



**Delhi Integrated Multi-Modal Transit System  
Ltd.**

**1<sup>st</sup> floor, Maharana Pratap ISBT Building,  
Kashmere Gate, Delhi – 110006**

**NAME OF WORK:- LAND SCAPING OF THE  
INTERSECTION ON BRT CORRIDOR, OPPOSITE  
HOTEL INTERCONTINENTAL MATHURA ROAD ,  
DELHI**

**GENERAL CONDITIONS  
OF  
CONTRACT**

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## CONDITIONS OF CONTRACT

**Security deposit** **Clause 1.** – The person/persons whose tender may be accepted (hereinafter called the contractor), shall permit Delhi Integrated Multi-Modal Transit System Ltd. at the time of making any payment to him for works done under the contract to deduct such sum as will (with the earnest money deposited by him) amounting to five per cent of all moneys so payable. Such deductions to be held by Delhi Integrated Multi-Modal Transit System Ltd. by way of security deposit. All compensation or other sums of money payable by the contractor to Department under the terms of his contract may be deducted from his security deposit or from any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction, the contractor shall within ten days thereafter make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof.

**Compensation for delay** **Clause 2** – The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to half per cent or such smaller amount as the Engineer-in-Charge (in charge) may decide, on the amount of the estimated cost of the whole work as shown in the tender for every week that the work remains un-commenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-eighth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, three-eighth of work, before one half of such time has elapsed, and three-fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to half per cent or such smaller amount as the Engineer-in-Charge may decide on the said estimated cost of the whole work for every week that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten per cent of the estimated cost of work as shown in the tender. Managing Director Cum CEO, Delhi Integrated Multi-Modal Transit System Ltd. or his authorized nominee may, on a representation from the Contractor reduce the amount of compensation and his decision in writing shall be final.

With-holding of this amount on failure to achieve a milestone (one-fourth, one-half and three-fourth of time stated in above para), shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amounts shall be released. In case the contractor fails to make up the delay in

subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

*When Contract  
can be  
Determined*

**Clause.-3** Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, interior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- vi) If the contractor commits any acts mentioned in Clause-21 hereof:
- vii) If the work is not started by the contractor within 1/8<sup>th</sup> of the stipulated time.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Managing Director Cum CEO, DIMTS LTD. shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of any 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 entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**Clause-3A** - In case, the work cannot be started due to reasons not within the control of the contractor within 1/8<sup>th</sup> of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

*Contractor remains liable to pay compensation if action not taken under Clause 3. Powers to take possession of or require removal of or sell contractor's*

**Clause.4** – 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 shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the events of the Engineer-in-Charge putting in force either of the powers

*plant*

vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials, and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work any part thereof, paying or allowing for the same in account at the contract rates, or in 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 may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice; and in the event of contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in respects and the certificate of the Engineer-in-Charge as to the expense or any such a removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

*Extension of time*

**Clause 5.** – If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer-in-Charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid but before the expiry of time limit and the Managing Director Delhi Integrated Multi-Modal Transit System Ltd. or his authorised nominee shall, if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time, if any as may, in his opinion be necessary or proper.

*Contractor to submit a return every month on any works claimed as extra.*

**Clause 5-a.-** The contractor shall deliver in the office of the Engineer-in-Charge on or before the 10<sup>th</sup> day of every month during the continuance of the work covered by this contract a return showing details of any work claimed for as extra, and such return shall also contain the value of such work as claimed by the contractor, which value shall be based upon the rates and prices mentioned in the contract or in the CPWD Delhi Schedule of Rates-2007. The contractor shall include in such monthly return particulars of claims of whatever kind and however arising, which at the date thereof he has or may claim to have against the Engineer-in-Charge under or in respect of or in any manner arising out of the execution of work and the contractor shall be deemed to have waived all claims, not included in such return and will have no right to enforce any such claims not so included, whatsoever be the circumstances.

*Final certificate*

**Clause 6.-** Without prejudice to the rights of Delhi Integrated Multi-Modal Transit System Ltd. under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises at which the work shall be executed all

scaffolding, surplus materials and rubbish, and cleaned off the dirt from all woodwork, doors, walls, floors, or other parts of any buildings in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, and the measurements, in the said certificate shall be bindings and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually realized by the sale there of.

