Tenders are invited by DGM (T)Contract, 1st Floor, Pre fabricated building, Rajghat Power house, New Delhi-02 from eligible contractors for work of:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Quotation/ tender Enquiry No.</th>
<th>Name of Work</th>
<th>Estimated Cost(Rs)</th>
<th>EMD and Tender Fee (Rs)</th>
<th>Work Completion period</th>
<th>Scheduled Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>T16P130694</td>
<td>Renovation/Alteration of control room on first floor at SLDC building, Minto road.</td>
<td>Rs. 5,38,447</td>
<td>EMD : Rs. 10,800 Tender Fee: Rs. 500</td>
<td>30 days</td>
<td>Start date of downloading Tender 15.12.2017, 6:00 PM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>End date of downloading of Tender 27.12.2017, 10:30 AM</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Start of Bid Submission 15.12.2017, 6:00 PM</td>
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<td></td>
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<td></td>
<td></td>
<td>End of Bid Submission 27.12.2017, 10:30 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Opening of Tender 27.12.2017, 11:30 AM</td>
</tr>
</tbody>
</table>

Complete e-tender documents can be downloaded from the website of Delhi Govt. http://www.govtprocurement.delhi.gov.in (Tender ID: 2017_DTL_141991_1). Tenders are to be submitted through E-Tendering Process only. Information about the tenders can also be seen on the website of DTL : http://dtl.gov.in.

DGM(T)Contract (CMM Department)

Name and Designation of Competent Authority
DTL invites tender in **Two Bid System on e-tendering portal** from eligible contractors who are registered through e-procurement portal GNCTD, [https://govtprocurement.delhi.gov.in/nicgep/app](https://govtprocurement.delhi.gov.in/nicgep/app) and had procured digital signature, for work

<table>
<thead>
<tr>
<th><strong>Name of Work</strong> :</th>
<th>Renovation/Alteration of control room on first floor at SLDC building, Minto road.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TENDER NO.</strong> :</td>
<td>T16P130694</td>
</tr>
<tr>
<td><strong>Estimated Cost : (in Rs.)</strong></td>
<td>5,38,447</td>
</tr>
<tr>
<td><strong>Earnest Money (EMD) in Rs.</strong></td>
<td>10,800</td>
</tr>
<tr>
<td><strong>Tender Fee</strong></td>
<td>Rs. 500 In form of DD/Pay Order in favour of <a href="https://www.dtl.gov.in">DELHI TRANSCO LIMITED</a> payable at New Delhi. Tender fees shall be non refundable.</td>
</tr>
<tr>
<td><strong>Completion period</strong></td>
<td>30 days</td>
</tr>
<tr>
<td><strong>Bid Validity</strong></td>
<td>120 days</td>
</tr>
</tbody>
</table>

Tender shall be downloaded for e-tendering up website (Link: [https://govtprocurement.delhi.gov.in/nicgep/app](https://govtprocurement.delhi.gov.in/nicgep/app))

For details, please visit website http://dtl.gov.in and on website [https://govtprocurement.delhi.gov.in/nicgep/app](https://govtprocurement.delhi.gov.in/nicgep/app) or may contact office of DGM(T)Contract – Tel 23275290 at 1st Floor, Delhi Transco Limited, prefabricated building, Rajghat Power House, New Delhi – 110002. For more information, please contact on email Id: mgrcivil.cmm@dtl.gov.in.

**Note:** All corrigenda, addenda, amendments, time extensions clarification, etc. to the tender will be hosted on DTL website [www.dtl.gov.in](http://www.dtl.gov.in) and Delhi Govt. website [https://govtprocurement.delhi.gov.in](https://govtprocurement.delhi.gov.in) only. Bidder should regularly visit website to keep himself or herself updated.
Dear Sir,

We submit this tender for the work **Renovation/Alteration of control room on first floor at SLDC building, Minto road** as Single Bidder / Joint Venture (*Strike off whichever is not applicable) as per schedule given in Tender Documents.

I/We have thoroughly examined the terms and conditions given in the tender document and its annexures and agree to abide by them. The rates at which I/We offer the execution of work have been stated in the enclosed Proforma/Price Schedule with separate ex works/ base price and taxes, duties and levies applicable as per GST rules. I/We confirm that no other charges would be payable to me/us, except shown in price-schedule.

I/We agree to hold the offer valid for acceptance up to 120 days from the date of opening and shall be bound by communication and acceptance letter dispatched till the last day of validity of offer.

Pay order/ Demand Draft / Banker’s cheque/ FDR/ Bank Guarantee drawn in favour of DTL for Rs. _______________ valid up to **90 days with respect to Pay order/ Demand Draft / Banker’s cheque** and **minimum 240 days with respect to Bank Guarantee/FDR**, as Earnest Money has been scanned along with tender fee (in form of Pay order and draft only) & uploaded along with tender offer and same shall be deposited by me/us in your office before scheduled time of opening of tender. In the event of my/our tender being accepted for the whole or any part quantity, I/We agree to furnish the required security deposit as per terms of agreement.

The following pages have been added to form part of this tender.

i)

ii)

Yours faithfully.

(Signature of bidder)

Status/State of capacity on which the signatory is signing

Place ___________________

Date ___________________

Name and address of the bidder

________________________________________

________________________________________

________________________________________
DELHI TRANSCO LIMITED

TENDER NO. : T16P130694

SPECIAL NOTE FOR CONTRACTORS

1. The following particulars shall be clearly mentioned on the sealed envelope containing the EMD and other documents: **(AS GIVEN IN ANNEXUE – III)**

   a) **Name** of work, **Tender Number** and due **date of opening**.
   b) **Validity** period of Tender.
   c) **Detail of earnest money and Tender fee**, i.e., Bank Draft No./Pay Order/ Banker’s cheque/ FDR/ Bank Guarantee with date, amount and Name of issuing Bank.
   d) **Full Name** and **Address of the Bidder**.

   **NOTE:** For ease of the bidder, Annexure III can be filled up and can be pasted on the face of the envelope.

MODE OF EARNEST MONEY

Earnest money to the extent specified in the tender documents as per Clause 1 of Notice Inviting Tender has already been deposited as per details given under:

Details of Earnest Money received:

Pay Order/ Bank Draft No./ Banker’s Cheque/ FDR/ Bank Guarantee__________________________________________________________

Dated : __________________

Amount Rs. __________________________ favoring Delhi Transco Ltd.

Drawn on__________________________________________________________

Any of the details as required at Sl. No. 1 above shall be clearly indicated. In case of non-submission of any information / documents required as mentioned in the Notice Inviting Tenders and elsewhere in the tender document, the tender may be rejected summarily.

Tender fee shall be only in the form of DD/Pay Order in favour of Delhi Transco Limited payable at New Delhi. Tender fee shall be submitted in the envelope of EMD only. Tender fees shall be non refundable.

DGM(T)Contract
For & on behalf of MD
DELHI TRANSCO LTD.
DELHI TRANSCO LTD.

NOTICE INVITING TENDER

1. Tenders on item rate basis are invited on behalf of MD, DTL by DGM (T) Contracts by e-tendering. Tenders will be received online as per NIT for the following works:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Tender No.</th>
<th>Name of work</th>
<th>Estimated cost / Earnest Money(Rs.)</th>
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<tr>
<td>1</td>
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<td>Renovation/Alteration of control room on first floor at SLDC building, Minto road.</td>
<td>Estimated Cost: Rs. 5,38,447 EMD Rs. 10,800 Tender Fee: Rs. 500</td>
<td>30 days</td>
</tr>
</tbody>
</table>

- The tender will be opened online on scheduled date and time.
  - In case, any of the above days is holiday, the event shall be deemed extended to next working day with same timings.

1.1 The clear site for the work is available

1.2 The required completion time for carrying out the work shall be **30 days** from the 7th day after the date of written orders to commence the work or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

1.3 Bidders 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 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 costing and work schedule. A bidder 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 bidder shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for the execution of the work unless otherwise specifically provided for in the contract documents. Submission of tender by a bidder 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 plants etc. if any, will be issued to him by DTL and local conditions and other factors having a bearing on the costing and execution of the work.
1.4 Eligibility Criteria for Bidders

1.4.1 Pre-registration is required with e-procurement site of the Delhi govt. and bidder shall obtain digital signature class II certificate from certifying agencies authorized by Govt. of India under Information Technology Act 2000.

(a) The bidder should be a working contractor/sub contractor with CPWD/Railways/Delhi Metro/DDA/Central/State Govt./ Central/ State Authorities/ PSU/ DTL.

1.4.2 Financial Position
Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

1.4.3 Experience
The bidder should have experience of having successfully completed similar work of the departments mentioned in foregoing clause 1.4.1(a) or any other Govt. departments as joint venture, as sole or as subsidiary/ subcontractor of Govt. Deptt. Similar work means Renovation/Alteration of control room / Construction of oil soak pits and roads/ Construction of transformer or equipment foundation/ GIS structure/ Trenches /Building / Annual Repair/ Maintenance works of Buildings, Colonies / Construction or repair of Boundary wall / Construction of culvert, cable trench, cable supporting structure, and trench covers etc./ Construction of C.C Road/ Construction of store building/ Special repairs to buildings/ Whitewashing of buildings and colonies/ Maintenance works of Buildings, Colonies / Waterproofing works / Construction of fire wall / Construction of main entrance gate along with security room/ Fencing work/ Demolishing the existing structures for transmission line projects / Repair and strengthening of fire wall/ Yard Development/ Civil construction works/ Miscellaneous civil works etc during last 7 years ending last day of month previous to the one in which applications are invited and should be either of the following :-

(a) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost. OR
(b) Two similar completed works, each costing not less than the amount equal to 50% of the estimated cost. OR
(c) One similar completed work, costing not less than the amount equal to 80% of the estimated cost.

1.4.4 Joint Venture Firms
In case, the bid is submitted by joint venture of two or more firms, the figures for each of the partners of the joint venture shall be added together to determine the bidder's compliance with the minimum qualifying criteria set out in para 1.4.2, however, in order for a joint venture to qualify, the partner(s) of joint venture must meet the following minimum criteria:

(i) The lead partner shall meet, not less than 40% of the minimum criteria given at para 1.4.2
(ii) Each of the other partners (s) shall meet,
(a) Not less than 25% of the criteria given in 1.4.2
Failure to comply with this requirement will result in rejection of the joint venture’s bid. In case of Joint Venture, the following conditions shall also apply:

i) The bid, and in case of successful bid, agreement shall be signed so as to be legally binding on all partners.

ii) One of the partner shall be nominated as Lead Partner, and the lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and entire execution of the Contract shall be done exclusively with the Lead Partner, provided otherwise requested by the joint venture and agreed between the Employer and the leader. The Payment shall be made in the name of Joint Venture/Consortium.

iii) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement of this effect shall be included in the authorization mentioned under (ii) above as well as in the Bid Form and in the Contract Form (in case of a successful bid);

iv) Agreement entered into between the Joint Venture partners shall be submitted with the bid.

v) The bidder shall have a Project Manager with 5 years experience in executing such contract of comparable nature including not less than 2 years as Manager.

vi) The bidder shall furnish documentary evidence in support of the qualifying requirement stipulated as above.

1.5 ONLINE SUBMISSION OF TENDERS

1.5.1 The Bidder shall submit his offer online under two part bid system i.e. Technical package & Financial package. The detailed guidelines for registration and bid submission are available on Delhi govt. e procurement website under help for contractor link.

1.5.1.1 Each tender shall contain two packages, i.e. TECHNICAL PACKAGE and FINANCIAL PACKAGE and they have to be submitted online through e procurement portal of Delhi Govt. [https://govtprocurement.delhi.gov.in/nicgep/app](https://govtprocurement.delhi.gov.in/nicgep/app)

1.5.1.2 The contents of Technical Package and Financial Package shall be as detailed under Clauses 1.6.1 and 1.6.2 herein.

1.6 DOCUMENTS COMPRISING THE TENDER

1.6.1 TECHNICAL PACKAGE shall contain scanned documents clearly indicating details of EMD and other information required as per eligibility criteria as given below:-
(a) Details of **Earnest money and Tender Fee** will be submitted with online bid. They should be physically submitted in the shape of Demand Draft/Pay Order/Banker’s Cheque/ FDR/ Bank Guarantee (for EMD) and only in shape of Demand Draft/Pay Order (for tender fee) in favour of Delhi Transco Limited payable at New Delhi, in original before the last date and time of bid submission in the office of DGM(T)Contracts, DTL, 1st Floor, Delhi Transco Limited, prefabricated building, Rajghat Power House. Earnest money is to be deposited by all tenderers, whether registered with DGS&D/NSIC/DTL or Such bodies except the exempted categories as per the relevant government rules like small scale enterprises etc. The following particulars shall be clearly mentioned on the sealed envelope containing the EMD and other documents:-

- Name of work, Tender Number and due date of opening.
- Validity period of Tender.
- Detail of earnest money and tender fee, i.e., Bank Draft No./Pay Order/ Banker’s cheque/ FDR/ Bank Guarantee with date, amount and Name of issuing Bank.
- Full Name and Address of the Bidder.

(b) Scanned copy of **POs along with Performance certificate - work done in departments mentioned in 1.4.1 (a)** as a proof of working contractor along with documents mention in clause no. 1.4.3.

(c) Scanned copy of **GST registration certificate**.

(d) Scanned Copy of **EPF registration** along with A/c No. and proof of **EPF deposit receipt/challan** (deposited within last one year from date of opening of tender).

(e) In support of meeting the QR, in line with clause 1.4.2 the Bidder must provide online relevant information as per format given in annexure -I along with scanned copy of **balance sheet and profit & loss statement** of last 3 years duly certified by Chartered Accountant countersigned by bidder.

(f) Scanned copy of documents required in case of **joint venture** firm as per clause 1.4.4

(g) Scanned copy of **online Litigation History / Arbitration** case as per format given in Annexure-II.

(h) Scanned copy of **online tender form placed at page 2 of NIT**.

(i) Scanned copy of **PAN card**.

(j) Scanned copy of **Annexure VI and Annexure VII** duly filled, signed and stamped.
(k) Scanned copy of Annexure VIII (on stamp paper of Rs. 10) (stating that provisions of section 171 of CGST Act has been complied with and all the benefits accrued to vendor/bidder related to the quoted bid price on account of implementation of GST has been passed to DTL) duly filled, signed and stamped.

1.6.2 FINANCIAL PACKAGE shall consist of BOQ and shall be entered online at prescribed place on website.

(1) Bidders are required to submit the bids as per GST provisions and tax structure.

(2) The price quoted in respect of all items in the above schedule shall be excluding GST applicable on transaction between the Employer and the Contractor. The bidder shall quote separately the taxes, duties and levies as per GST rules for the portion of supply of goods and services as applicable in their quoted bid price and Employer would not bear any additional liability on this account except as stated in bid. In the schedules, Bidder shall give the required details and a breakdown of their price considering and taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations.

