithstanding anything contained to the contrary in this Contract, where any materials for the execution of the Contract are procured with the assistance of Delhi Development Authority either by issue from DDA stock or purchase made under order or permits or licenses issued by DDA, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the permission of the D.D.A. and return, if required by the Officer In-Charge (Hort.) all surplus materials or unserviceable materials that may be left with him after the completion of the Contract or at its termination for any reason whatsoever on being paid or credited such price at the Officer In-Charge (Hort.) shall determine having due regard to the condition of the materials. The price allowed to the Contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Officer In-Charge (Hort.) shall be final and conclusive. In the event of breach of the aforesaid condition the Contractor shall in addition throwing himself open to action for contravention of the term of the Licenses or permit and or for criminal breach of trust be liable to D.D.A. for all moneys, advantages or profit resulting or which in the usual course would have resulted to him by reason of such breach.

**CLAUSE 34****Hire of Plant & Machinery**

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

- i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (herein after referred as T & P) required for execution of the work, except for plant and Machinery listed in schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T & P on hire from the T & P available with DDA over and above the T & P stipulated for the issue, DDA will, if such item is available, hire it to the contractor at the rates to be agreed upon between him and the Officer In-Charge (Hort.). In such case, all the conditions hereunder for issue of T & P shall be applicable to such T & P as is agreed to be issued.
- ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and Machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of the plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his program of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.
- iv) The hire charges shall be recovered at the prescribed rates from and inclusive the date the plant and machinery made over up to and inclusive of the date of return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holiday and Sunday) for bringing the Plants in order. The Contractor shall immediately intimate in writing to the Officer In-Charge (Hort.) when any Plant or Machinery gets out of order requiring major repairs as aforesaid. The Officer In-Charge (Hort.) shall record the date and time of receipt of such intimation in the log sheet of the Plant and Machinery. Based on this if the break down occurs before lunch, the period of major break down will be computed considering half a day's break down on the day of complaint. If the break down occurs in the post lunch period, the period of major break down will be computed starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final & binding on the Contractor.
- v) The hire charges shown above are for each day of 8 hours (inclusive of the one-hour lunch break) or part thereof.
- vi) Hire Charges will include service of operating staff required and supply of lubricating oil and stores for cleaning purpose. Power fuel of approved type e.g. fireworks and Kerosene oil, for running the Plant & Machinery and also the full time Chowkidar for guarding the Plant and Machinery against any loss or damage, shall be arranged by the Contractor who shall be fully responsible for the safeguard and security of Plants and Machinery. The Contractor shall on or before the supply of Plant & Machinery signed an Agreement indemnifying the Department against any loss caused to the Plant & Machinery either during transit or at the site of work.
- vii) Ordinarily no Plant and Machinery shall work for more than 8 hours a day inclusive of hour lunch break. In case of an urgent work, however the Officer In-Charge (Hort.) may, at his direction,  
allow the Plant and Machinery to worked for more than normal period of 8 hours a day In that case the hourly hire charges for over time to be borne by the Contractor shall be 50% more than the normal proportionate hourly charges (1/8<sup>th</sup> of the daily charges) subject to a minimum of half day's normal charges on any particulars day for working out hire-charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
- viii) The Contractor shall release the Plant and Machinery every seventh day for periodical servicing and / or wash out, which may take about three to four hour or more. Hire charges for

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

full day/shall be recovered from the Contractor for the day of servicing / wash out irrespective of the period employed in servicing.