*Payment on intermediate certificates to be regarded as advances.*

**Clause 7.-** No payments shall be made for work estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting bill thereof be entitled to receive monthly payments proportionate to the part thereof than approved and passed by the Engineer-in-Charge whose certificate of such approval and passing of the sum so payable be final and conclusive against the contractor, subject to the condition that no such payment shall be released to the agency if the value of the gross work done is less than the proportionate value of work required to be executed by the agency in terms of clause 2 of the agreement.. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and as not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract or any part thereof in or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-Charge under these conditions, or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work; otherwise the Engineer-in-Charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

*Bill to be submitted monthly.*

**Clause 8. –** A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month provided the amount of work executed exceeds the limits prescribed and the Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the

claim, as far as admissible, adjusted if possible, before the expiry of ten working days from the presentation of the bill. If the contractor does not submit the bills within the time fixed as aforesaid, the Engineer-in-Charge may depute a subordinate to measure up said work in the presence of the contractor, whose counter-signature to the measurement list will be sufficient warrant and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

**‘In case of delays in the release of running payments beyond 10 working days, the Engineer-in-Charge shall immediately release 75% of the amount of the bill presented by the contractor subject to his satisfaction (to be adjusted in the running payment).’**

*Bills to be submitted on printed form*

**Clause 9.** – The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-Charge, and the charge in the bills shall always be entered at the rates specified in the tender subject to the tendered abatement/premium or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

**Clause 10.** – If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so in any way to control the meaning or effect of this control specified in the schedule or memorandum thereto annexed, the contractor shall be supplied with such materials and stores required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, against or from the security deposit. All materials supplied to the contractor shall remain the property of the contractor but shall not on any account be removed from the site of the work without the written permission of the Engineer-in-Charge, and shall at all time be open to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract, shall be returned to the Engineer-in-Charge store if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

*Works to be executed in accordance with specifications,*

**Clause 11.** – The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the

*drawings,  
orders, etc.*

specifications. The contractor shall also confirm exactly, full and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in the office, and to which the contractor shall be entitled to have access to at such office, or on the site of the work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid

*Removal  
employees,  
workmen  
foremen.*

*of  
and*

**Clause 11-A** – The Engineer-in-Charge shall have full powers at all times to object to the employment of any workman, foreman or other employee on the works by the contractor, if the contractor shall receive notice in writing from the Engineer-in-Charge requesting the removal of any such man or men from the work, the contractor shall comply with the request forthwith.

No such workman, foreman or other employee after his removal from the works by request of the Engineer-in-Charge shall be re-employed or re-instated on the works by the contractor at any time except with the previous approval in writing of the Engineer-in-Charge.

The contractor shall not be entitled to demand the reason from the Engineer-in-Charge for requiring the removal of any such workman, foreman, or other employee.

*Deviations/  
Variations  
Extent  
Pricing.*

*and*

**Clause 12.-** The Engineer-in-Charge shall have power(i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

**12.1** The time for the completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value 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.

*Deviation, Extra  
Items and  
Pricing*

**12.2-** 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.

*Deviation,  
Substituted  
Items, Pricing*

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.

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

*Deviation,  
Deviated  
Quantities,  
Pricing*

In the case of contract items, substituted items contract cum substituted items, which exceed the limits of 30% in case of building work and 100% in case of foundation work, the contractor may within fifteen days of receipt or 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 of 30% in case of building work and 100% in case of foundation work, 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 upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer of DIMS or equivalent rank may authorize consideration of such claims on merits.

**12.5** For the purpose of operation of the deviation limits as mentioned in the above said clauses, the following works shall be treated as works relating to foundation:

- i) For buildings, compound walls plinth level or 1.2 meters ( 4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
- ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
- iii) For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
- iv) For Roads all items of excavation and filling including treatment of sub-base.

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

*No compensation for alteration in or restriction of work to be carried*

**Clause 13.** – If at any time after the commencement of the work DIMTS LTD. shall for any reason whatsoever not required the whole thereof as specified in the tender to be carried out the Engineer-in-Charge shall give notice in writing of fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from 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 having been made in the original specifications, drawings, designs and instruction which shall involve any curtailment of the work originally contemplated.