(3) To facilitate the bidders, Employer has indicated an HSN/SAC code and rate of GST against each item in the Price Schedule. It shall entirely be the responsibility of the bidder to check the HSN/SAC code and rate of GST given against each item. The bidder may either confirm the HSN and rate of GST or if the bidder opts to classify the item in question under a different HSN/SAC code or opts to indicate a different rate of GST, bidder may indicate the same in the columns provided. The bidders shall solely be responsible for HSN/SAC classification and the rate of GST for each item. Employer’s liability for reimbursement of GST shall be GST applicable at the rate as confirmed/deemed confirmed in the bid and as accepted by the employer.

(4) The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the bidder while quoting bid price.

1.7 FORMAT AND SIGNING OF TENDERS

1.7.1 If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

1.7.2 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the purpose. A certified copy of the power of attorney shall accompany the tender.

1.7.3 If the Tender is submitted by a joint venture company it shall be signed by lead partner who is authorized to incur liabilities and receive instructions for and on behalf of any and all partners of joint venture as per the authorization executed by all partners of the Joint Venture in his favour.
1.7.4 All amendments/corrections shall be initialed by the person or persons submitting the tender.

1.7.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

1.7.6 All the documents attached with the bid must be signed and stamped by the bidder/authorized signatory of bidder.

1.8 TENDER OPENING AND EVALUATION

1.8.1 The Employer/Engineer will open the Technical Package, on scheduled date & time as mentioned in tender document online. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.

1.8.2 Technical Package of the Tender will be opened and submitted to Tender Committee for scrutiny.

1.8.3 Financial package will be opened online and interested Bidder who has participated in the bidding can access comparative statement on website.

1.9 PROCESS TO BE CONFIDENTIAL

1.9.1 Except the public opening of Tender information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

1.9.2 Any effort by a Bidder to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tender.

1.10 CLARIFICATION OF TENDERS

Technical evaluation of technical packages submitted by Bidders shall be undertaken based on details submitted in the technical package only. No additional information in this regard will be allowed to be submitted by the bidders. However, the employer reserve the right to ask any clarification from Bidders for details submitted with technical package if it so desires during the technical evaluation.

1.11 EMPLOYER’S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS.

The Employer reserves the right to accept or reject any tender, and to annul the tender process and reject any of the all tenders, at any time prior to award of
contract.

1.12 **Availability of Tender Documents:**

1.12.1 (a) The tender documents can be downloaded from website: [https://govtprocurement.delhi.gov.in/nicgep/app](https://govtprocurement.delhi.gov.in/nicgep/app). The offer will only be considered if the prospective bidder submits the tender online strictly in two part bid system as described in clause 1.5 “online submission of tenders”.

1.12.1 (b) The tender documents downloaded from website shall be submitted by bidder strictly in accordance with clause-1.5, after filling the rates in the prescribe schedule of items enclosed with tender document. The bidder has to submit tender documents strictly in two part bid system as described in clause 1.5 “online Submission of tenders”.

2 All rates shall be quoted on the prescribed schedule of items. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the unit rates in figure as well as in words, in such a way that interpolation is not possible. In case of figures, the words ‘Rs.’ should be written before the figure of Rupees and word ‘p’ after the decimal figures, e.g. ‘Rs. 2.15p’ and in case of words, the word, ‘Rupees’ should precede and the word ‘Paisa’ should be written at the end. 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.

3. In the case of Item Rate Tenders, only quoted rates for each item 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 rate that will correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

4. In case of percentage rate tenders, only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender in figures and words shall be accurately filled in figures and words, so that there is no discrepancy. However, if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor, or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct, Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.
5. In the case of tender where unit rate of any item/items appear unrealistic, such tender shall be considered as unbalanced and in case the bidder is unable to provide the satisfactory explanation such a tender shall be liable to be disqualified and rejected.

6. The tender shall be submitted with the following information:
   a) A declaration that the contractor is an Engineering Construction firm who has successfully carried out the works of similar nature as indicated in the eligibility criteria and has adequate organization structure including experienced personnel to handle jobs of similar types and magnitude.
   b) A brief description of works with name of work, amount of the work previously executed by him shall be given. The bidder is required to submit detailed particulars of such works along with the manner of their execution and all other information that will satisfy concerned authority that the contractor has adequate organizational setup including experienced personnel to execute the work within the time schedule as per the specifications.

7. The Engineer-in-Charge may revise or amend the specifications and drawings prior to the date notified for opening of the tenders. Such revisions and amendments, if any, will be communicated to all prospective bidders through an addendum or addenda to this invitation of tenders.

8. Successful bidder whose tender is accepted will be required to execute an agreement on a non judicial stamp paper of Rs.100.00 (to be furnished by the successful bidder) within fifteen days of the issue of the written order to start the work with the concerned Manager(T) Civil, Delhi Transco Limited. No payment shall be made for such papers.

9. In the event of failure of the bidder to sign the contract documents (contract agreement) within a period of fifteen days of the issue of the written order to start the work, the entire earnest money deposited by him shall be forfeited and acceptance of his tender withdrawn unless the period is extended by mutual agreement.

10. Canvassing in any form in connection with tenders is strictly prohibited and the tender submitted by the contractor who resorts to canvassing shall be liable for rejection.

11. The acceptance of the tender shall rest with the Engineer-in-Charge who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. Further, Engineer-in-Charge reserves to himself the right to accept the whole or any part of the tender and bidder shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking the instructions from Engineer-in-Charge shall be communicated to the Engineer-in-Charge or his authorized representative.

13. Item rate tender containing percentage below/above will be summarily rejected.
14. The contractor shall not be permitted to tender for work in case his near relative is posted as an officer of the rank of Junior Engineer or equivalent and above in any capacity in the Civil dept., concerned Finance & Accounts Deptt. and Administration Deptt. of Delhi Transco Ltd. Contractor shall also intimate the name of persons who are working with him in any capacity or subsequently employed by him and who are near relatives to any officer in the Delhi Transco Ltd.

15. Tenders for the work shall remain open for acceptance for a period of 120 days (one hundred and twenty days), from the date of opening of the technical bid.

16. In case of any discrepancy in the unit of any item in the BOQ, the actual unit of the item in the DSR shall be taken in place of the unit in BOQ (in case item is from the DSR).

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

18. No two or more concerns in which an individual is interested as proprietor and/or partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.

19. The deviation (if any) desired by the Tenderer in technical specification or any other terms and condition should be clearly specified by them in the bid otherwise it will presumed that the offer is strictly as per NIT requirements.

Signature of the Contractor

DGM(T)Contracts
For & Behalf of MD
Delhi Transco Limited
ITEM / PERCENTAGE RATE TENDER FOR WORKS

I/We tender for the execution of work specified for Delhi Transco Ltd. of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in schedule of items of tender and in accordance with the specifications, design, drawings, instructions in writing and conditions of contract in all respect so far as applicable.

MEMORANDUM:

General description of work: Renovation/Alteration of control room on first floor at SLDC building, Minto road.
b) Estimated Cost: Rs. 5,38,447
c) Earnest money: Rs. 10,800, Tender Fee: Rs. 500
d) Security deposit: 5% of tendered value of the work put to the tender

The successful bidder shall have to deposit the security at @ 5% of the total awarded cost for the proper performance of the contract within seven days of receipt to Purchase Order in the office of Manager(T)Civil. The security deposit will be accepted in the form of Bank Guarantee. Guarantee bonds of schedule banks and State Bank of India will be accepted for this purpose.

Time allowed for the completion of the work calculated from the 7th day after the date of written order to commence work or date of handing over of site whichever is later i.e 30 days.

Should this tender be accepted in whole or in part, I/We hereby agree (i) to abide by and fulfill all the terms and provisions of the said conditions annexed here to and all the terms and provisions contained in the notice inviting tenders, and/or in default thereof to forfeit and pay the Delhi Transco Ltd. or its successors the sum of money mentioned in the said conditions. Pay Order/Bank Draft/ Banker’s cheque/ FDR/ Bank Guarantee amounting to Rs. _______ is enclosed as earnest money. If I/We fail to commence the work specified in the above memorandum within 7th day after the date of written order to commence the work or from the date of handing over of site whichever is later, I/We agree that the said Delhi Transco Ltd. or successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by Delhi Transco Ltd. towards security deposit. Also, I/We hereby agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviation as may be ordered up to a maximum of +20% of awarded value at the rates quoted in the tender documents and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 12A of the conditions of the contract.

Dated, _____/ _____/ _________ (dd/MM/YYYY)

* SIGNATURE OF THE CONTRACTOR

* Signature of Contractor before submission of tender.

NOTE: Definition of deviation limit.

The deviation limit for the work shall be ± 20% (twenty percent) of the total value of the contract awarded in reference to the clause 12 of the conditions of the contract.
### ANNEXURE - I

**A. DATA IN SUPPORT OF clause 1.4.2**

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Financial Year</th>
<th>Annual Turnover in equivalent Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
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</tr>
</tbody>
</table>

Signature of Contractor
### ANNEXURE - II

**Information regarding current litigation / arbitration cases [as per clause 1.6.1(g)]**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Parties concerned</th>
<th>Cause of litigation and matter in dispute</th>
<th>Disputed amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Contractor
Particulars to be mentioned on the face of the Envelope

To,

The DGM(T)Contracts, DTL,
1st Floor, Delhi Transco Limited, Prefabricated building,
Near HIMADRI, Rajghat Power House,
Delhi-110002.

Tender No: ______________________
Name of work: ___________________________________________________
________________________________________________________________
________________________________________________________________
Due date of opening of tender: ____________ Bid Validity: 120 days

<table>
<thead>
<tr>
<th>Detail of Earnest Money</th>
<th>Detail of tender fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of EMD (DD/BG/FDR): No.</td>
<td>Tender fee number:</td>
</tr>
<tr>
<td>Amount:</td>
<td>Amount:</td>
</tr>
<tr>
<td>Bank Name:</td>
<td>Bank Name:</td>
</tr>
<tr>
<td>Date of Issue:</td>
<td>Date of Issue:</td>
</tr>
<tr>
<td>Validity (BG/DD) / Maturity Date (FDR):</td>
<td>Validity of Tender fee:</td>
</tr>
</tbody>
</table>

Submitted By:
Name of Bidder: ..................................................................................
Address:....................................................................................................................
................................................................................................................................
Mobile: ......................................... Phone Office: ..................................................
E-mail ID: ……………………………………………………………………………………


Ref:……………………………….

Bank Guarantee No……………………………..

Date ……………………………………………

To 

__________________________________

__________________________________

__________________________________

______________________________

Dear Sirs,

In accordance with your invitation to Bid under your Specification
No…………………………….
M/s ……………………………………………………………………………..having   its   Registered   Office ………………………………………………..(hereinafter called the “Bidder”) wish to participate in the said Bid for .......................... and you, as a special favour, have agreed to accept Bank Bid Guarantee for an amount of Rs………………(Rupees…………………………………….only) valid up to …………………….. on behalf of the Bidder in lieu of Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

We, ….... having our Registered Office at .......... guarantee and undertake to pay immediately on demand by Delhi Transco Limited the amount of Rs......../- (Rupees…………………………………….Only) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner’ i.e. Delhi Transco Limited or its authorized representative shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall remain valid up to ............... If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s..........................on whose behalf this guarantee is issued.

ANNEXURE-IV
BANK GUARANTEE FOR EMD
In witness whereof the Scheduled Bank, through its authorized Officer, has set its hand and stamp on this …………………. day of ………….at………….

<table>
<thead>
<tr>
<th>Signature</th>
<th>Witness 1</th>
<th>Witness 2</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
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<th>Name</th>
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<table>
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<tr>
<th>Address</th>
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<td></td>
</tr>
</tbody>
</table>

Name : ______________________  Phone No: _______________________  Domain Email ID : __________________________________________

Designation with Bank (Scheduled) Stamp

(Official address)
(To be stamped in accordance with stamp act.)

Bank Guarantee No._______________
Date____________________________
Ref__________________

To,

Office of DGM T Contract
Delhi Transco Limited,
Room No.-105, 1ST Floor Prefabricated Building
Rajghat Power House, New Delhi-110002 (India),

Dear Sirs,

In consideration of D.T.L (Govt. of Delhi) (hereinafter referred to as the ‘Owner’, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _________________________ with its registered /Head Office at __________________________________ (hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract by issue of Owner’s Letter of Award No._______________ dated___________________ and the same having been unequivocally accepted by the Contractor, resulting in a contract/contract bearing No._______________ dated _______________ valued at ________________ for ________________ and the contractor having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to __________% (______________ percent of the said value of the contract to the Owner.

We ______________________________________________________
(Name & Address)

having its Head Office at ____________________________________ (hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrator, executors and assigns) do hereby guarantee and undertake to pay the Owner, on a mere demand any and all moneys payable by the contractor to the extent of________________ ___ as aforesaid at any time up to__________ (days/month/year)without any demur, reservations contest, recourse or protest and/or without any reference to the contractor. Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.
The Owner shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor. The Owner shall have the fullest liberty without affecting the guarantee to postpone from time to time the exercise of any power vested in them or of any right which they might have against the contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the contract between the Owner and the contractor or any other course or remedy or security available to the Owner. The bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing, whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the contractor’s liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to __________________________ and it shall remain in force upto and including ________________________ and shall be extended from time to time for such period till ___________________________ on whose behalf this guarantee has been given, discharges his obligation in total under the agreement in the present case.

Dated this __________________ day of __________________ 20______________ at __________________.

Name : __________________________

Phone No: ________________________

Domain Email ID : __________________________

WITNESS

(Signature)

(Name)

(Official address)

Designation

Attorney as per Power of Attorney.

Date __________
UNDERTAKING FOR CORRUPT & FRAUDULANT PRACTICE

We declare that in the submission of this tender no agent, middle man or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be constructed as an agency commission, has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY
### Details of GST Registration of the Bidder

<table>
<thead>
<tr>
<th>S.no</th>
<th>Vendor registration number</th>
<th>Name</th>
<th>State code (region code as per GST)</th>
<th>GST customer type</th>
<th>GST registration type</th>
<th>Registration number</th>
<th>GSTIN / GID / UID</th>
<th>MSMED registration number if applicable (please attach MSME certificate also)</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

### DETAILS OF GST REGISTRATION OF DTL

1. Entity — Delhi Transco limited  
2. State — Delhi  
3. Billing Address — Shakti Sadan, Kotla Road, New Delhi – 110002  
4. GST no. — 07AABCD6342A1Z7  
5. Tan No. — DELD05482B

### Details of HSN/SAC Code and GST rates applicable for the work

<table>
<thead>
<tr>
<th>Material offered - Service Offered</th>
<th>HSN/ SAC of offered material / service offered</th>
<th>Confirmation of the HSN / SAC code (Yes/ No)</th>
<th>GST rate applicable on the Item (in %)</th>
<th>Confirmation of GST rate on Item (in %)</th>
</tr>
</thead>
<tbody>
<tr>
<td>All items in BOQ for this tender</td>
<td>995479</td>
<td></td>
<td>18%</td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE –VIII

(Undertaking to be provided on stamp paper of Rs. 10)

UNDERTAKING

(FOR ANTI PROFITEERING MEASURE)

I/We(Mr./Ms.)________________________________________ proprietor/partner/director

of  M/s.............................................................. (GSTN Registration

Number ..................................................) do hereby undertake that we have been

complying with the provision of section 171 of the GST Act, 2017 and all the benefits

accrued to us on account of any reduction in rate of tax and/or Input tax credit etc on

any supply of goods or services which will be supplied to DTL under Tender No.