- ix) The Plant and Machinery once issued to Contractor shall not be returned by him on account of lack of arrangements of labour and materials etc. on his part, the same will be returned only when they require major repairs or when in the opinion of the Officer In-Charge (Hort.) the work or a portion for which the same was issued is completed.
- x) Log book for recording the hour of daily work for each of the Plant and Machinery supplied to the Contractor will be maintained by the Department and will be countersigned by the Contractor or his authorized agent daily. In case Contractor contests the correctness of the entries and /or failing to sign the Log Book, the decision of the Officer In-Charge (Hort.) shall be final and binding on him. Hire charges will be calculated according to the entries in the Log book, and will be binding on the Contractor. Recovery on account of hire charge, for road roller shall be made for the minimum numbers of days worked out on the assumption, that a roller can consolidate per day and maximum quantity of material or area of surfacing as noted against in the annexed statement (see attached annexure).
- xi) In the case of concrete mixers, Contractor shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
  - a. In case rollers for consolidation are employed by the Contractor himself, the log book for such roller shall be maintained in the same manner as is done in case of Departmental rollers, maximum quantity of any items to be consolidated for each roller day's shall also be same as in annexure to clause 34 (x). For less use of roller, recovery or the less roller days shall be made at the stipulated issue rate.
- xii) The contractor shall be responsible to return the Plant and Machinery in the same condition in which it was handed over to him and he shall be responsible for all damages caused to the said Plant and Machinery at the site of work or elsewhere when in operation or otherwise or during including damages to or loss of parts and for all losses due to this failure to return the same soon after completion of work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- xiii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Officer In-Charge (Hort.) to suspend execution of work provided DDA plant and machinery in question have, in fact, remained idle with the contractor because of the suspension.
- xiv) In the event of the contractor not requiring any item of plant and machinery issued by DDA though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Officer In-Charge (Hort.) to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 35[DELETED]

CLAUSE 36

### **Employment of Technical Staff and employees**

#### **Contractors Superintendence, Supervision, Technical Staff & Employees**

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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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 (Hort.) 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'. The Officer In-Charge (Hort.) 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 (Hort.) 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 horticulture activity is in progress and also present himself/themselves, as required, to the Officer In-Charge (Hort.) 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 (Hort.) and shall also note down instructions conveyed by the Officer In-Charge (Hort.) 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 measurement/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Officer In-Charge (Hort.) of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Officer In-Charge (Hort.), 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 (Hort.) 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 (Hort.) 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) along with every on account bill/final bill and shall produce evidence if at any time so required by the Officer In-Charge (Hort.).

- 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.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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.

**CLAUSE 37.**

The quoted rates should be inclusive of all taxes (**INCLUDING GST**) payable under respective statutes. DDA will not entertain any claim, whatsoever, in this respect.

**CLAUSE 38**

**Conditions for reimbursement of levy/taxes if levied after receipt of tenders**

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

**CLAUSE 39**

**Termination of Contract on death of contractor**

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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

#### CLAUSE 40

##### **If Near relative working in DDA then the contractor not allowed to tender**

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

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

#### CLAUSE 41

##### **No Gazetted Engineer to work as Contractor within one year of retirement**

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the 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 42[DELETED]

#### CLAUSE 43

##### **Compensation during warlike situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Officer In-Charge (Hort.) 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 (Hort.) to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Officer In-Charge (Hort.), 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 Dir. (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

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

accordance with the provision of the contract. The certificate of the Officer In-Charge (Hort.) 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 (Hort.) (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 44

##### **Apprentices Act provisions to be complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Dir. (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 45

##### **Release of Security deposit after labour clearance**

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Officer In-Charge (Hort.). The Officer In-Charge (Hort.), 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 Clause**

##### **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 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.

#### **Special Clause**

Where the arbitral award is for the payment of money, no interest shall be payable on whole or part of the money for any period till the date on which the award is made.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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

D.D. (Hort.) ..... /DDA

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 Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 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. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½”) for ladder 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.
6. Excavation and Trenching – All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition – Before any demolition work is commenced and also during the progress of the work.
  - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

- ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Officer In-Charge (Hort.) should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.
- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
  - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
  - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated 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) **[DELETED]**
    - 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 (Hort.) 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.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it 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) **[DELETED]**
- 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) **[DELETED]**
- 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) **[DELETED]**
9. 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) **[DELETED]**
- 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.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

- ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
  11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
    - i) a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
    - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
    - ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to operator.
    - iii) **[DELETED]**
    - iv) **[DELETED]**
  12. Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
  13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
  14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
  15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Officer In-Charge (Hort.) of the department or their representatives.
  16. Notwithstanding the above clauses from 1 to 15 there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