*Action and compensation payable in case of bad work.*

**Clause 14.** – If it shall appear to the Engineer-in-Charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior descriptions, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in

accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be remove the materials or articles so specified and provide other proper and suitable material or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one per cent on the amount of the estimates for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may rectify or remove and re-execute the work or replace with others, materials or articles complained or, as the case may be, at the risk and expense in all respects of the contractor.

*Works to be open to inspection.*

**Clause 15.** – All works 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-in-Charge and his subordinates and the contractor shall at all times, during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge 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 the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

*Contractor or responsible Agent to be present*

*Notice to be given before work is covered up.*

**Clause 16.** – The contractor shall give not less than five 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 measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and work without the consent in writing of the Engineer-in-Charge or his subordinate-in-charge of the work shall not cover or place beyond the reach of measurements and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

*Contractor liable for damage done and for imperfections for 12 months after certificate (Defect liability period).*

**Clause 17.** – If the contractor or his work people, or servants shall break, deface, injure, or destroy any part of a building in which they may be working on any building, road, fence enclosures or grass land, cultivated ground contiguous to the premises on 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 any imperfections become apparent in it within twelve months after a certificate final or other of its completion shall have been

given by the Engineer-in charge as aforesaid , the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen, and deduct the expense (of which the certificate or the Engineer-in-Charge shall be final) from any sums that may be then, or at any time, thereafter may become due to the contractor, or from his security deposit.

*Contractor to supply plant, ladder, scaffolding, etc And be liable for damages arising from non-provision of lights, fencing, etc.*

**Clause 18.** The contractor shall supply at his own cost all material except such special materials, if any, may in accordance with the contract be supplied from the Engineer-in-Charge's stores, plants, tools appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works and counting, weighing and assisting the measurement or 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 expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

**Clause 19.**

**Clause 19** The contractor shall pay his labourers wages not less than as prescribed under Minimum wages Act and shall abide by all rules as laid down as per CPWD contractor's labour regulations.

*Work on Sunday's*

**Clause 20.** –No work shall be done on Sundays without the sanction in writing of the Engineer-in-Charge or his authorized representative.

*Contractor liable for payment of compensation to injured workman or in case of death, to his relation.*

**Clause 20-A.** – In every case in which by virtue of the provision of section 12, sub-section (1) of the Workmen's Compensation Act, 1923, Delhi Integrated Multi-Modal Transit System Ltd. is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Delhi Integrated Multi-Modal Transit System Ltd. will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of

Delhi Integrated Multi-Modal Transit System Ltd. under section 12, sub-section (2) of the said Act, Delhi Integrated Multi-Modal Transit System Ltd. shall be at liberty to recover such amount or any part there by deducting it from the security deposit or from any sum due by Department to the contractor whether under this contract or otherwise.

Department shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Delhi Integrated Multi-Modal Transit System Ltd. might become liable in consequence of contesting claim.

*Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting, bribing, or if contractor becomes insolvent.*

**Clause 21.** – The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge or unless as provided in this document. And if the contractor shall assign or sublet his contract, attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditor or attempts so do 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 Department 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 may thereupon by notice in writing rescind the contract and the security deposit of the contract shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensure as if the contract has been rescinded under Clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

*Sum payable by way of compensation to be considered as responsible compensation without reference to actual loss.*

**Clause 22.** – All sums payable by way of the compensation under any of these conditions shall be considered as responsible compensation to be applied to the use of Delhi Integrated Multi-Modal Transit System Ltd. without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

*Deductions of amounts due to Delhi Integrated Multi-Modal Transit System Ltd. on any account whatsoever to be*

**Clause 22-A.** – Any excess payment made to the contractor inadvertently or otherwise under this contract or any account whatsoever and any other sum found to be due to, Department by the contractor in respect of his contract or any other contract or work order of any account whatsoever may be deducted from any sum whatsoever payable by Government to the contractor either in respect of this contract or any work order or contract or any other account by any other department of the Delhi Government.

*permissible from  
sums payable to  
a contractor*

*Changes in  
constitution of  
firm*

*Works to be  
under direction  
of Delhi  
Integrated  
Multi-Modal  
Transit System  
Ltd.*

*Claims for  
payment of an  
extra-ordinary  
nature to be  
referred to for  
decision*

*Arbitration  
clause*

**Clause 23.** – In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information.

**Clause 24.** – All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Managing Director, Delhi Integrated Multi-Modal Transit System Ltd. for the time being 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.** – No claims for payment of an extraordinary nature, such as claims for a bonus for extra labour, employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-Charge or claims for compensation where work has been temporarily brought to a standstill through no fault of the contractor shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Delhi Integrated Multi-Modal Transit System Ltd. under the signature of its Managing Director.