________________________ will be passed on to Delhi Transco Limited by way of

commensurate reduction in the prices. In future, if anything found contrary, we are

accountable for any contravention of the law and we undertake to indemnify Delhi

Transco Limited for the loss suffered on account of not passing the aforesaid benefit.

STAMP & SIGNATURE OF KMP (Key Management Personnel) / CA
GENERAL CONDITIONS

OF

CONTRACT
DELHI TRANSCO LIMITED

GENERAL CONDITIONS OF CONTRACT

The site of the work is located as indicated in the Notice Inviting Tender.

Before submitting their bid proposals, bidders shall carefully examine the site of the work to familiarise themselves with the site conditions which exist regarding present work to be executed, materials to be matched, precautions required, working space available and other conditions necessary to the making of the intelligent bids.

DEFINITIONS

1. The ‘contract’ means document forming the tender and acceptance thereof and the formal agreement executed between the Delhi Transco Ltd. and the contractor together with the documents referred to therein including these conditions, specifications, design, drawings & instructions issued from time to time by Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

2. In the contract, the following expressions shall, unless the content otherwise requires have the meanings hereby respectively assigned to them.

a) WORK – The expressions ‘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 to be executed whether temporary or permanent and whether original, altered, substituted or additional.

b) SITE – The ‘Site’ shall mean the land and/or other places or into or through which the work is to be executed under the contract or any adjacent land or path or street through which work is to be executed under the contract or any other land or path or street within territory of NCT of Delhi which may be allotted or used for the purpose of carrying out the contract.

c) OWNER - The ‘owner’ is the Delhi Transco Ltd. having its registered office at Shakti Sadan, Rouse Avenue, New Delhi and referred to throughout the tender documents as ‘owner’ when used in conjunction in words ‘as directed’, ‘where directed’, ‘when directed’, ‘approved’, ‘subject to approval’, ‘satisfactory’, ‘accepted’, ‘Equal to’, ‘proper determined by’, shall mean the MD, Delhi Transco Ltd. or his authorized representative(s).

d) Engineer-in-Charge - The ‘Engineer-in-Charge’ or Engineer means the General Manager(Tech) Civil or his authorised representative as the case may be, who shall supervise and be in –charge of the work and who shall sign the contract on behalf of Delhi Transco Ltd.

e) Contractor -The contractor shall mean the successful bidder who is awarded the contract to perform the work covered by these tender documents and shall include the contractor’s personal representatives, successors, executors, administrators and will be referred to as if of masculine gender and singular number through the tender documents.

f) Bidder -The ‘bidder’ means a party or parties submitting an offer for the work covered by the tender documents.
g) **SUB-CONTRACTOR** – The term ‘Sub-Contractor’ used herein refers to a party or parties having a direct contract with the contractor to whom any part of the contract has been sublet by the contractor with the prior consent in writing of Engineer-in-Charge.

h) **MANUFACTURER** – The term ‘Manufacturer’ used herein refers to a party proposing to design and/or manufacturer of the equipments and material as specified, complete or in part.

i) **DETAILED DRAWING** – If necessary, additional detailed drawings may be furnished to contractor for execution of the work and they will form part of the contract.

j) **TENDER DRAWING** – The term ‘Tender Drawing’ refers to the drawing made part of the tender documents.

k) **LETTER OF INTENT/ORDER TO COMMENCE WORK** – Letter of intent shall mean the letter from Engineer-in-Charge conveying his acceptance of the tender and order to commence the work subject to such reservations as may have been stated therein.

l) **PLANT EQUIPMENT STORES** – Plant Equipment shall mean and include Plant and material to be provided and work to be done by contractor under the contract.

m) When the word ‘approved’, ‘subject to approval’, ‘satisfactory’, ‘Directed’, ‘when directed’, ‘determined by’, ‘accepted’, ‘permitted’, are used the approval, judgment, direction etc. is understood to be function of the Engineer-in-Charge and shall have the same effect as performed by Engineer-in-Charge.

**CLAUSE-1 : SECURITY DEPOSIT**

The successful bidder shall have to deposit the security at @ 5% of the total awarded cost for the proper performance of the contract within seven days of receipt to Purchase Order in the office of Manager(T)Civil and material/work shall not be accepted without depositing security amount. The security amount is to be deposited in the form of Bank Guarantee /demand draft / Banker’s cheque /pay order / Fixed Deposit Receipt drawn in favour of Delhi Transco Limited valid up to full term of guarantee period. The security amount in whole or any part thereof is liable for forfeiture in case of un-satisfactory execution delay or bad work/supplies. The decision of Engineer in charge in this regard shall be final and binding on the contractor. The security deposit will be released after fulfillment of the conditions as mentioned above. In the event of non submission of security within the stipulated period, penalty @ 0.5 % per week up to maximum of 2% of awarded cost shall be levied after expiry of the period as stipulated above. The security amount will be released after the completion of the guarantee period. No claim shall be entertained against the owner on account of interest on Security Deposit. Security deposit shall be refunded in case, there are no complaints during the guarantee period, after the expiry of guarantee period after successful completion of work, on request of the contractor.

In case, a BG/fixed deposit receipt of any bank is furnished by the contractor to Delhi Transco Ltd. as part of the Security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said BG/fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Delhi Transco Ltd. to make good the loss.
Such amount are to be held by Delhi Transco Ltd. by way of security deposit, provided always that the Delhi Transco Ltd. for this purpose shall be entitled to forfeit the security deposit as indicated above till security deposit is released.

The Bank Guarantee/ fixed deposit receipt/shall be initially valid to the stipulated date of completion plus guarantee period beyond that plus claim period of 3 months. (Guarantee period is six months for work costing upto Rs. 5 lakhs and one year for work and costing more than Rs. 5 lakhs, starting from the date of acceptance of the complete work of the contractor by the Engineer in charge). In case the time for completion of work gets enlarged, the contractor shall get the validity of Bank Guarantee/ fixed deposit receipt extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority and completion of guarantee period, the security deposit shall be returned to the contractor, without any interest.

The Engineer-in-Charge shall not make a claim under the security deposit Guarantee except for amounts to which the MD, DTL is entitled under the contract (not withstanding and / or without prejudice to any provisions in the contract agreement) in the event of :

a) Failure by the contractor to extend the validity of the Bank Guarantee/ fixed deposit receipt as described here in above, in which event the Engineer-in-Charge may claim the full amount of the Security Deposit.

b) Failure by the contractor to pay MD, DTL any amount due, either as agreed by the contractor or determined under any of the clauses/ conditions of the agreement, within 15 days of the service of notice to this effect by Engineer-in Charge.

In the event of the contract being determined as rescinded under provision of any of the clause/ condition of the agreement, the Bank Guarantee/ fixed deposit receipt against security deposit shall stand forfeited in full and shall be absolutely at the disposal of MD, DTL.

No claim shall be entertained against the owner on account of interest on the security deposit or if the same is withheld for guaranteed performance.

CLAUSE – 1A : EARNEST MONEY

a) Earnest money, to the extent specified, must be deposited by the bidder in the form of demand draft / Banker’s cheque/ FDR/ Bank Guarantee pay order in favour of Delhi Transco Ltd. and payable at New Delhi. Earnest money is to be deposited by all tenderers, whether registered with DGS&D/NSIC/DTL or Such bodies except the exempted categories as per the relevant government rules like small scale enterprises etc. The EMD as aforesaid should be furnished as per NIT. No other mode of deposit of earnest money except as specified above will be accepted by the owner.

b) i) Earnest money of all the unsuccessful bidders will be refunded after the decision of competent authority to accept the tender. No claim shall be entertained against the owner on account of interest on the EMD if the same is withheld for processing of the case.

ii) If the successful bidder withdraws his tender within validity period of one hundred and twenty days or makes any modification in terms and conditions of tender which
are not acceptable to DTL, the DTL shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the EMD.

iii) In case the contractor fails to commence the work specified in the tender documents on 15th day or such time period as mentioned in letter of award after date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of site whichever is later, the DTL shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely

**CLAUSE – 2 : COMPENSATION FOR DELAY**

The time allowed for carrying out the work as entered in the tender and in accordance with the priority laid down by the Engineer-in-Charge shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor and shall be reckoned from the fifteen day after the date on which the order to commence the work is issued to the contractor or the date of handing over of site whichever is later. As soon as practicable, of the acceptance of his tender, the contractor shall submit to the Engineer-in-Charge for his approval a programme showing the order or procedure and method in which he proposes to carryout the works in accordance with the schedule of instructions furnished by the tender papers. He shall also, whenever required by the Engineer-in-Charge, furnish for his information particulars in writing, of the contract agreement for carrying out all the works and the construction plan and temporary works which the contractor intends to make use or construct, or as the case may be, nevertheless, the submission to any approval by the Engineer-in-Charge of such programme for the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities as such under the contract.

The work shall, throughout the stipulated period of the contract, be proceeded with all due diligence and the contractor shall pay as compensation an amount **0.5% per week of delay to be computed on per day basis.** "Competent authority" (whose decision shall be the final and binding and would not be opened to arbitration) may decide on this account of the awarded value of the whole work, for each day the work remains uncommenced or unfinished, after the proper dates and further to ensure good progress during the execution of the works. The contractor shall be bound in all cases in which the time allowed for any work exceeds one month (say for special jobs) to complete one eight of the whole of the work before the one fourth of the whole time allowed under the contract has elapsed and three eight of work before \( \frac{1}{2} \) of the time has elapsed and three fourth of work before three fourth of such time has elapsed. However, for special job, if a time schedule has been submitted by the contractor and the same has been adopted by the Engineer-in-Charge the contractor shall comply with said time schedule. In event of the contractor failing to comply with this condition he shall be liable to pay as compensation **0.5% per week of delay to be computed on per day basis.** "Competent authority" (whose decision shall be the final and binding and would not be opened to arbitration) may decide on the said awarded value of the whole work for each day for the due quantity of work that remains incomplete, provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10%(ten) percent of awarded value as per LOI.

**CLAUSE-3 : Cancellation/Rescission of contract in full or in part.**

The Engineer-in-Charge may, without prejudice to any other right or remedy against the contractor in respect of any delay, inferior workmanship any claims or remedy for damages and/or any other provision of this contract or otherwise and whether the date of completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:
i) If the contractor, having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanship like manner, shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by that date.

ii) If the contractor being a company shall pass a resolution or the court shall make the 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 to make a winding up order.

iii) If the contractor commits breach of any of the terms and conditions of this contract.

iv) If the contractor commits any act mentioned in clause 21 hereof.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Delhi Transco Ltd. shall have powers:

a) To terminate or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence). Upon such determination or rescission, the security deposit/performance guarantee of the contractor shall stand forfeited and shall be absolutely at the disposal of Delhi Transco Ltd. and the balance work shall be got executed at the risk and cost of the contractor.

b) To employ labour paid by the Delhi Transco Ltd. and to supply materials to carry out the work or any part of the work and debiting the contractor with the cost of the labour and price of the materials of the amount of which cost and price, certified by the Engineer-in-Charge shall be final and conclusive against the contractor and crediting him with the value of the work done in all respect in same manner and at the same rate as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided also that if the expenses incurred by the Delhi Transco Ltd. are less than the amount payable to contractor at his rates, the difference shall not be paid to the contractor.

c) After giving 15 days 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 unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which is in excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Delhi Transco Ltd. under this contract or any other account whatsoever or from his security deposit/performance guarantee or proceeds of sales thereof or a sufficient part thereof as the case may be.

In the event of any one or more of the above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or made any materials 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 provisions aforesaid the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect there of and he shall only be entitled to be paid the value so certified.

Clause 3A:

In case the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of the work from the date of written order to commence the work or from the date of handing over of site whichever is later, either party may close the contract. In such eventuality the earnest money deposit 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 TO REMAIN LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE(3) POWER TO TAKE POSSESSION OF OR REQUIRE REMOVAL OR SELL CONTRACTOR’S PLANT.

In any case in which any of the powers, conferred upon the Engineer-in-Charge by clause-3 hereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions 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 Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires, after giving a notice in writing to the contractor take possession of (or at the sole discretion of Engineer-in-Charge) all or any, tools, plants, 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 execution of the work or any part thereof having or allowing for the same in account at contract rates, or in the case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge (whose certificate thereof shall be final otherwise the Engineer-in-Charge) by notice in writing may order the contractor or his clerk of the works, foremen or other authorized agent to remove such tools, plants, materials or stores from the premises (within a time to be specified, in such notice) and in the event of the contractor, failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractors expense or sell them by the auction or private sale on account of the contractor and at his risk in all respect and the certificate of Engineer-in-Charge as to the expenses of any such removal, and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE – 5: EXTENSION OF TIME

If the contractor shall desire an extension of time for completion of the work on grounds of his having faced unavoidable hindrance in its execution or on any other ground he shall bring this to the notice of the Engineer-in-Charge in writing within thirty days of the date of such hindrances and “The Engineer in Charge” (whose decision shall be the final and binding and would not be open to arbitration) on reasonable grounds to be shown thereof, authorize such extension of time, if any, as may, in his opinion, be necessary.
CLAUSE – 5A : CLAUSE PERTAINING TO DAMAGE TO WORK IN CONSEQUENCES OF HOSTILITIES OR WAR LIKE OPERATIONS

The work (whether fully completed or not) and all materials, machines, tools and plants, scaffolding, temporary building and others things connected herewith shall be at risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in war like operations the contractor shall, when ordered in writing by the Engineer-in-Charge remove any debris, from site, collect and stack properly or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates, in accordance with the provisions of this agreement for the work of clearing the site of debris stacking or removal of serviceable materials and further reconstruction of all work ordered by the Engineer-in-Charge, such payment being in addition to compensation upto the value of the work originally executed before being damaged or destroyed but not already measured and paid for the compensation shall be assessed by the Engineer concerned for a higher amount. The contractor shall be paid for the damage/destruction suffered at the rate tendered for in accordance with the provision of this agreement.