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 [DELETED]**

**3. FIRST-AID FACILITIES**

- i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:
  - a) For work places in which the number of contract labour employed does not exceed 50  
Each first-aid box shall contain the following equipment's:
    1. 6 small sterilized dressings.
    2. 3 medium size sterilized dressings.
    3. 3 large size sterilized dressings.
    4. 3 large sterilized burn dressings.
    5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
    6. 1 (30ml.) bottle containing 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 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.
    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.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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 form it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

#### 5. **WASHING FACILITIES**

- i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- ii) **[DELETED]**
- iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

#### 6. **LATRINES AND URINALS**

- i) Latrines shall be provided in every work place on the following scale namely:
- a) Where female is 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.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

- iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- iv) a) Where workers of both 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 pukka 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 (Hort.) 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 **[DELETED]**

## 8. **CRECHES**

### i) **[DELETED]**

- 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) **[DELETED]**

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

- 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 sq.ft.) per diner to be accommodated as prescribed in sub-Rule 9.
- xi a) **[DELETED]**
- b) **[DELETED]**
- xii) **[DELETED]**
- xiii) a(1) **[DELETED]**  
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.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

**10. ANTI-MALARIAL PRECAUTIONS**

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Officer In-Charge (Hort.) 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 from 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-----

D.D. (Hort.) ..... /DDA

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 mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or.

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

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

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

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

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

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

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

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

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

c) Where a contractor is permitted by the Officer In-Charge (Hort.) to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

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

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

#### 5. **PAYMENT OF WAGES**

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) 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.
- vii) All wages shall be paid through Bank or ECS or Online transfer.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Officer In-Charge (Hort.) under acknowledgement.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

- x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- xi) The contractor shall obtain from the Junior Engineer/SO(Hort.) or any other authorized representative of the Officer In-Charge (Hort.) 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 instalment, or after the expiry of sixty days from the date on which it was imposed.
- vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## 7. LABOUR RECORDS

- i) The contractor shall maintain a Register of 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).

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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 laborer's 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).

vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (F&A) rules 1971 (Appendix-XII).

vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).

viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) rules 1971 (Appendix-XIV).

## 8. ATTENDANCE CARD-CUM-WAGE SLIP

i) The contractor shall issue an Attendance card-cum-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 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) If any information furnished by contractors is found to be incorrect at any time, the contract is liable to be terminated without any notice and the performance guarantee /

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

security deposit is liable to be forfeited by the Officer-in-Charge (Hort.).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 (Hort.) 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 Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

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

## **14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of this appeal to the

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

#### **15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

- i) A 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 are 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 Dir. (Hort.) concerned shall be final.

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

.....BLANK.....

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

D.D. (Hort.) ..... /DDA

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
		<b>Blank</b>		

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
		<b>Blank</b>		

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
		<b>Blank</b>		

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

Appendix 'II'

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

Name and address of the contractor -----

Name and location of the work -----

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

.....BLANK.....

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

**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
		<b>Blank</b>			

Weekly holiday -----

Wage period -----

Date of payment of wages -----

Working hours -----

Rest interval -----

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

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
							<b>Blank</b>				

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

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	
					<b>Blank</b>				

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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
								<b>Blank</b>							

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

(Obverse)

Wage Card No. -----

**WAGE CARD**

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

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

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

Rate of Wages -----

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



Appendix 'VIII'

Form-XIV [See rule 76]

**EMPLOYMENT CARD**

Name and address of contractor -----

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

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

Name and address of Principal Employer -----

1. Name of the workman -----

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

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

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

5. Wage period -----

6. Tenure of employment -----

7. Remarks-----

Signature of Contractor

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

D.D. (Hort.) ..... /DDA

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	Rate 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-----

D.D. (Hort.) ..... /DDA

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-----

D.D. (Hort.) ..... /DDA

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
					<b>Blank</b>						

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

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 explanatio n 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
							<b>Blank</b>					

A-----

C-----

CS-----

OW -----

D-----

D.D. (Hort.) ..... /DDA

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.N o.	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
					<b>Blank</b>					

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

D.D. (Hort.) ..... /DDA

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
						<b>Blank</b>					

**(Refer Clause 25) Notice for appointment of Arbitrator**

APPENDIX XV

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

To

The Chief Engineer/EM

.....