**Clause 25-A.**

- i) If any dispute or difference of any kind whatsoever shall arise between the Delhi Integrated Multi-Modal Transit System Ltd./its authorized representative and the contractor in connection with or arising out of this contract or the execution of work there under.
- ii) Whether before its commencement or during the progress of works or after the termination abandonment of breach of the contract. It shall, in the first instance, be referred for settlement to the Engineer-in-Charge of the work and he shall, within a period of sixty days after being requested in writing by the contractor to do so convey his decision to the contractor. Such decision in respect of every matter so referred shall subject to arbitration as hereinafter provided be final and binding upon the contractor. In case the work is already in progress, the contractor shall proceed with the execution of the work on receipt of the decision of the Engineer-in-Charge as aforesaid with all due diligence, whether any of the parties require arbitration as hereinafter provided or not.
- iii) If the Engineer-in-Charge has conveyed his decision to the contractor and no claim for arbitration has been filed by the contractor within a period of sixty days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all.

- iv) If the Engineer-in-Charge fails to convey his decision within a period of sixty days after being requested as aforesaid the contractor may within further sixty days of the expiry of the first sixty days from the date on which the said request was made by the contractor refer the dispute for arbitration as hereinafter provided.
- v) All disputes or difference in respect of which the decision is not final and conclusive shall, at the request of either party made in a communication sent through Registered A.D. post, be referred to the sole arbitrator as appointed by Managing Director, Delhi Integrated Multi-Modal Transit System Ltd. acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Managing Director, Delhi Integrated Multi-Modal Transit System Ltd.. In which event, the Managing Director, Delhi Integrated Multi-Modal Transit System Ltd. shall appoint any other technical officer not below the rank of Superintending Engineer or its equivalent rank in DIMTS LTD.to act as an arbitrator on receipt of a request from either party.
- vi) Managing Director, Delhi Integrated Multi-Modal Transit System Ltd. shall have the authority to change the arbitrator on an application by either the contractor or the Engineer-in-Charge requesting change of arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of such proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator is filed before the Managing Director, Delhi Integrated Multi-Modal Transit System Ltd. and a notice thereof is given by the applicant to the Arbitrator. The Managing Director, Delhi Integrated Multi-Modal Transit System Ltd. after hearing both the parties may pass a speaking order rejecting the application or accepting to change the Arbitrator simultaneously appointing a technical officer not below the rank of a Superintending Engineer as Arbitrator under the contract. The new Arbitrator so appointed may enter upon the reference afresh or he may continue the hearings from the point these were suspended before the previous Arbitrator.
- vii) The reference to the Arbitrator shall be made by the claimant party within one hundred twenty days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitrator shall be made within six calendar months from the date of payment of the final bill to the contractor or from the date a registered notice is sent to the contractor to the effect that his final bill is ready by the Engineer-in-Charge (whose decision in this respect shall be final and binding) whichever is earlier.
- viii) It shall be an essential term of contract that in order to avoid frivolous claims, the party invoking arbitrator shall specify the disputes based

on facts and calculations stating the amount claimed under each claim and shall furnish a deposit-at-call for ten percent of the amount claimed on a scheduled bank in the name of the Arbitrator by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit be refunded to him in proportion of the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.

- ix) The provisions of the Arbitration and Conciliation Act, 1996 or any other statutory enactment there under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause. The Arbitrator shall award separately giving his award against each claim and dispute and counter-claim raised by either party giving reasons for his award. Any lump sum award shall not be legally enforceable.
- x) The independent claims of the party other than the one seeking arbitrator as also the counter claims of any party shall be entertained by the Arbitrator.
- xi) The venue of arbitration shall be such place or places as may be fixed by the Arbitrator on his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- xii) The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default, the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.
- xiii) Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six months of the following:-
  - a) Of the date of completion of the work as certified by the Engineer-in-Charge. Or
  - b) Of the date of abandonment of the work or breach of contract under any of its clauses. Or
  - c) Of its non-commencement or no resumption of work within 10 days of written notice for commencement or resumption as applicable. Or
  - d) Of the cancellation, termination or withdrawal of the work from the contractor in whole or in part and/or revision or foreclosure of the contract. Or

- e) Of receiving an intimation from the Engineer-in-Charge or that the final payment due or recovery from the contractor had been determined, for the purpose of payment/adjustment whichever is the latest.