The certificate of the Engineer-in-Charge regarding the quantity and quality of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

In the event of the contractor having agreed to carry out reconstruction as aforesaid, he shall be allowed such extension of time in its completion as is considered reasonable by the Engineer-in-Charge.

CLAUSE – 5B

In case extension is desired by the contractor for more than one hindrance, he shall specify the period (giving dates) for which the work was delayed due to each hindrances. Further, if a portion of work is delayed due to particular hindrance, it shall not be considered justified reason for delay in the entire work and the progress of the remaining work will be governed by the approved schedule.

CLAUSE – 5C

In the event of any material alteration or additions being made as herein specified, which in the opinion of Engineer in charge will require additional time for the execution of all works under this contract, then in that case the time of completion of work be extended by such a period or periods of time as may be fixed by The Engineer in Charge and his decision shall be final and binding upon both the parties hereto, provided in such a case the contractor, within seven(7) days after being notified in writing of such alterations or additions, shall request in writing for the extension of time, but no extension of time shall be given for any minor addition or alteration of work, and the provisions of this paragraph shall not otherwise alter, change or invalidate the provision of the contract with reference to the penalty clause, and the said owner on account of such additional time required for the execution of work.
CLAUSE – 5D

If, owing to circumstances beyond the control of the owner like strikes, lockouts, or any un-natural calamities, court stay order or any other unforeseen reason, it becomes necessary to temporarily suspend the work, notice to that effect shall be given by the Engineer-in-Charge in writing to the contractor. The work would subsequently be resumed under the written order of the owner/Engineer. In such cases the contractor shall be entitled to an extension of time equivalent to the period work was suspended but he shall not be eligible to claim any compensation for losses due to such temporary suspension.

CLAUSE – 6 : COMPLETION CERTIFICATE

Within 10 days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within 30 days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, he shall furnish the contractor with certificate of completion, otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rate, shall be issued, but no certificate of completion, provisional or otherwise, shall be issued nor shall the work be considered to be complete until the contractor has removed from the premises on which the work was executed, all scaffolding, surplus materials, rubbish and all huts and sanitary arrangement required for his/their people on the site in connection with the execution of the work as shall be erected or constructed by the contractor and (c) cleaned off the dirt from all work, doors, windows, walls floors or other part of any buildings in, upon or above where the work was executed, or of which he may have possession for the purpose of the execution thereof; and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirement of this clause as to removal of scaffolding, surplus material and rubbish etc. and all huts and sanitary arrangement as aforesaid and clean off dirt on or before the date fixed for completion of the work, the Engineer in Charge may at expense of the contractor remove such scaffolding, surplus materials, rubbish etc. and dispose off the same as he thinks fit and clean off dirt as aforesaid and the contractor shall have no claim in respect of any such scaffolding or surplus/material as aforesaid except for any actually realized amount by the sale thereof.

CLAUSE – 7 : DELETED

CLAUSE – 8 : BILL TO BE SUBMITTED MONTHLY

A bill accompanied by theoretical statement of cement and steel required and test result of the materials, shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in previous months, and the Engineer-in-Charge shall take or cause to be taken in requisite measurements for the purpose of having the same verified, and the claim as far as admissible, adjustment as far as possible before the expiry of 15 (fifteen) days from the presentation of the bill. The contractor shall be required to sign all the measurements book-containing details of the work billed in token of his acceptance of the measurement recorded.

CLAUSE – 8A : CONTRACTOR TO BE GIVEN A WEEK TO FILE OBJECTIONS TO MEASUREMENT RECORDED BY DEPARTMENT.
Before taking any measurement of any work as has been referred to in Clause 6, 7 and 8 hereof, the Engineer-in-Charge or a subordinate deputed by him shall give reasonable notice, not exceeding seven days to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-Charge or by the subordinate deputed by him as the case may be, he shall have no right to dispute the same.

CLAUSE – 9 : SUBMISSION OF BILLS

The contractor shall submit all bills at the office of the Engineer-in-Charge and charges in the bills always be entered at the rates specified in the tender, unit price list or in the case of any extra work ordered in the pursuance of those conditions and not mentioned or provided for in the tender at the rates there after provided for such work.

CLAUSE – 9A : PAYMENT ON CONTRACTOR’S RUNNING BILLS

1. Payment due to the contractor shall be authorized by the Engineer-in-Charge and shall be paid by ECS within 30 days from the date of submission of running bill by the Contractor. In case of any discrepancy/clarification required in the bill, the bill shall be returned with comments within 3 working days of submission of bill. Thereafter, payment shall be released to agency within 30 days of receipt of clarification from the contractor. Payment shall be sanctioned after verification by Manager concerned of DTL and shall be made as per rules of the Company. If on any account or unforeseen reasons, the DTL is unable to make due payment to contractor within 30 days, DTL is not liable to pay any interest or penalty for delayed period.

2. If on any account or unforeseen reasons, the DTL is unable to give clearance to the contractor for doing the work, no penalty on DTL on account of loss to the contractor will be entertained. In case the work done by the contractor is not according to specifications/satisfactory, the work so executed will not be measured and no payment shall be made till the same is done according to specifications/satisfaction.

3. Every receipt for money which may become payable or for any security deposit which may become transferred to the contractor under these conditions shall, notwithstanding anything to the contrary contained in the partnership deed if signed in the name of partner by any one of the partners of a contractor/firm, be a good and sufficient discharge, to the owner in respect of the moneys or security purported to be acknowledged thereby; and in the event of death of any of the contractor/partner during the pendency of contract it is hereby expressly agreed that every receipt by any of the surviving contractor or partners shall, if so signed as aforesaid be good and valid discharge as aforesaid, provided that nothing in this clause shall be deemed to prejudice or effect any claim which the owner may thereafter have against the legal representative of any deceased contractor/partner or in respect of any breach of any of the conditions of the contract and provided also that nothing in this clause shall be deemed to prejudice or effect the respective rights or obligations of the contractor/partner and of the legal representative of any deceased contractor/partner inter-se.

CLAUSE 9B : PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-charge whichever is
earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

Payment of those items of the bill in respect of which there is no dispute and for the items in dispute as to quantities and rates as approved by Engineer-in-charge will, as far as possible, be made within the period specified here in under the period being reckoned from the date of receipt of the bill by the Engineer-in-charge or his authorized representative complete with account of materials issued by the department if any and dismantled materials.

i) If the tendered value/Estimated cost of work is upto Rs. 5.00 lacs = 3 months
ii) If the tendered value/Estimated cost of work exceeds Rs. 5.00 lacs = 6 months

If on any account or unforeseen reasons, the DTL is unable to make due payment to contractor within stipulated time, DTL is not liable to pay any interest or penalty for delayed period.

CLAUSE - 10 : MATERIALS SUPPLIED BY DELHI TRANSCO LIMITED

If the specification of schedule of items provided for the use of any special description of materials to be supplied from the Engineer-in-Charge’s store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge as shown in the schedule of materials, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores (for the purpose of running payment) so supplied at the rates specified in the said schedule of materials may be set off or deducted from any sums due to or which may thereafter become due to the contractor under the contract or otherwise or against or from the security deposit. However, should lump sum recovery of this sort be undesirable in any case, the recovery to be effected gradually as the Material issued to the contractor or are actually used in construction and the items of work in which that are used are paid for whether by an advance payment or by an on account payment. All materials so supplied to the contractor shall remain the absolute property of Delhi Transco Ltd. and shall not be recovered on any account from the site of the work and shall be at all times open to inspection by the Engineer-in-Charge. Any such materials remaining unused and in perfectly good condition at the time of completion or determination of the contract remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at a place directed by him by a notice in writing under his hand, he shall so required, but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid not being used by him or for any wastage in or damage to any such materials provided that the contractor shall in no case be benefited to any compensation 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 Delhi Transco Ltd. with-in the scheduled time for completion of the work plus 50% thereof, if any part of the materials has not been supplied within the aforesaid period, then the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge, whose decision shall be final.

CLAUSE – 10A:
The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specification and in case of default, the Engineer-in-Charge is to be at liberty to employ at the expense of contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, Engineer-in-Charge may cause the same to be supplied and all cost which may be required for removal and substitution are to be borne by the contractor.

**CLAUSE-10AA: INDENT OF MATERIAL**

The contractor shall furnish to the Engineer-in-Charge at least one month in advance a statement showing the quantities of material as specified in the schedule and the approximate time when the same are required by him for works.

**CLAUSE –10B :**

(i) **SECURED ADVANCE ON NON PERISHABLE MATERIAL**

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

(ii) **MOBILIZATION ADVANCE**

Mobilization advance not exceeding 10% of the awarded value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case, the contractor shall execute a Bank Guarantee Bond from a Scheduled Nationalized Bank as specified by the Engineer-in-charge before the full amount of such advance is released. Such advance shall be in two or more installments to be determined by the engineer-in-charge at his absolute discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a written request made by the contractor to the Engineer-in-charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-charge. Mobilization advance shall be admissible only for works where estimated cost put to the tender is rupees two crores & above.

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

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

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

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

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

(iv) **INTEREST AND RECOVERY**

The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 11.50% (Eleven point five percent) per annum payable quarterly and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor’s bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata
percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto date of recovery of the installment.

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

(vi) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

CLAUSE – 10BB: LOADING, TRANSPORT AND UNLOADING OF STORES

It shall be the responsibility of the contractor to take delivery of the materials from the stores of the Engineer-in-Charge or from such locations as may be indicated by the Engineer-in-Charge and arrangement for loading, transport and unloading at the site at his cost.

CLAUSE – 10 C: STORAGE OF MATERIALS

It will be the duty of the contractor to inspect the material supplied to him prior to taking the delivery thereof and to satisfy himself that they are in good conditions, after the materials have been delivered by the owner it shall be the responsibility of the contractor to keep them in good conditions and under proper storage wherever necessary. If the materials are damaged or lost or stolen etc at any time, the recovery therefore will be made from the contractor at twice the issue rates of the material.

CLAUSE 10CA: PAYMENT DUE TO INCREASE/DECREASE IN PRICES OF CEMENT AND STEEL REINFORCEMENT BARS AFTER RECEIPT OF TENDER

If after submission of the tender, the price of cement and/or steel reinforcement bars incorporated in the works (not being a material supplied from the Engineer-in-Charge’s stores in accordance with Clause 10 thereof) increase(s) beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

If after submission of the tender, the prices of cement and/or steel reinforcement bars incorporated in the works (not being a material stipulated from the Engineer-in-Charge’s stores in accordance with the Clause 10 thereof) is decreased, DTL shall in respect of these materials incorporated in the works (not being materials supplied from the Engineer-in-Charge’s stores in accordance with Clause 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of Cement and/or Steel reinforcement bars as prevailed at the time of last stipulated date for receipt of tenders including
extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and/or steel reinforcement bars issued under authority of Director General (Works) CPWD.

The increase/ decrease in prices shall be determined by the All India Wholesale Price Indices for Cement and Steel (bars and rods) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement and/or steel reinforcement bars as issued under authority of Director General (Works), CPWD as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

The amount of the contract shall accordingly be varied for cement and/or steel reinforcement bars and will be worked out as per the formula given below:

a) Adjustment for component of ‘Cement’

\[
V_c = \frac{P_c \times Q_c \times (C_I - C_{Io})}{C_{Io}}
\]

where,

\[
\begin{align*}
V_c &= \text{Variation in cement cost i.e. increase or the amount in rupees to be paid or recovered.} \\
P_c &= \text{Base Price of cement as issued under authority of DG(W), CPWD valid at the time of the last stipulated date of receipt of tender including extensions, if any.} \\
Q_c &= \text{Quantity of cement used in the works since previous bill.} \\
C_{Io} &= \text{All India Wholesale Price Index for cement as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce & issued by DG (W) CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any.} \\
C_I &= \text{All India Wholesale Price Index for cement for period under consideration as published by Economic advisor to Government of India, Ministry of Industry and Commerce & issued by DG (W) CPWD.}
\end{align*}
\]

b) Adjustment for component of ‘Steel’

\[
V_s = \frac{P_s \times Q_s \times (S_I - S_{Io})}{S_{Io}}
\]

where,

\[
\begin{align*}
V_s &= \text{Variation in cost of steel reinforcement bars i.e. increase or decrease} \\
P_s &= \text{Base Price of steel reinforcement bars as issued under authority of DG(W), CPWD valid at the time of the last stipulated date of receipt of tender including extensions, if any.} \\
Q_s &= \text{Quantity of steel reinforcement bars used in the works since previous bill.} \\
S_{Io} &= \text{All India Wholesale Price Index for steel reinforcement bars as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce & issued by DG (W) CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any.} \\
S_I &= \text{All India Wholesale Price Index for steel reinforcement bars for period under consideration as published by Economic advisor to Government of India, Ministry of Industry and Commerce & issued by DG (W) CPWD.}
\end{align*}
\]
in the amount in rupees to be paid or recovered.

\[ P_s = \text{Base Price of steel reinforcement bars, as issued under authority of DG(W), CPWD at the time of the last stipulated date of receipt of tender including extensions, if any.} \]

\[ Q_s = \text{Quantity of steel paid either by way of secured advance or used in the works since previous bill (whichever is earlier).} \]

\[ S_{Io} = \text{All India Wholesale Price Index for Steel (bars & rods) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce & issued by DG (W) CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any.} \]

\[ S_I = \text{All India Wholesale Price Index for Steel (bars & rods) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce & issued by DG (W) CPWD.} \]

Provided always that provisions of the Clause 10D shall not be applicable in respect of Cement and/or Steel reinforcement bars.

**CLAUSE – 10D**

If during the progress of the works, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge’s store in accordance with clause 10 thereof) and/or wages of labour increase as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in GST Act) and such increase exceeds ten percent of the price and/or wages prevailing at the time of receipt of the tender for the work, and the contractor thereupon necessarily and properly pays in respect that materials (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work, such increased wages then the amount of the contract shall accordingly be varied, provided always that any increase so payable is not, in the opinion of the Engineer-in-Charge, whose decision shall be final and binding, attributable to any delay in the execution of the contract within the control of the contractor.

Provided, however, no reimbursement shall be made if the increase is not more than 10% of the said prices/wages, and if so, the reimbursement shall be made only on the excess over 10% and provided further that any other increase shall not be payable if such increase has become operative after the contract or extended date of completion of the work in question.

If during the progress of the works, the price of any materials incorporated in the works (not being a material supplied from the Engineer-in-Charge’s stores) and/or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in DAVT Act 2005) and such decrease exceeds ten percent of the price and/or wages prevailing at the time of receipt of the tender for the work the owner shall, in respect of materials, incorporated in the work (not being materials supplied from the Engineer-in-Charge’s stores) and/or labour engaged on the execution of the work, after the date of coming into force or such law, statutory rule or order be entitled to deduct from the dues of the contractor
such amount as shall be equivalent to difference between the prices of materials and/or wages as they prevailed at the time of receipt of tender for the work minus 10% thereof on the price of materials and/or wages of labour on the coming into force of such law, statutory rules or order.