Dear Sir,

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

- a. Name of applicant
- b. Whether applicant is individual/Prop. Firm/O\Partnership Firm/Ltd. Co.
- c. Full address of applicant.
- d. Name of the work and contract number in which arbitration sought
- e. Name of the Division which entered into contract
- f. Contract amount in the work
- g. Date of Contract
- h. Date of initiation of work
- i. Stipulated date of completion of work
- j. Actual date of completion of work (if completed)

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



- k. total number of claims made
- l. Total amount claimed
- m. Date of intimation of final bill (if work is completed)
- n. Date of payment of final bill (if work is completed)
- o. Amount of final bill (if work is completed)
- p. Date of request made to SE for decision
- q. Date of receipt of SE's decision.
- r. Date of appeal to you
- s. Date of receipt of your decision. Specimen signature of the applicant

(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents. 1. Statement of claims with amount of claims

1.

Yours faithfully,  
(Signature) Copy in duplicate to:

1. The Dy. Director (Hort.)  
Division No-5

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

## SKETCH OF CEMENT GODOWN :-DELETED

## SCHEDULE – A

Schedule of Quantities:- Separately attached

Schedule-B:- dELETED

Schedule-C:- dELETED

SCHEDULE– D:-DELETED

## SCHEDULE - E

Reference to General Conditions of contract

Name of work:	
Sub-head:	Day to day cleaning and annual complete maintenance of toilet block at site.
Estimated cost of work:	Rs.
(i) Earnest money:	Rs.
(ii)Performance Guarantee:	(to be returned after receiving performance guarantee)
(iii)Security Deposit:	5% of tendered value
	2.5% of tendered cost

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

## Schedule-f

## General Rules &amp; Directions and Conditions of Contract:

Officer inviting tender: Definition :	Dy. Dir. (Hort.)-
2(v) Officer In-Charge (Hort.) 2(viii) Accepting Authority 2(x) Percentage on cost of materials and labour to cover all overheads and profits 2(xi) Standard Schedule of Rates  2(xii) Department 9(ii) Contract Form	Dy. Dir. (Hort.)- Dir. (Hort.) 15%  Delhi schedule of Rates-2020 with upto date Correction slips issued up to last date of issue of tender.  Delhi Development Authority/DDA  Percentage rate contract form.
Clause 1  (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days  (ii) Maximum allowable extension beyond the period provided in (i) above in days	7 days  7 days
Clause 2 Authority for levy compensation under clause 2	Director (Hort.)
Clause 2A Whether Clause 2A shall be applicable.(Yes/No)	NO.
Clause 5 Number of days after the date of issue of letter of intent for reckoning date of start Table of Mile Stone(s) Time allowed for execution of work. Authority to decide: (i) Extension of time	10 days  N.A 365 days  Dir. (Hort.)-

A-----

C-----

CS-----

OW-----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

(ii) Rescheduling of milestones	N.A.
Clause Applicable - (6 or 6A)	6A
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 10A List of testing of equipment to be provided by the contractor at site lab:-	
Clause 10B (ii) Whether clause 10B (ii) shall be applicable.(Yes/No)	N.A.
Clause 10C Component of labour expressed as percent of value of work= > AS PER ACTUAL	
Clause 10CA:-DELETED	
Clause 10CC:-DELETED	
Clause 11 Specifications to be followed for execution of work	CPWD specifications- 2019 with up to date correction slips issued till last date of issue of tender and Particular Specifications attached (if any).
Clause 12 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	100%
Clause 16 Competent Authority for deciding reduced rates	Dir. (Hort.) SE
Clause 18 (as per direction of Dy. Director (Hort.) List of mandatory machinery tools & plants to be deployed by the contractor at site:- 1 Pochha, 2 Toilet Cleaner, 3 Wiper, 4. Handwash, 5. Doormats, 6. Towels, 7. Air	

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

Freshener ,8. Dustbins Etc. and other Items as per requirement at site.	
Clause 19 L Contribution of EPF and ESI	Applicable
Clause 36 (i) Requirement of Technical Representative(s) and recovery Rate.	See table attached
<p>Clause 42</p> <p>(i) Schedule / statement for determining theoretical quantity of cement &amp; bitumen on the basis of Delhi schedule of rates ____*____ printed by CPWD.</p> <p>(ii) Variations permissible on theoretical quantities</p> <p>(ii)a. Cement</p> <p>For works with estimated cost put to tender not more than Rs. 5 lakh. 3% plus/minus</p> <p>For works with estimated cost put to tender more than Rs. 5 lakh. 2% plus/minus</p> <p>(ii)b. Bitumen for all works 2.5% plus only &amp; Nil on minus Side</p> <p>(ii)c. Steel Reinforcement and structural steel 2% plus / minus</p> <p>Sections for each diameter, section and category</p> <p>(ii)d. All other materials Nil</p> <p>Recovery Rates for quantities beyond permissible Variation See table attached</p>	

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

.....BLANK.....

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.	1/8th (of the whole work)	1/4th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payment, 1% of the Tended Value of work will be withheld for failure of each Milestone.
2.	3/8th (of the whole work)	1/2 (of the whole work)	
3.	3/4th (of the whole work)	3/4th (of the whole work)	
4.	Full	Full	

A-----

C-----

CS-----

OW-----

D-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

Requirement of Technical staff for work in compliance of clause 36 (i)

		Requirement of Technical staff			Designation
		Qualification			
DELETED					
		B. Sc. Ag.			Principal Technical Representative

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

		B. Sc. Ag.			Pr in ci pa l T ec hn ic al R ep re se nt ati ve
--	--	---------------	--	--	--

Note :

1. Rate of recovery in case of non-compliance of Clause 36 (i) shall be made at the following rates.

S.No.	Qualification	Experience (years)	Rate of recovery
1-2	DELETED		
3.	B.Sc. Ag.	5	Rs. 15,000/- pm
4.	B.Sc. Ag.	Nil	Rs. 10,000/- pm

Recovery Rates for quantities beyond permissible Variation (As per schedule attached in schedule of quantity)

#### FORM OF PERFORMANCE GUARANTEE-BANK GUARANTEE BOND

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



1. In consideration of the Delhi Development Authority(hereinafter called “The Government”) 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 Rs. \_\_\_\_\_ (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 the Government an amount not exceeding Rs. \_\_\_\_\_ (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 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We \_\_\_\_\_ (indicate the name of the bank) the said bank further undertake to pay to the Government 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 the government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Officer In-Charge (Hort.) on behalf of the Government 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 the Government that the government 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 the Government 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 the Government or any indulgence by the Government 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.

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 the Government in writing.

8. This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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)

.....BLANK.....

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

D.D. (Hort.) ..... /DDA

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 Executive Engineer) (hereinafter called "the Officer In-Charge (Hort.)") in the sum of Rs. .... (Rs. in words ..... ) for which payment well and truly to be made to the said Officer In-Charge (Hort.) the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this ..... day of .....20.....

THE CONDITIONS of this obligation are :

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.

If the contractor having been notified of the acceptance of his tender by the Officer In-Charge (Hort.) :

fails to refuses to execute the Form of Agreement in accordance with the instructions to contractor, if required; OR

fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and instructions to contractor, OR

fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor, OR

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 (Hort.) up the above amount upon receipt of his first written demand, without the Officer In-Charge (Hort.) having to substantiates his demand, provided that in his demand the Officer In-Charge (Hort.) 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 (Hort.), 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-----

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

APPLICATION FORM

To

The Deputy Director,  
Horticulture Division\_\_\_\_\_,

Subject: Purchase of Tender documents

Sir,

\*I/We am/are registered with the DDA as Class ..... contractor/contractors and our Registration no. is ..... It is certified that the said registration is valid as on date .....