The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the owner and further shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.

The contractor shall; within 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 Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating there to which he may be in a position to supply.

**CLAUSE – 11 : WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS ORDER ETC.**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, both as regards to materials and otherwise in every respect, strictly in accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work furnished by the Engineer-in-Charge.

The contractor shall comply with the provision of 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 thing of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

**CLAUSE – 12 : DEVIATION/VARIATION-EXTENT AND PRICING**

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

The overall deviation limit for the work shall be ± 20% (twenty percent) of the total value of the contract awarded.

12.1 The time of completion of the works shall, in the event of any deviations resulting in
additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:
i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value, plus
ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2 Deviation, Extra items and Pricing:
In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

Deviation, Deviated quantities, Pricing:
i) If the market rate for the substituted item so determined is more than the market rates 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).

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

Deviation, Deviated quantities, Pricing:
In the case of contract items, substituted items, contract cum substituted items, which exceed

(i) more than ±20% of the deviation limit for the value of additions of items of any individual trade already included in the contract,

(ii) In case of foundations, more than ±50% of the value of that trade in the contract as a whole for the additions/deductions (arithmetical sum) included in the contract.

Note:-
i) The deviation limit referred to above is the net effect (algebraical sum) of all additions and deduction ordered.

ii) Individual trade means the trade sections into which a schedule of quantities annexed to the agreement has been divided, or in the absence of any such division, the individual sections of the CPWD schedule of rates specified above such as excavation and earth work, concrete, wood work etc.

The contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the
contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in aforesaid para 12.2 (i) & (ii), and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

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

12.5 For the purpose of operation of the limits laid down in aforesaid para 12.2 (ii), the following works shall be treated as works relating to foundation:
   (c) For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and DPC but including base concrete below the floors.
   (d) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
   (e) For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
   (f) For roads all items of excavation and filling including treatment of sub-base.

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

**CLAUSE – 12 B : SCHEDULE AND PROGRESS REPORT**

a) The contractor shall furnish the Engineer-in-Charge within two weeks after the award of the contract schedule showing when he will commence and complete the different portions of the work in accordance with the priorities laid down by the Engineer-in-Charge. The decisions of the Engineer-in-Charge with regard to priorities shall be binding on the contractor.

b) For the proper fulfillment of this contract it is essential that complete information is available from the contractor for completion of work by parties under contract other than the contractor. At the time of award of the contract a schedule will be drawn by the Engineer-in-Charge for approval of final drawings of the contract in conjunction with the contractor and this schedule will state the period which will be taken by Engineer-in-Charge, for approval of drawings. A specified time for reply to other design information will also be set in this schedule.
c) The contractor shall also submit anticipated progress schedule at the beginning of each month describing in detail all anticipated progress for the following month.

**CLAUSE – 12BB : STANDARDS**

a) Unless otherwise specified by Engineer in writing, all work shall be done in accordance with the latest Indian Standard specifications or the Central P.W.D specifications.

b) Where conflicts occur between any of the laws, rules, regulations, standards and so forth, specified herein, the more stringent one shall govern the work.

c) Where the items are not covered by any of the aforesaid standards the work shall be carried out as per the specifications to be laid down by the Engineer in writing.

**CLAUSE – 12C : DRAWING SPECIFICATIONS, CORRESPONDENCE ETC.**

**Drawing and Specifications**:

a) The contractor shall be deemed to have carefully examined the general conditions, specifications and drawing etc and also to have satisfied himself as to the nature and character of the work to be executed, and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the Engineer-in-Charge shall not in any way relieve the contractor from his responsibility for supplying all materials and executing the work in terms of the contract including all the details and incidental work and supply of all accessories or apparatus which may not have been specially mentioned in the contract but necessary for ensuring complete erection and safe and efficient working. If he shall have any doubts as to the meaning of the contract, he shall before signing it set forth the particulars thereof and submit them to the Engineer-in-Charge in writing in order that such doubt may be removed.

b) After signing of the contract, the contractor will be given, free of charge, one copy of agreement, two prints of drawings, revisions there to progressively, as per the requirement of constructions schedule and two complete sets of specifications. The contractor shall pay for any additional copies he requires.

c) Such further drawings or explanations, the Engineer-in-Charge may furnish to the contractor to illustrate the work to be done will be consistent with the original drawings and specifications, and the contractor shall confirm there to as part of this contract.

d) All drawing and specifications, being instruments of service will be the property of the Engineer in Charge and shall be returned to him when the work is completed.

e) Figures, dimensions shall be followed in preference to scale and detailed drawings in preference to general layout drawings. The contractor shall verify all dimensions in the field before any work is commenced.

f) All instructions and orders given by the Engineer-in-Charge are to be maintained in the site instructions book and will be taken to have been conveyed to the contractor for his compliance.

g) Wherever the site falls within the premises of prohibited area, the contractor shall be required to comply with the entry of exit regulations that may be imposed from time to time for security reasons.

**Interpretation**

a) Decisions by the Engineer-in-Charge shall be conclusive to the true intent and meaning of drawings and specifications. Any discrepancy which may exist between drawing or
specifications shall be referred to the Engineer-in-Charge whose decision as to true meaning shall be final.

b) The contractor shall study and compare the drawings, specifications and other information given to him by the Engineer-in-Charge and shall report in writing.

c) Verbal instructions or information supposed to have come from the Engineer in Charge’s office will not be recognized by him unless confirmed in writing. This applies to information given by estimating and after the contract is awarded.

d) The drawing and specifications are intended to co-ordinate so that any time set forth in either shall be recognized as the same as if fully forth in both.

**Correspondence**

All correspondence regarding design engineering, equipment, layout etc shall be sent in triplicate to the Engineer-in-Charge for proper distribution purpose.

**Addendum**

Details regarding distribution of letters, drawings and fabrications reports and operating instructions may be modified at a later date.

**CLAUSE – 12D : MUTUAL CO-OPERATION AMONG CONTRACTORS**

a) The contractor shall arrange his schedule of work and methods of operation to minimize inconvenience to other contractor(s) on the site. In all matters of conflict of interest the Engineer-in-Charge shall direct what compromise should be made. The decision of Engineer in Charge shall be final and binding on all the parties.

b) Extra work shifts; beyond normal prescribed shift shall be permitted upon the written approval of the Engineer-in-Charge provided that, except in an emergency, sufficient notice is given by the contractor. The Engineer-in-Charge may also direct such extra shifts to ensure completion of contract of schedule if in his opinion such work is warranted and the contractor shall promptly comply with such directions.

**CLAUSE – 13 : NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OR WORK TO BE CARRIED OUT**

If at any time, after the commencement of the work, the Engineer shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole work as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence, of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations made in the original specifications, drawings, design and instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges and on the cartage only of the material actually and bonafide brought to site of the work by the contractor and tendered surplus as a result of the abandonment or curtailment of the work of any portion thereof and then taken back by the contractor, provided however that the Engineer-in-Charge shall have in all cases the option of taking over all or any such materials at their purchases price or at local current rates
whichever may be less. In the case of such stores having been issued from Delhi Transco Limited’s stores, supervision charges and storage charges shall be refunded in addition to the issue rate of materials. However, transportation and any other incidental charges for safe custody and return of materials will not be paid.

**CLAUSE – 14: ACTION AND COMPENSATION PAYMENT IN CASE OF BAD WORK**

If it shall appear to the Engineer-in-charge or to his subordinate incharge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with material or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with contract, the contractor shall on demand in writing which shall be made within the period specified in clause 40(a) from the engineer specifying the work, materials or articles complained forthwith, rectify or remove and reconstruct the work so specified in whole or in part as the case may be required or as the case may be, remove the material or articles at his own charges and cost, and in the event of his failing to do so within a period to be specified by Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of 1% of the estimated amount put to tender for every day not exceeding 10% while his failure to do so shall continue and in case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with others, the materials or articles complained or as the case may be at the risk and expenses, in all respect, of the contractor.

**CLAUSE – 15: WORK TO BE OPEN TO INSPECTION**

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 Engineer and his authorized subordinate and the contractor shall at all times at which reasonable notice of the intention of the Engineer or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order 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 contractors himself. The contractor shall also provide all facilities necessary for inspection of the work by the Engineer in charge or his authorized representative.

**CLAUSE – 15A: TESTS**

a) Physical and chemical tests, at the cost of the contractor, may be required by the Engineer in charge or the owner of the materials specified hereby or proposed to be used in the work. The requirements to be met in the manner of as may be prescribed or approved by the Engineer in charge as per CPWD specification in authorized lab as approved by DTL.

b) The Engineer in Charge and/or owner reserves the right to waive any of the above test requirements and to prescribe new test requirements, if found necessary to expedite the work to conform to the latest and best practice, as may be shown by the standards of Engineering sections. The expense of such tests will be borne by the contractor unless specified otherwise.

**CLAUSE – 15B: SAMPLES**

The contractor shall furnish to the Engineer for approval as required by the specifications, adequate samples of the materials to be used in the work. Such samples shall be permitted for use
after tests and examinations thereof. All materials furnished and finishers applied shall be fully
equal to approved samples. Samples of hardware, equipment and similar materials will be
returned to the contractor for incorporation into the work. The contractor shall also furnish
samples for tests other than those indicated in the specifications, if in opinion of the Engineer in
Charge /owner such tests are necessary for conformance to the required standards.

CLAUSE – 16:

NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

The contractor shall give not less than seven days notice in writing to the Engineer in
charge or his subordinate in-charge of the work before covering up or otherwise placing beyond
the reach of the measurements of work in order that the same may be measured and correct
dimensions thereof, be taken before the same is covered up or placed beyond the reach of
measurement and shall not cover up without the consent in writing of the Engineer-in-Charge or
his subordinate-in-Charge of the work who shall, within aforesaid period of seven days, inspect
the work and if any work shall be covered up or placed beyond reach of the measurement
without such notice having been given or Engineer’s consent being expensed or in default
thereof no payment or allowance shall be given for such work or the materials with which the
same was executed.

CLAUSE – 17:

CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR
IMPERFECTIONS NOTICED WITHIN THE PRESCRIBED GUARANTEE PERIOD
AFTER THE COMPLETION CERTIFICATE.

If the contractor or his working people or servants shall break, defect, injure or destroy
any part of the building in which they may be working or any building, road, curb, fence,
enclosure, water pipe, cable, drains, electric or telephone posts or wire, trees, grass or grass land
or cultivated ground contiguous to the premises of which the work or any part of it is being
executed, or if any damage shall happen to the work while in progress from any cause whatever
or if any defect, shrinking or other faults appear in the work within the guarantee period as in
Clause 40 and 40A after certificate, final or otherwise, of its completion shall have been given by
the Engineer-in-Charge as aforesaid arising out of defective or improper materials,
workmanship, the contractor shall upon receipt of a notice in writing in that behalf make the
same good at his own expenses or in default the Engineer-in-Charge may cause the same to be
made good by other workman and deduct the expenses from any sums that may be, whether or at
any time thereafter, may become due to 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 expiry of the period of guarantee (specified in clause 40(A)) or if the period of
guarantee of any individual item(s) of work is extended in term of clause 40(A) following the
remedying of the defect in items of work, the Engineer-in-Charge shall retain ten percent of the
value of such individual items of work out of the security deposit for not less than six months for
works costing up to 5 lacs and one complete year for works costing above 5 lacs starting from the
formal acceptance date by Engineer in charge.

CLAUSE – 18:

CONTRACTOR TO SUPPLY ALL PLANT LADDERS,
SAFECODLING ETC.

The contractor shall supply and provide at his own cost all materials (except such special
materials, if any, as may be in accordance with the contract be supplied from the Engineer-in-
Charge’s stores) plant, tools, appliances, implements, ladders, cardages, tackles, scaffolding and
temporary works required for the proper execution of the work whether original, altered or
substitute and whether included in the specifications or other documents forming part of the contract and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matters as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting in the measurement for examination at any time and from time to time of the work or materials, failing his so doing, the same may be provided by the Engineer-in-Charge at the expenses of the contractor from money deposit or the proceeds of sale thereof or of a sufficient portion thereof.

**CLAUSE 18A : WORKMAN COMPENSATION**

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

**CLAUSE 18B : INDEMNITY, DAMAGES AND INSURANCE**

a) The contractor shall indemnify and make harmless the owner or the Engineer, their agents or employees from/ against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and descriptions brought or recovered against him for the owner by reasons of any act or commission of the contractor his agent or employees in execution of work or the guarding off it.

b) The contractor shall also indemnify the owner against payments under the Workmen’s Compensation Act, which the owner may suffer, sustain or he in any way be subject to by reasons of injuries to the contractor’s or the owner’s employees, or other persons or damage to the property of any persons or corporation arising out of /resulting from the performance of the work of this contract.

Workmen’s Compensation policy shall contain a waiver of the insurance’s right under the Workmen’s Compensation law to recover from the owner compensation and other expenses paid for any injury to or death of any employee of the contractor while performing the work covered by the contract.

c) The contractor shall take out, pay all costs and maintain through the period of his contract, public liability and property damage liability insurance with the following coverage -

i) Public liability limits for body injury or death not less than Rs. 1,00,000/- for one person and Rs. 2,00,000/- (for each accident).

ii) Property liability limit for each accident not less than Rs. 1,00,000/-. 
d) The owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those specified in sub-section (i) and (ii) above. In such event the additional premiums payable solely as the result of such increases in insurance shall be borne by the contractor.

e) In addition, the contractor is fully responsible for all equipment and materials for damage or loss from any cause until his complete work is formally accepted by the owner. The clause governs, notwithstanding the part payments which may be advanced to the contractor from time to time, for work in place, as such, it is recommended, but not mandatory, that the contractor obtains insurance for his work up to the time the work is formally accepted by the owner.

f) The contractor shall submit all policies of insurance to the Engineer in Charge for approval, prior to executing such insurance and starting his work on the site.

g) The contractor must submit to the Engineer-in-charge a certificate in duplicate covering each type of insurance from the Indian Insurance Company, the contractor is required to take and each certificate shall state that no policy, will be cancelled before, the Engineer in Charge has been given (thirty) 30 days notice of the Contractor’s intention to cancel such policy. Contractor shall name the owner in each policy in addition to himself, as the insured. Selection of the insurance company shall be with owner’s approval.

**CLAUSE – 19 : LABOUR**

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

**CLAUSE – 19A : FAIR WAGE CLAUSE**

Payments of wages to labour:

a) The contractor shall pay not less than fair (minimum) wage to laborers engaged by him on the work.