2. \*I/We am/are not registered with DDA.

3. \*I/We am /are registered contractor(s) with CPWD/MES/Railways/P&T/State PWD also. Particular of the Authority, class and tender amount/limit upto which I/we am/are eligible to tender are furnished below:

Authority	Class	Tendering limit

It is certified (confirmed) that this registration/these registrations is/are valid as on date and we shall inform the department ourselves as soon as my / our registration expires or is cancelled/revoked.

The particulars of work done are furnished/enclosed (for State PWD contractors)

\*I/We request that permission may be granted to me/us for the purchase of tender document for the work of .....

Yours faithfully,

(Contractor)\*

(\*Strike out inapplicable portion)

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

## GENERAL CONDITIONS

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.

The Contractor must study the Specifications and conditions carefully before tendering for the work to be executed.

Periphery of works area shall be the area shown in the layout plan of the scheme.

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.

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.

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.

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.

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.

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.

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

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.

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.

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).

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

The Contractor shall give the following undertaking in respect of taking over of land in the following proforma

I/We hereby undertake that:

Full site free from any encroachment has been handed over to me/us on.....

The site office, casting yard, laboratory, cement Godown etc., will be constructed as per the plan attached.

All the above land is temporarily handed over only for the execution of above mentioned work.

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.

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.

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.

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.

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

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.

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.

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_\_/DDA

### Levy of Taxes.

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.

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.

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.

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.

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.

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.

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.

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.

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.

- 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.

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.

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.

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

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

and adopt as directed for the inspection or measurements of the works by the Officer in-charge or his authorized representative.

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.

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.

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.

Contractor may be required to execute the work under foul position and nothing extra for executing the work in foul position/condition is payable.

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.

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.

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.

#### 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 addition 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.S: 3006 Part I Safety code for Scaffolds and Ladders.

I.S: 3696 Part II Safety code for Scaffolds and Ladders Part II

I.S: 76 Safety code for Excavation work.

I.S: 4031 Safety code for Blasting and Drilling operations.

I.S: 4138 Safety code for working in Compressed air.

I.S: 5121 Safety code for piling and other deep foundations.

I.S: 5916 Safety code for constructions involving use of bituminous materials.

I.S:7293 Safety code for working construction Machinery.

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



I.S: 7969 Safety code for storage and handling of building materials.

Any other code as per directions of Officer-in-Charge.

#### QUALITY CONTROL:

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.

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.

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.

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.

Large sized details shall take precedence over small sized drawings. The Contractor shall verify all dimensions at site.

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.

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.

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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.

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.

The contractor shall not store/dump construction material or debris on metaled road.

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.

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.

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.

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.

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.

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.

The contractor shall compulsory use of wet jet in grinding and stone cutting.

The contractor shall comply all the preventive and protective environment steps as stated in the MoEF guidelines 2010.

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

The contractor shall carry out on Road inspection for black smoke generating machinery. The contractor shall use cleaner fuel.

The contractor shall ensure that all DG sets comply emission norms notified by MoEF.

The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle 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.

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.

## 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)

Bidders will submit the bids online through GeM portal.

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.

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.

Bidder need to login to the site through their user ID/password chosen during enrolment/registration.

Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smartcard, should be registered by the bidder.

The DSC that is registered only should be used by the bidder and should ensure safety of the same.

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.

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.

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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.

Bidder should select the tender which he/she is interested in by using the search option & then move it to the 'my tenders' folder.

From my tender folder, bidder will select the tender to view all the details indicated.

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.

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.

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.

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 and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

Bidder should submit the scanned copy of the Tender Fee/ EMD as specified in the tender and other required documents should be up-loaded as part of the offer and original documents have to be submitted by the lowest tenderer.

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.

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.