**EXPLANATION** : ‘Fair Wage’ means whether for full time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the authority for the Delhi District in which the work is done. It will be notified in consultations with the officers of the Industrial Relations Machinery located in the respective areas and will not be less than the minimum rate of wages fixed by the Delhi Govt. for the class of employees engaged on the same type of work in the same area.

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

c) In respect of all labour directly or indirectly employed in the work for performance of the contractor’s part of his agreement, the contractor shall comply with or caused to be complied with the contractor’s labour regulations made by Government from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorisedly made, maintenance of wages books, wage slips, publications of scale
of rates and other terms of employment, inspection and submission of periodical, returns and all other matters of like nature.

d) The Manager concerned shall have the right to deduct from the moneys due to the contractor and the sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by the term of the contract or non-observance of the regulations.

e) Under the provisions of the Minimum Wages Act 1948 and Minimum Wages (central) Rules, 1950, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to and rules framed there under, the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty. In the event of defaults, the Engineer-in-Charge or his representative shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourer, and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer or his representative concerned.

f) Vis-à-vis the Delhi Transco Ltd., the contractor shall be primarily liable to all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

g) The regulations aforesaid shall be deemed to be part of this contract any breach thereof shall be deemed to be breach of this contract.

**CLAUSE – 19B : SAFETY PROVISIONS**

In respect of all directly or indirectly employed labour in the work for the performance of the contractor’s part of this agreement, the contractor shall at his own expenses arrange for the safety provisions as per safety code framed from time to time and shall at his own expenses provide for all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Engineer-in-Charge shall have liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in this behalf from the contractor.

**CLAUSE – 19C : LABOUR RETURNS TO BE SUBMITTED BY THE CONTRACTOR**

The contractor shall submit by the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and first half of the current month respectively (1) the number of labourers employed by him on the work (2) their working hours, (3) the wages paid by 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 benefits according to the clause 19E and the amount paid to them, failing which the contractor shall be liable to pay to Delhi Transco Ltd. a sum not exceeding Rs.200/- for each default of materially incorrect statement. The decision of the engineer-in-charge shall be final in deducting from any bill due to the contractor, the amount levied as fine.

**CLAUSE – 19D : HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS**
In respect of all labour directly or indirectly employed in works for the performance of the contractor’s part of this contract, the contractor shall comply with or cause to be compiled with all rules prescribed by Delhi Transco Ltd. from time to time for the protection of health and sanitary arrangements to workers employed on the project and its contractor.

**CLAUSE – 19E : MATERNITY BENEFIT RULES FOR FEMALE WORKERS EMPLOYED BY CONTRACTOR**

Leave and pay during leave shall be regulated as follows:

**LEAVE**

(i) In case of delivery/ maternity leave not exceeding 8 weeks (4 weeks upto and including the day of delivery and 4 weeks following that day).

(ii) In case of miscarriage, upto 3 weeks from the date of miscarriage.

**PAY**

(i) In case of delivery, leave pay during maternity leave will be at the rate of the women’s average daily earning calculated on the total wages earned on the day when full time work was done during a period of 3 months immediately preceding the date on which she absents herself on account of maternity, the minimum rate of wage fixed or revised under the Minimum Wages Act,1948 or ten rupees, whichever is the highest.

(ii) In case of miscarriage, leave pay at the rate of daily average earnings calculated on the total wages earned on the day when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

**CONDITIONS FOR THE GRANT OF MATERNITY LEAVE**

No maternity leave benefits shall be admissible to a woman unless, she has been employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

**CLAUSE – 19F : PROTECTION OF HEALTH AND SANITARY ARRANGEMENT**

In the event of the contractor(s) committing a default to breach of any of the provision of the 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 failing any statements under the provisions of the above regulations and rules which is materially incorrect he/they shall without any prejudice to any other liability pay to the Delhi Transco Ltd. a sum not exceeding Rs.50/- for every default breach of furnishing, making, submitting, filling such materially in correct statements and in the event of the contractor’s defaulting continuously in this respect, the penalty may be enhanced to Rs.100/- 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 Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the model Rules for the protection of health and sanitary arrangement for work people employed by the contractor’s hereinafter referred as the said Rule the Engineer-in-Charge shall have the power to give the 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 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 Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his / their own expenses and to approved standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works and if the same shall not have been erected or constructed according to the approved standards, the Engineer-in-Charge shall have power to give notice in writing to the Contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at cost of the contractor(s).

CLAUSE – 19 G :

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

1 (a) The minimum height of each hut at the eaves level shall be 7'-0” and the floor area to be provided will be at the rate of 30 sq.ft. for each member of the worker’s family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking place having a minimum size 6’X5’ adjacent to the hut for each family.

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

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

2 (a) All the huts shall have walls of sundried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of such dried bricks the wall should be plastered with mud gobri on both sides. The floor may be kacha but plastered with mud gobri and shall be at least 6 inches above the surrounding ground. The roofs shall be laid with the thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation the roof remain water tight.

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

(c) All doors, windows and ventilators shall be provided with suitable leaves for security purposes.
(d) There shall be kept an open space at least 8 yards between the rows of huts which may be reduced to 20 ft. according to the availability of site, with the approval of the Engineer-in-Charge, back to back construction will be allowed.

3. **Water Supply:** The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from well or river, tank which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe line for starting supply to his/their labour camp from the existing main wherever available and shall pay all fees and charges therefore.

4. The site selected for the camp to be arranged by the contractor shall be high ground removed from jungle.

5. **Disposal of Excreta:** The contractor(s) shall make necessary arrangement for the disposal of excreta from latrines by trenching or incinerating which shall be according to the arrangements laid down by the local health authorities. If trenching or incineration is not allowed the contractor shall inform it about the number of labourers employed so that arrangement may be made by such committee/authority for the removal of excreta. All charges on this account shall be borne by the contractor and paid directly by him to the Municipal authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

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

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

8. **Sanitation:** The contractor shall make arrangements for conservancy and sanitation in the labour camp according to the rules of the local health and medical authorities.

**CLAUSE – 19 H : DISMISSAL OR REMOVAL OF CONTRACTOR’S EMPLOYEES**

The contractor shall not dismiss/ remove any of his employee except after following the rules and regulations under the labour laws in this regard. Further, the wages paid to the workers shall be as per the Minimum Wages Act 1948.

**CLAUSE – 19 I : MINIMUM WAGES**

The contractor shall comply with all the provisions of the Minimum Wages Act 1948 and modification thereof and rules framed there under and other labour laws.

The employment of labour for this work as well as its welfare health and wages shall be governed by the provisions of the Contract Labour (Regulations and Abolition) Act 1970 (Act.37) of 1970 and the Delhi Contract Labour (Regulations and Abolition) Rules 1972. In case of default the contractor(s) in respect of any of the said provisions on account of which their responsibility shifts to the DTL as the principal employer, the Engineer-in-Charge shall have the power to comply with the said provisions at the cost of the contractor.
CLAUSE – 20 : SUPERINTENDANCE

a) The contractor shall keep a competent and qualified representative constantly in-charge on the premises from the time of work is commenced until it is entirely completed. He shall meet the approval of the Engineer-in-Charge and shall receive and comply with the directions, drawings and specifications and supervise the work of all sub-contractors and workmen.

b) The contractor’s representative shall not be transferred from the operation without the consent of the Engineer-in-Charge.

c) The representative shall carefully examine the drawing and specifications and acquaint the Engineer with any inconsistency or discrepancy that may appear before proceeding with the work.

d) The contractor shall remove and replace his representative or any employees, who in the opinion of the Engineer-in-Charge is not competent to perform the duties assigned to him or misconducts himself.

CLAUSE – 20A : REMOVAL OF RUBBISH

The contractor shall, from time to time, remove all rubbish resulting from the execution of his work, adjacent streets and drive ways shall be kept clean and unobstructed at all times, material resulting from demolition and not suitable in the construction work will be property of the contractor on the owners approval and shall immediately be removed from the site. Before issue of the notification by the contractor regarding completion of this work, the contractor shall remove all rubbish, tools, scaffolding and surplus materials and leave the premises clean and fit for use.

CLAUSE – 20B : CARE OF FINISHED WORK

The contractor shall efficiently protect the work from action of weather and from injury or defacement and shall cover finished parts, where required, for their through protection. Face work shall be left perfectly clean and free from defects.

The contractor shall be responsible for protecting work which has been completed by other contractors. All precautions shall be taken when moving any equipment over finished work.

CLAUSE – 20C : SUITABLE APPLIANCES

a) The contractor shall disclose his plan or organization and operation and details of his appliances to the extent required by the Engineer/owner and shall use such methods and appliances for the performance of all portions of the work as will produce satisfactory quality or workmanship and rate of progress which in the opinion of the Engineer-in-Charge will secure the completion of the contract within the time agreed upon within a reasonable time if no time has been agreed upon.

b) All materials, tools, plants, and so forth, at the site and necessary for the execution of the work shall be entirely at the risk and cost of the contractor.

CLAUSE – 21 : SUBLETTING OF WORK
The contract shall not be assigned or sublet without the written prior approval of the Engineer-in-Charge 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 attempts to do so, or, if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employment of Delhi Transco Ltd. 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 Engineer-in-Charge shall have power to adopt any of the courses specified in clause 3 hereof as he may deem best suited in the interest of Delhi Transco Ltd. and in the event of any of these courses being adopted the consequences specified in the said clause 3 shall ensue.

CLAUSE – 22: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE OF ACTUAL LOSS

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 Delhi Transco Ltd. without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE – 23: CHANGES IN CONSTITUTIONS.

Where the contractor is a partnership firm the prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. When 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 work hereby undertaken by the contractor. If prior approval as aforesaid is not obtained, the contractor shall be deemed to have been assigned in contravention of clause 21 thereof and the same section may be taken and the same consequences shall ensure as provided in the said clause 21.

CLAUSE – 24: DIRECTION OF ENGINEER-IN-CHARGE

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

CLAUSE – 25: ARBITRATION

If there is any dispute, question or controversy, the settlement of which is not herein specially provided, shall at any time arise between the Delhi Transco Ltd. and the supplier/contractor relating to this order/contract or any matter connected with the contract/order or the portion of the same or the rights and duties or liabilities of either party then in every case the matter in dispute shall be referred to the arbitration of sole arbitrator, MD, DTL or his nominee and the decision of the sole arbitrator MD, DTL or his nominee shall be final and binding on both the parties. The provision of Indian Arbitration and Conciliation Act, 1996 as amended from time to time shall apply to such arbitration proceedings. Arbitration proceedings shall be held in Delhi and only Delhi courts will have jurisdiction in the matter. The
contractor/suppliers shall have no objection to the appointment of arbitrator by MD, DTL or his
nominee as arbitrator on the ground that he is an officer of the Delhi Transco Ltd. or has dealt
with the matters in question in the course of his duties or has expressed his views on all or any
matters in disputes. Services under this order/contract shall not be withstanding the existence of
any such disputes/question or controversy continue during the arbitration proceedings and no
payment due or payable by the Delhi Transco Ltd. to the contractor or vice-versa shall not be
withheld on account of such proceedings unless any payments are the direct subject to such
arbitration.

**CLAUSE – 26 : INDEMNITY**

The contractor shall fully indemnify the Delhi Transco Ltd. against any action, claim or
proceeding relating to infringement or use of any patent or design or any alleged patent or design
rights and shall pay 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 Delhi
Transco Ltd. in respect of any such matters as aforesaid, the contractor shall be at liberty, at his
own expenses, to settle any dispute or to conduct any litigation may arise there from, provided
that the contractor shall not be liable to indemnify Delhi Transco Ltd. if the infringement of the
patent or design of any alleged patents or design rights in the direct result of any order passed by
the Engineer-in-Charge in this behalf.

**CLAUSE – 27 : PART PAYMENTS**

When the estimate on which a tender is made includes lump sum in respect of parts of the
works, the contractor shall be entitled to payment in respect of the items of works involved or the
part of the work in question at same rates as are payable under the contract for such items, or of
the parts of the work in question are not, in the opinion of the Engineer-in-Charge, payable for
measurement, the decision of the Engineer-in-Charge shall be final and conclusive against the
contractor with regard to any sum payable to him under the provision of the clause.

**CLAUSE – 28 : ACTION WHERE NO SPECIFICATIONS**

In case of any class of work for which there is no such specification as is mentioned in Rule-1,
such work shall be carried out in accordance with the directions to be furnished by the Engineer-
in-Charge. No extra claims on account or the absence of such specifications from the original
tender documents shall be entertained.

**CLAUSE – 29 : RECOVERY BY DTL**

1. Whenever any claim or claims for the payment of a sum of money arises out of or under
the contract or against the contractor Delhi Transco Ltd. shall be entitled to recover such sum by
appropriating the amount in whole or in parts from the security. In the event of the security being
insufficient., the balance or the total sum recoverable, as the case may be, shall be deducted from
any sum then due, or which at any time thereafter become due from the contractor under this or
any other contract with Delhi Transco Ltd., should this sum be not sufficient to recover the full
amount recoverable, the contractor shall pay to the Delhi Transco Ltd. on demand the balance
remaining dues.
2. Delhi Transco Ltd. 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 over paid in respect of any work claimed by him to have been done 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 Delhi Transco Ltd. to recover the same from him in the manner described in sub clause(1) of this clause or in any other manner legally permissible; and if it is found that the contractor in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Delhi Transco Ltd. to the contractor, without any interest there on whatsoever:

Provided that Delhi Transco Ltd. shall not be entitled to recover any sum over paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer-in-Charge on the one hand and the contractor on the other under any terms of contract permitting payment for work after assessment by the Engineer-in-Charge.

CLAUSE – 30: PROHIBITION AGAINST THE EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 20 miles of the controlled area. Subject as above the contractor shall employ imported labour only i.e. deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer or who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do shall render the contractor liable to pay to Delhi Transco Ltd. a sum calculated at the rate of Rs.10/- per day / labourer. The Certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the execution in section 74, Indian Contract Act, 1872.

CLAUSE – 31: SUPPLY OF WATER AND POWER

a) The contractor shall make his own arrangement for supply of water of suitable quality acceptable to the Engineer-in-Charge for construction as well as drinking purpose. Further in case the water for constructions made available from the owner, the cost for the same will be recoverable from the contractor’s bill at 1% on the gross amount of work done. For this purpose, progressive recovery will be made depending upon the amount of the bill. In such a case the contractor shall make his own arrangement for water connection and laying of pipeline from existing mains of source of supply. It should be clearly understood that the DTL does not guarantee to maintain uninterrupted water supply and will be incumbent on the contractor to make alternative arrangement for water at his own cost in the event of any temporary break down
in the water mains so that progress of his work is not held up for want of water. No claim of damages or refund of water charges will be entertained on account of such breakdown.

b) The contractor shall make his own arrangement of power directly through distribution company or by other means. All charges for connection & supply will be paid by contractor & no reimbursement will be done by DTL on this account.

**CLAUSE – 32 : MATERIAL SUPPLIED BY DTL**

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 Transco Ltd. stocks or purchase made under orders or permits or licenses issued by the Delhi Transco Ltd. the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Delhi Transco Ltd. and return if required by the Engineer-in-Charge, all surplus 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 as the Engineer-in-Charge shall determine having due regard to the conditions of the materials. The contractor shall also not be entitled to carriage and incidental charges for returning the surplus material from and to the stores/warehouse etc. where from they were issued. The price allowed to the contractor, however, shall not exceed the amount charged to him excluding the storage charges if any. The decision of the Engineer-in-charge shall be final in the event of breach of the aforesaid condition. The contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Delhi Transco Ltd. for all moneys, advantages or profit resulting or which in the usual course would have resulted to him by reason of such breach.

**CLAUSE – 33 : SPECIAL T & P**

The contractor shall furnish along with the tender a list of items of special T&P and the machinery, which he will be deploying on the particular job. He will also make necessary arrangement, for supplementing them or drawing any other items of machinery, if required to do so by the Engineer-in-Charge at the time of award of contract or later on as the work progresses. In case some item of equipment and machinery are available with the Engineer, those may be supplied to the contractor on hire at the discretion of the Engineer at a rate to be fixed by the Engineer-in-Charge. The non-provision of such equipment and machinery by the Engineer-in-Charge or withdrawal of such equipment and machinery originally provided by the Engineer-in-Charge shall not be taken by the contractor as a plea for delay in the work/works or for payment of any compensation whatsoever.

**CLAUSE – 34 : EMPLOYMENT OF TECHNICAL STAFF**

The contractor shall employ adequate full time technical staff and qualified Engineer during the execution of the work. He shall furnish a list of such staff together with their qualification and experience for approval of the Engineer prior to employing them at the site of works. For information of the contractor the requirement of technical staff on the basis of value of work, as normally expected are listed below : -

a) For works with Estimated cost put to tender more than
   i) Rs 10Lacs for civil works Graduate or retired AE at
   ii) Rs. 5 Lacs for Elect/Mech works least recognized diploma.
b) For woks with Estimated cost put to tender
   i) More than Rs 1Lacs but less than
      10 Lacs for civil works
      Recognized Diploma holder.
   ii) More than Rs 1Lacs but less than
      5 Lacs for Elect/Mech works
      Recognized Diploma holder.

c) Discipline to which the principal technical
   representative should belong
   Civil/ Electrical/Mech.

d) Min experience of works
   2 Years

e) Recovery to be effected from the contractor in the
   event of non fulfilling the provision of clause 34.
   Rs. 4000/- p.m. for Graduate
   Rs. 2000/- p.m. for Diploma Holder.

Assistant Engineers retired from Govt. Services that are holding Diploma will be treated at par with Graduate Engineer.

The decision of Engineer-in-Charge regarding actual employment of technical staff will, however, be binding on the contractor.

**CLAUSE – 35 : TAXES**

1) The rates quoted in respect of all items in the schedule are excluding GST applicable on transaction between the Employer and the Contractor. The contractor shall quote separately the taxes, duties and levies as per GST rules for the portion of supply of goods and services as applicable in their quoted bid price and Employer would not bear any additional liability on this account except as stated in bid.

2) Employer shall, however, deduct such taxes at source as per the rules and issue Tax Deducted at Source (TDS) Certificate to the bidder as per prevailing tax laws applicable to the contract.

3) The Input Tax Credit (ITC) available, if any, under GST as per the relevant Government laws wherever applicable has been taken into account by the Contractor.

4) Reimbursement of GST by the Employer shall be at the rate applicable on the HSN/SAC of the goods/ services supplied by the Contractor to the Employer as mutually agreed upon. The payment of GST on advance payment shall be against Invoice/Debit Note containing particulars specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice. GST payment against Advance payment shall be against a proforma invoice. Further, the Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.

5) The Contractor shall comply with all tax laws in force in India. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, interest, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such tax laws by the Contractor or its personnel, including the Subcontractors and their personnel.
6) The Contractor shall be solely responsible for its Income Tax liabilities and for taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Contractor or his personnel. If it is obligatory under the provisions of the Income Tax Act, deduction of Income Tax at source shall be made by the employer.

7) For payment in respect of dispatches made directly from Contractor's works, Tax invoices raised by the Contractor shall be accepted as documentary evidence and for payment of GST. The amount of GST as stated in Tax invoice will be paid only after the GST credit is transferred to the Employer. However, the employer from time to time may also verify the payment / deposit of various taxes by the contractor, which the latter has already claimed and charged in the previous invoices from the employer against the aforesaid transactions between employer and the contractor.

8) Taxes, duties and levies as per GST Rules for the goods & Services under ‘transactions’ between contractor & Employer for destination site/state shall not be included in the base price. These amounts will be payable (along with subsequent statutory variation if any) on the supplies made by the Contractor, subject to submission of the documentary evidence indicating the said taxes paid by the contractor and GST credit is transferred to the Employer. But the amount of said taxes shall be limited to the tax liability on the transaction between the employer and the Contractor only. However, Employer will not bear any upward variation in GST rate due to change/disputes in classification relating to HSN/SAC code as quoted by the bidder at a later stage. Employer shall, however, deduct such taxes at source as per the rules and issue Tax Deduction at Source (TDS) Certificate to the Contractor as per the said rules.

9) For the purpose of the Contract, it is agreed that the Contract Price specified in BOQ/PO of the Contract Agreement is based on the taxes inclusive of duties, levies and charges prevailing at the date seven (07) days prior to the last date of bid submission. If any rates of Tax are increased or decreased or, a new Tax is introduced, or/an existing Tax is abolished in the course of the performance of the Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to take into account any such change by addition to the Contract price or deduction there from, as the case may be (changes in law & regulations) hereof. However, these adjustments would be applicable to all transactions between the employer and the Contractor for which the taxes and duties are reimbursable by the Employer as per the Contract. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc by the Contractor.

10) In case the taxes, duties and levies as per GST Rules on transactions between employer and the contractor is covered under the Reverse Charge provisions full tax has to be stated/mentioned in the quoted prices/bid. However, where the Reverse Charge Mechanism provisions are applicable, DTL shall not pay the applicable tax amount to the contractor and will deposit directly to the Govt. treasury.
11) In respect of transactions between the Employer and the Contractor, the base price is inclusive of all cost as well as duties and tax (custom duties & levies, Taxes and duties as per GST Rules) paid or payable on components, raw materials and any other items used incorporated or to be incorporated in the Plants & Equipments and other final goods & services to be supplied by the contractor under the proposed contract. No separate claim shall be paid by the Employer for taxes and duties included in respect of these items stated herein.

CLAUSE – 35A:

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

CLAUSE – 35B: PERMITS FEE AND TAXES

The contractor shall also include in his tender price all taxes properly applicable to his operation. The contractor shall obtain and pay for all permits, licenses or other privileges necessary to complete the work, certificates of which shall be delivered to the Engineer-in-Charge and will become property of the Delhi Transco Ltd. except the import licenses for imported materials required and permits of controlled items will be obtained by Engineer in charge, the intimation of such registration should be furnished to the Engineer in charge well in advance. Further, contractor should liaison with respective authorities for early approvals.

CLAUSE – 36: TERMINATION OF THE CONTRACT UNDER CERTAIN CIRCUMSTANCES

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer in Charge shall have the option of terminating the contract without compensation to the contractor or his legal heirs.

CLAUSE – 37: CONDITIONS DISQUALIFYING CONTRACTOR

The contractor shall not be permitted to tender for works in case his near relative is posted as officer of the rank of class-B and above in any capacity in the Civil Circle, concerned Finance and Accounts Department. He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are near relative to any officer in the Delhi Transco Ltd.

Any breach of this Clause by the contractor would render him liable to be removed from the list of contractor of the Delhi Transco Ltd. and his work may be terminated without any compensation whatsoever.

NOTE: BY THE TERM “NEAR RELATIVE” IS MEANT, WIFE, HUSBAND, PARENTS, GRANDPARENTS, CHILDREN AND GRAND CHILDREN,
CLAUSE – 38 : RETIRED GOVT. EMPLOYEE

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering Deptt. of the Govt. of India is allowed to work as a contractor for a period of two years after his retirement from Govt. Service without the prior permission of Government of India. 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 Govt. of India as aforesaid, before submission of the tender or engagement in the contractor’s of service, as the case may be.

CLAUSE – 39 : PENALTY FOR WASTAGE OF CEMENT AND USE OF LESS CEMENT THAN REQUIRED THEORETICALLY

After the completion of the work, the theoretical quantity of cement to be used on works shall be calculated on the basis of CPWD’s statement showing quantities of cement to be used in different items of work provided in the Delhi Schedule of Rates applicable to the agreement or at places where Delhi Schedule of Rate will not be applicable in the case of agreements, it should be calculated on the basis of standard formula laid down by the Engineer-in-Charge. Over the theoretical quantity of cement shall be allowed variation upto 3% plus/minus for works the estimated cost of which as put to tender is not more than Rs.5 lakhs, upto 2% plus/minus for works the estimated cost of which is more than Rs.5 lakhs. In case of departmental issue of cement, the difference in the quantity of cement actually issued to the contractor and the theoretical quantity including authorized variations, if not returned by the contractor shall be recovered at twice the issue rate including storage charges, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as here in before allowing variations on the minus side as stipulated above, the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage to site.

The provisions of the foregoing sub-clause shall apply in the case of steel reinforcement except that theoretical quantity of steel shall be taken as the quantity required as per design or as authorized by the Engineer-in-Charge including authorized lap-pages, chairs etc. plus 3% wastage due to cutting into pieces. Over this theoretical quantity $\pm 2\%$ shall be allowed for variation due to wastage being more or less.

The provisions made above are without prejudice to the right of the Delhi Transco Ltd. to take action against the contractor under the conditions of the contract for not doing the work according to prescribed specifications.

CLAUSE – 40 : GUARANTEE AND PENALTIES :

a) The contractor shall guarantee that the material; and workmanship are the best of their respective kinds for the services intended and all items will be free from defects.

b) If after installation and trial operation, any equipment or materials shall fail in any respect to meet the above guarantee, the contractor, at his own cost, expenses and
without expenses to the owner shall replace such work in a condition which will meet above guarantee.

c) Guarantee, as required shall be furnished by the Contractor upon form approved by the Engineer-in-Charge and shall be signed by the contractor whose work is involved.

d) These specifications assume a proper degree of skill upon the part of all contractors and workmen employed. The contractor shall consult with the Engineer in charge, whenever, in his judgement, variation in the work of construction or in the qualifying material would be beneficial or necessary to fulfill the guarantees called for, such variation may be made by the contractor only when authorized by the Engineer in charge in writing.

e) The contractor shall provide guarantee to remove any defects at his own cost in his work due to faulty materials or workmanship or both, and the contractor shall remove defects within a reasonable period of time.

**CLAUSE – 40 A : PERIOD OF GUARANTEE**

The period of the general guarantee on all construction work will be six months and one year for work costing upto Rs. 5 lakhs and costing more than Rs. 5 lakhs respectively starting from the date of acceptance of the complete work of the contractor by the Engineer in charge. However, should any defect arise in any work within this time the required period of guarantee for that individual item only will further increased to six months for work costing upto Rs. 5 lakhs and to one year for work costing above Rs. 5 lakhs respectively starting from the formal acceptance date by the Engineer-in-Charge following the remedy of the defects by the contractor.

**CLAUSE – 41 : CONTRACTOR TO PRESERVE PEACE**

The contractor shall at all times during the progress of work take all requisite precautions and use his best behaviour to prevent any riotous or unlawful behaviour by or amongst their workmen and other employed in the works and for the preservation of peace and protection of the inhabitants and the security of the property in the neighborhood of works. He shall also pay the charges of social peace, if any, that may be deployed for maintenance of peace and allow and order at the discretion of the Engineer-in-Charge.

**CLAUSE – 42 : Return of Site by the Contractor**

a) The Engineer in charge may at his discretion and for the duration of execution of the contract make available at site free of charges, land for construction of Contractor’s field office, workshop etc. as per plan approved by the Engineer-in-Charge, and the construction shall be done by the contractor at his own cost. The land required for construction of field office, stores, etc. as per this clause, shall be indicated separately in the prescribed form. The payment of final bill shall not be made, until and unless the contractor has handed over vacant possession of land allotted to him, for above purpose.

b) The contractor shall remove all labour hutments constructed during the execution of work and clear the site including the adjoining areas such as Government land/road/footpath etc. immediately on completion of work. The final bill including payment of security deposit shall
not be processed/released until and unless the contractor hands over vacant possession of Government land after removal of all the labour hutments.

**CLAUSE – 43 : COOPERATION WITH OTHER CONTRACTORS**

a) The Delhi Transco Ltd. reserves the right to let other contractor to carry out his site activities on same site. The contractor shall offer other contractors reasonable opportunity for the transportation and storage of their materials and the execution of their work and shall properly connect and coordinate his work with their’s.

b) If any part of the contractor’s work depends upon the proper execution and results of the work of any other contractor, he shall inspect and promptly report in writing to the Engineer the defects in such work that may render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other contractor work fit and proper for the reception of this work, except as to defects which may develop in the other contractor work after the proper execution of his work.

c) To ensure the proper execution of this subsequent work the contractor shall get the work measured already carried out and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

**CLAUSE 44 :** In case at any stage during the execution of work after completion of work, it is found that the contractor has secured the contract in his favor by producing false/forged documents, the deptt. may be at the liberty to cancel the work & forfeit any amount due to the contractor besides initiating criminal proceedings against him.

**Signature of Contractor**

**With seal**

**DGM(T)Contract**

**Delhi Transco Ltd.**
SPECIAL CONDITIONS

1.0 GENERAL

These specifications are applicable to all the items of the work covered in the scope of this contract. The brief specifications for the various items of work are described below.

Except of the specification laid down here-under, the work shall conform to the C.P.W.D Specifications 1996 vol. I, II, III, IV, V & VI and revised CPWD specifications 2002 for cement mortar, cement concrete & RCC works for works at Delhi with correction slips upto-date for relevant I.S. specification (Latest) whichever are more stringent and/or as per the directions of Engineer-in-charge where details are not given in these specifications.

1.1 SHUTTERING

The Shuttering shall have smooth and even surface and its joints shall not permit any leakage of slurry. For RCC work in slabs and landings, only steel shuttering shall be used. No extra cost on this account shall be paid. The timber shuttering may be used, with the prior approval of E.I.C for the places, where use of steel shuttering is not possible.