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

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of work:

Sub Head:

Dear Sir,

1. 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).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender Documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), Schedule, etc .), which form part of the contract agreement and I / we shall abide

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

Hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have Also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender Document / corrigendum(s) in its totality / entirety.

5. 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.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

#### 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

Bankers Certificates should be on letter head of the Bank, addressed to tendering authority.

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

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

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

BOQ

	Description		Unit	Rate (Rs.)	Amount
	Complete Maintenance of 1 No. Toilet Block for 365 Days				

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA



	<p>a) Day to day cleaning and annual maintenance, operation of Toilet block in the park including cleaning of wall and floor tiles, all sanitary fittings and fixtures i.e. European &amp; Indian W.C, Wash basins, urinal bowls, floor traps, house manhole, chambers gully grating, waste pipes, doors, window panels and glass panels etc. all complete fittings including brooming , sweeping , washing, mopping and disinfecti</p>	
--	---	--

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

	<p>ng of floors &amp; sanitary fittings. (One Environment Assistant will be deployed in each shift i.e. 1st shift 5:00 AM to 1:00 PM and 2nd shifts 1:00 PM to 9:00 PM per day in the park.</p> <p>b) The cost of wipers, brooms, belcha, Kolchi, Kharpachies, soap, dusters, detergents, phenyl, harpic &amp; toilet cleaner, mug &amp; bucket and deodorant etc. all-inclusive whichever is required as per approved list with officer in-Charge.</p> <p>c) Supplyin</p>	
--	--	--

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

	g and filling of water in the loft Tank.				
	<p>Environment Assistant (Unskilled) for Scavenging/Cleaning:</p> <p>One EA each shift i.e. 05:00 AM to 01:00 PM and 01:00 PM to 09:00 PM</p> <p>(2 Nos. x 365 Days = 730 Nos. Job)</p>			<p>6 9 8 9 2 3. 9 0</p>	
	<p>Scavenging/Cleaning Material:</p> <p>Wiper, Pocha, Broom, Soap, Liquid Soap, Phenyl etc. (L/S Rs. 100/Day for 1 No. Toilet Block) (For 365 Days x 1 = 365 Nos. Job)</p>			<p>5 1 9 2 4. 9 0</p>	
	Supplying and filling of			<p>8 3 9</p>	

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

	<p>water in the loft Tank</p> <p>(Except where DJB water connection):</p> <p>Water tanker 5000 L capacity @ 1142.70/5000 = Rs. 0.23 x 1000 Ltr. = 230.00 (For 365 Days x 1 = 365 Nos. Job)</p>			J o b		5 0. 0 0
						8 3 4 7 9 8. 8 0

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

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

D.D. (Hort.) ..... /DDA

Dir. (Hort.) \_\_\_/DDA

## **Special Terms & Conditions of the Contract for Toilet & Bio-Toilet Block Tenders**

1. The agency may quote the rates as per minimum wages of GNCTD plus applicable GST.
2. 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.
3. The Agency would be responsible for ensuring due verification before quoting the rates. The rate once quoted would be final and binding, and agency would not be allowed to make any representation on the site condition etc. once it has submitted the bid.
4. Similar nature means "Maintenance/cleaning of Toilet / Bio Toilet work"
5. If agency not executed the required work/item, the same will be done by the department necessary recovery will be made as per prevailing market rate/justified rate.
6. The agency shall ensure that cleanliness and house keeping during the period of operation of the park are done as per the complete satisfaction of officer in charge/DD Concerned. The toilet should be absolutely clean, without any foul smell with compactly availability of water inside toilet as well as wash basin, availability of clean and dry towels all time and adequate liquid soap of good quality for washing hands.

The availability of water has to be ensured, irrespective of water availability in the park. Also water should be of drinking water quality in both toilets and wash basin. In case there is sub standard service. The decision of DD concerned as to what constitute substandard service shall be final and binding and parties 03 or more such cases default or bad service would entail the curtailment of contract with forfeiture of security deposit.