2.0 PLANNING OF WORK & METHOD OF EXECUTION

2.1 PROGRAMME CHART:- The contractor shall prepare an integrated programme chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated time schedule and submit the same for approval to the Engineer-in-Charge within one week of the award of the contract. The contractor shall provide programme chart in MS project (latest version).

2.2 The submission for approval by the Engineer-in-Charge of such programme or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of the Engineer-in-Charge to take action against contractor as per terms and conditions of the agreement.

2.3 If the work is carried out in more than one shift or during night, no claim on this account shall be entertained.

2.4 The work in general shall be carried out in accordance with the CPWD specifications 1996 Vol. I to VI with upto date correction slips no. 1 to 17 and revised CPWD specifications 2002 for cement mortar, cement concrete and RCC works.
2.5 In case of any discrepancy following shall be the order of preference.

(a) Nomenclature of item as per Schedule of Quantities.
(b) Particular specifications and special conditions.
(c) Contract Clauses of Standard DTL Contract booklet.
(d) CPWD Specifications.
(e) Architectural/structural drawings.
(f) Indian Standard Specifications of BIS.
(g) Sound Engineering practice as per directions of the Engineer-in-Charge.

A reference made to any Indian Standard Specifications in these documents, shall imply reference to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

2.6 The tenderer shall study carefully, the drawings, specifications, schedule of quantities and conditions of the tender documents to fully appreciate the scope of work before quoting his rates.

2.7 The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available there from is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge before execution of the work.

2.8 The work shall be carried out in the manner complying in all respects with the requirements of relevant by-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.

2.9 The contractor shall take all precautions to avoid accidents by exhibiting caution boards day and night, speed limit boards, red flags, red lights and providing necessary barriers and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.

2.10 The contractor shall give due notices to Municipality, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions/enclosures and pay all charges, which may be Levi able on account of execution of the work under the agreement. Nothing extra shall be payable on this account.
2.11 The contractor shall give a trial run of the equipments and machinery for establishing its capability to achieve the specifications within laid down tolerances to the satisfaction of the Engineer-in-Charge before commencement of work.

2.12 All tools, plant and machinery provided by the contractor shall, when brought on to the site, be deemed to be exclusively intended for the construction and completion of this work and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) without the consent of the Engineer-in-Charge.

2.13 All materials obtained from Govt. stores or otherwise shall be got checked by the Engineer-in-Charge on receipt of the same at site before use.

2.14 Allowing establishing the laboratory at site shall not absolve the contractor from fulfilling the criteria of getting the test done in independent lab. The decision of the Engineer-in-Charge of allowing any test in the site laboratory or any other laboratory shall be final.

2.15 Samples of all materials required for execution of the work shall be kept in the safe custody of the Engineer-in-Charge and shall be got approved from him.

2.16 The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-charge.

2.17 As per the directions of Govt., it is hereby made mandatory to use recycled C&D waste products as a first choice in all the construction/civil works in the city if Delhi by Private and Govt. agencies. It is further directed that all Delhi Govt. agencies are required to use a minimum of 2% processed/recycled products from C&D waste for building works and 10% processed/recycled products from C&D waste for road works. Such processed/recycled C&D waste shall be procured only from the manufacturers who have been authorized for the purpose either by the Delhi Pollution Control Committee or Urban Local Bodies or other Delhi govt. agencies.

<table>
<thead>
<tr>
<th>List of Recycled C&amp;D Products</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Kerb Stone (side of roads)</td>
</tr>
<tr>
<td>2. Paving blocks, interlocking tiles and drain covers (pedestrian areas and gardens).</td>
</tr>
<tr>
<td>3. Cold molded bricks (for non load bearing structures such as wall between RCC columns, small to medium height fencing walls, partition walls without additional load, etc.).</td>
</tr>
<tr>
<td>4. Manufactured sand (4.75 mm to 75 u size) - for non structural purposes.</td>
</tr>
<tr>
<td>5. GSB (Granular Sub Base) and BSB (Brick Sub Base) up to 65mm size for road work especially for urban roads. For rural roads up to 30% can be from recycled GSB.</td>
</tr>
</tbody>
</table>
6. Recycled concrete aggregate can be used in all grades of plain Cement Concrete (PCC) for non structural use.
7. Recycled aggregates (coarse as well as fine) can be used 100% for lean concrete (less than M15 grade).
8. Use of soil recovered from mixed C&D for filling purpose (road and embankment making).

3.0 TESTING OF MATERIALS FOR QUALITY

3.1 TESTING OF MATERIALS

Even ISI marked materials shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/material. Whenever ISI marked materials are brought to the site of work; the contractor shall, if required by the Engineer-in-Charge, furnish manufacturers’ test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfy the provisions of IS codes relevant to the material and/or the work done.

3.2 WATER

The water used shall conform to the requirements as laid down in IS 456-2000.

4.0 MATERIALS

Cement and steel required for execution of this work shall be arranged by the contractor.

4.1 CONDITIONS FOR CEMENT

The day to day actual issue/receipt and consumption of cement on work shall be regulated and proper accounts maintained as per directions of Engineer – in - Charge. The theoretical consumption of cement shall be worked out as per the procedure prescribed in clause 39 of the contract and shall be governed by conditions laid therein. If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorized variation, nothing extra shall be payable to the contractor on this account.

In the event of it being discovered that after completion of work, the quantity of cement used is less than the quantity ascertained as per theoretical calculations the recovery of less cement used shall be made in the manner given below:
1) Recovery for less quantity of cement used than theoretical requirement but within minus variation limit as specified in clause 39 of agreement shall be made @ Rs. 5,000/- M.T.

2) Recovery for less quantity of cement used than theoretical requirement more than minus variations allowed as per clause-39 of agreement shall be made @ Rs. 8,000/- M.T notwithstanding further action for substandard work as per other relevant clauses of agreement.

Decision of Engineer – in -Charge in regard to theoretical quantity of cement, which should have been actually used as per the schedule and recovered at the rate specified, shall be final and binding on the contractor.

For non-schedule items, the decision of the GM(T)Civil, Delhi Transco Limited regarding theoretical quantity of cement which should have been actually used, shall be final and binding on the contractor.

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

(i) The contractor shall procure 43 grade (conforming to IS : 8112) ordinary Portland cement as required in the work from reputed manufacturers of cement, having a production-capacity of one million tonnes per annum or more, such as A.C.C., L&T, J.P., Vikram, Shri Cement, Birla Jute, Cement Corporation of India, Gujrat Ambuja Cement and Rajasthan Ambuja Cement etc. as approved by Ministry of Industry, Govt. of India, and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Supply of cement shall be taken in 50 Kg bags bearing manufacture’s name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of the relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS code the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week’s time of written order from the Engineer-in-Charge to do so failing which the needful will be done by the Engineer-in-Charge at the risk and cost of the contractor.

(ii) The cement godown to store cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
(iii) Cement which is not used within 90 days from its date of manufacture, shall be got tested from the approved laboratory by the Engineer-in-Charge and after satisfactory test result the same shall be put to use.

(iv) The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor.

iii) The day-to-day receipt and issue accounts of different grade/brand of cement shall be maintained separately in the standard proforma by the Junior Engineer-in-charge of work and which shall be duly signed by the contractor or his authorized representative.

4.2 CONDITIONS FOR STEEL

(i) The contractor shall procure Fe 415 steel reinforcement bars conforming to relevant BIS codes (IS:1786) from main producers as approved by Ministry of Steel and secondary producers or re-rollers having valid BIS license. For TMT bars conforming to relevant BIS code/CPWD specifications, procurement shall be made from main producers and secondary producers having valid BIS license. The contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. The samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor, at his own cost within a week’s time from written orders from the Engineer-in-Charge to do so.

(ii) The steel reinforcement shall be brought to the site in bulk as decided by the Engineer-in-Charge.

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

(iv) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:
SIZE OF BAR | FOR CONSIGNMENT BELOW 100 TONNES | FOR CONSIGNMENT OVER 100 TONNES
---|---|---
Under 10mm dia. | One sample for each 25 tones or part thereof. | One sample for each 40 tonnes or part thereof.
10mm to 16mm dia. | One sample for each 35 tones or part thereof. | One sample for each 45 tonnes or part thereof.
Over 16mm dia. | One sample for each 45 tones or part thereof. | One sample for each 50 tonnes or part thereof.

(v) The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor.

(vi) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as per directions of Engineer-in-Charge. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 39 of the contract and shall be governed by conditions laid therein.

(vii) Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.

(viii) Nothing extra shall be paid for steel bars having weight/m more than the standard coefficient including of tolerance and steel with less weight/m than standard coefficient including tolerances shall not however be used.

5.0 RCC WORK

RCC work shall be done with Design Mix Concrete/Ready mixed concrete as specified. However quantity of various type of concrete mixes taken in the schedule of quantity can be changed as per site requirement with the sole discretion and decision of the Engineer-in-Charge. In the nomenclature of items wherever letter M has been indicated, the same shall employ for the design mix concrete. For the nominal mix in RCC, CPWD specifications shall be followed. The design mix concrete will be designed based on the principles given in IS : 456, IS: 10262 and SP 23. The contractor shall design mixes for each class of concrete indicating that the concrete ingredients and proportions will result in concrete mix meeting requirements specified. In case of use of admixture, the mix shall be designed with these ingredients as well.
6.0 DESIGN MIX CONCRETE -

6.1 The compressive strength of various grades of concrete shall be given as below:

<table>
<thead>
<tr>
<th>Grade Designation</th>
<th>Compressive strength on 15 cm cubes min. at 7 days (N/mm²)</th>
<th>Specified characteristic compressive strength at 28 days (N/mm²)</th>
</tr>
</thead>
<tbody>
<tr>
<td>M 20</td>
<td>As per design</td>
<td>20</td>
</tr>
<tr>
<td>M 25</td>
<td>As per design</td>
<td>25</td>
</tr>
<tr>
<td>M 30</td>
<td>As per design</td>
<td>30</td>
</tr>
</tbody>
</table>

Note: (i) In the designation of a concrete mix letter M refer to the mix and the number to the specified characteristics compressive strength of 15 cm cube at 28 days expressed in N/mm².

6.2 All design mix concrete of specified grade shall be done using computerized automatic concrete batching plant with automatic admixture dispenser which shall be installed by the contractor at site, calibrated & tested. The batching plant shall conform to IS: 4925. It shall have the facilities of data print-outs, presetting the quantity to be weighed with automatic cut-off when the same is achieved.

6.3 The concrete mix design/laboratory tests, with admixture (if to be used by contractor at his own cost) and without admixture, will be carried out by the contractor as per direction of Engineer-in-Charge, and various ingredients for mix design/laboratory tests shall be sent to the lab/test houses through the Engineer-in-Charge and the samples of such aggregates sent shall be preserved at site by the department.

6.4 In case of change of source or characteristics properties of the ingredients used in the concrete mix during the work, a revised laboratory mix design report conducted at laboratory established at site shall be submitted by the contractor as per the direction of the Engineer-in-Charge.

6.5 In case of non-availability of ready mix concrete (RMC), batched concrete may be used with prior approval from Engineer-in-Charge and same shall be as per relevant IS codes. Nothing extra shall be paid on this account.

7.0 READY MIXED CONCRETE

7.1 The contractor has to procure the concrete of specified grade (with design mix) from ready mixed concrete plants approved by the Engineer-in-Charge. The requirements for the production and supply of Ready Mixed concrete shall conform to IS 4926: 2003. The contractor shall be fully responsible for quality of concrete including input control, production, transportation and placement.
compaction, curing and protection. The Engineer-in-Charge reserves his right to deploy his supervisor at plant site to inspect at any such stage and reject the material/concrete if he is not satisfied about quality of material/product.

7.2 DESIGN MIX FOR RMC

The ready mixed concrete will be designed based on the principles given in IS : 456, IS: 10262 and SP 23. The contractor shall design mixes for each class of concrete indicating that the concrete ingredients and proportions will result in concrete mix meeting requirements specified. In case of use of admixture, the mix shall be designed with these ingredients as well.

8.0 Raising of ground by earth

8.1 At the site of work, contractor shall have to make its own arrangement for Electric connection and water arrangements.

8.2 In case of consolidation of earth under OMC power road roller/sheep foot roller of 8-10 MT shall be used and work shall be carried out as per relevant CPWD specifications.

8.3 Earth work shall be carried out as per CPWD specifications.

9.0 PREVENTION OF NUISANCE AND POLLUTION

9.1 The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution by fly ash during transportation and filling of area. He shall make good at his cost and to the satisfaction of the Engineer-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. All waste or superfluous materials shall be carried away by the contractor without any reservation entirely to the satisfaction of the Engineer-in-Charge.

9.2 The contractor shall at his own cost, execute all necessary formalities of insuring against all claims that may arise out of any damage to adjoining property or structure due to work done by him.

9.3 The contractor shall at his cost and responsibility give to the municipality, police or other authority all notices etc that may be required by laws and shall obtain all requisite license/permission for temporary obstructions and enclosures and shall pay all fees, taxes and other charges etc which may become liable on account of his operations in executing the contract.
9.4 Any damage to work from rains or from any other cause shall be made good by the contractor at his own cost until the work is taken over by the department.

10.0 TAXES AND DUTIES

10.1 Contractor shall be responsible for due payment of all taxes, levies, charges and expenses with respect to or arising out of the performance of this Agreement. The Contractor shall submit to DTL true copies of receipts/Challans of all such taxes paid within 10 days of making such payments for records of DTL.

11.0 SAFETY CODE:

The Contractor shall ensure adequate safe conditions and ensure safety precautions while carrying out the painting work as required under applicable laws and shall be solely and entirely responsible for the complete safety of its manpower as well as other persons at the work place. The Contract shall provide good quality of safety belts, safety helmets, safety shoes etc. for the workers deployed. The Contractor shall take requisite precautions and use his best endeavors to prevent any riotous of unlawful behavior by, or amongst his manpower and/or others employed in the work place by him and for the preservation of peace and protection of the inhabitants and security of the property in the neighborhood of the work place. In the event of DTL requiring the maintenance of a special force, statutory or otherwise, at or in the vicinity of the site during the tenure of the Agreement in consequence of the riotous or unlawful behavior by, or amongst the Contractor’s manpower, all expenses thereof and costs of all damages due to such riotous or unlawful behavior shall be borne by the Contractor and if paid by DTL, shall be recoverable from the Contractor from any money due or that may become due to the Contractor by DTL.

12.0 INSPECTION / MEASUREMENT

12.1 Inspection will be performed by an inspector authorized by DTL.
12.2 The Contractor at his sole expenses shall correct defective work.

13.0 Corrigendum to NIT issued is regularly uploaded on DTL website and e-procurement website (https://govtprocurement.delhi.gov.in), the same be viewed before submission of offer on line by bidder.

Signature of the Contractor                      DGM(T)Contracts
With seal                                    Delhi Transco Ltd.