7. If any Environment assistant/Supervisor/Manager found drunken during duty hours a penalty of Rs. 5,000/- per person shall be imposed on the agency and such person shall not be allowed to work on the roll of agency in future. It will be responsibility of agency to ensure discipline and conduct of engaged Environment assistant /supervisor/manager. Any misconduct or drunkenness or any other inappropriate behaviour including any direct or indirect damage to the premises shall solely be the responsibility of the agency. DDA shall absolved of any responsibility due to the conduct/negligence of any guard and on/off duty. 03 or more cases of drunkenness or inappropriate behaviour of guards during the period of engagement of the agency shall give DDA the sufficient ground to terminate the Environment assistant(s) and to forfeit the security deposit.
8. All the consumables, disposables & Chemicals required for cleaning and housekeeping are to be procured by the contractor. All consumables, disposables & Chemicals should be eco-friendly.
9. Mechanized equipment's, wherever required, will be procured by the contractor.
10. The contractor shall engage the men/women whose age shall be between 18-50 Years.
11. The contractor shall abide by and comply with all the relevant laws and statutory Requirements covered under Labour Act, Minimum Wages and (Contract Labour Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for sanitation works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labour department.
12. 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.

13. The Department shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
14. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
15. The sanitation staff engaged by the contractor shall not accept any gratitude or reward in any shape.
16. The contractor shall be responsible to maintain all property and equipment of the Department entrusted to it. Any damage or loss caused by contractor's persons to the Department in whatever shape would be recovered from the contractor.
17. That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can claim from the contractor up to the value of the loss. The decision of the Engineer-in-charge will be final and binding on the contractor.
18. The Department shall not be responsible for providing residential accommodation to any of the personnel of the contractor.
19. **Contribution of EPF, ESI:** The EPF, ESI contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.
20. In case the labour rates quoted by the bidder are less than the minimum wages of GNCTD including GST, such bids shall be summarily rejected and bid of the tenderer quoting the lowest rates among the remaining bidders shall be accepted, subject to the other conditions.
21. The Department will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
22. **Revision of Rate by GNCTD:** That during the contractual period, if the GNCTD rates for skilled /semiskilled /non-skilled labour are revised, the additional increased amount shall be payable to the agency for onward payment to the engaged labours after verifying the records and its approval by Competent Authority.
23. The toilet shall be handed over to the agency by the department on "As in Where is" basis and Agency shall do the complete repair to plaster, flooring, painting, finishing and sanitary fitting and fixture, information plate, electrical installations etc. to ensure better aesthetic look and proper functioning of available facilities within 15 days after taking possession of toilet block to the entire satisfaction of Officer-In-Charge, otherwise the penal recovery of Rs. 1000/- will be deducted per day from the agency.
24. No workmen will be allowed to enter at the site without identity card issued by the contractor and all employees of the Contractor will wear the identification card whenever on duty in the premises. ID cards to be issued by the service provider (1-month time for implementation be given) otherwise the penal recovery of Rs. 1000/- will be deducted per day from the agency.
25. If agency fails to execute the work and toilet is not found properly maintained/cleaned in all respects on any day, the penal recovery of Rs.2000/- per shift per toilet shall be levied and deducted from the bill.
26. The agency along with his agents, representative or employees will be allowed to enter into the premises for the purpose of rendering the said service. The Agency will be responsible for any loss, damages or theft caused to DDA by Agency's agent, representatives or employees while rendering the said services which will be recovered from the Agency. In case of any such damage or theft, the agency shall be liable to restore/replace within 48 hours or else the damages shall be levied from the agency, as established by a team of DD(Hort.)/EE of the area concerned

27. During the duty period, Environmental Assistant and security guard will not leave the duty place. If he is found absent from duty place the penal recovery of Rs. 1000/- will be deducted per person from the agency.
28. The DDA reserves the right to ask Agency 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 agency 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 immediately by competent substitutes.
29. The agency will display the telephone no. of contact person for any complaint in respect of facilities in toilet.
30. 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.
31. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, if any, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the Department, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.