If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by time for arbitration and even for civil litigation.

- xiv) No question relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under this contract. The pending of arbitration proceedings shall not disentitle the Engineer-in-Charge to terminate the contract and to make alternate arrangement for completion of the works.
- xv) The arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first date of hearing. The Arbitrator may, from time to time, with the consent of the parties, enlarge the initial time for making and publishing the award.
- xvi) The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

***Lump sum in estimate.***

**Clause 26.** – When the estimates on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved, or the part of the work in question at the same rates as are payable under this contract for such items or if the work in question is not in the opinion of the Engineer-in-Charge capable of measurement the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum of or sums payable to him under the provisions of this clause.

***Action where no specification.***

**Clause 27.** – In the case of any class of work for which there is no such specification as is mentioned in Clause-11, such work shall be carried out in accordance with the specifications laid down by the Bureau of Indian Standards and in the event of there being no such specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

***Definition of work***

**Clause 28.** – The expression “works” or “work” where used in these conditions shall unless there be something either in the subject or context repugnant to such constructions be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or

permanent, and whether original, altered, substituted or additional. Material lying unused at site will not be included in value of work executed.

**Clause 29.** – The percentage referred to in the tender document will be calculated on the gross amount (value of finished work including cost of materials whether purchased from Department or direct) of (1) the items of work to which the rates in the tender apply and also (2) the items of work for which rates exist in the CPWD Delhi Schedule of Rates-2007.

**Clause 30** – Fair Wages Clause (copy enclosed) will be binding on the contractor and he will strictly follow the terms and conditions laid down therein during the execution of the work. The contractor shall comply with the provisions of the Payment of Wages Act, 1956, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen’s compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contract Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the Rules made thereunder from time to time.

**Clause 31.** – All Labour regulations referred to in Fair Wage clause (copy enclosed) and enforcement of Labour laws will also be binding on the contractor who is required to carry out this work. He will be required to strictly follow the terms and conditions laid down therein.

**Clause 32.** – It is presumed that the terms and conditions of the agreement have been clearly understood by the contractor.

**Clause 33.** – CPWD Model Rules for the protection of Health and Sanitary Arrangements for workers Employed by the contractors and CPWD safety code shall be binding on the contractor. He will be required to strictly follow the terms and conditions laid down there in.

**Clause 34.** – All disputes arising out of this tender are subject to Delhi Courts jurisdiction only.

- Note: The term ‘or his authorised nominee’ wherever appears under contract clauses and or this document, shall mean the Head (Engineering), Delhi Integrated Multi - Modal Transit System Ltd.,

Particulars	Rates at which the material will be charged to the Contractor			Place of delivery
	Units	Rs.	P.	
-----	-----NIL-----	-----	-----	-----

NOTE – The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission of the tender.

(Signature of Contractor).

Signature of Engineer-in-Charge

## ADDITIONAL CONDITIONS (PART – A) (GENERAL)

1. The work will be carried out strictly in accordance with the Central Public Works Department, Specifications Volume I to VII, corrected upto date where applicable, and specifications of the estimate and instructions of the Engineer-in-Charge to his entire satisfaction.
2. All royalty sales and other taxes, compensation for building stone, bricks, bajri and for stone metal are included in the rates and are the liability of the contractors.
3. The arrangements for the water-supply for the construction purposes are to be made by the contractors at their own cost.
4. A list of Department issued material remaining surplus with the contractor shall be supplied by him to the Engineer-in-Charge within ten days of the completion of the work. The Engineer-in-Charge shall by a notice in writing advise the contractor of the material accepted for return and shall fix a reasonable time limit for its carriage by the contractor to the departmental store. If the contractor fails to do the carriage within the specified time, it shall be got done by the Engineer-in-Charge at the risk and cost of the contractor.

In case the contractor fails to furnish the list aforementioned it would be presumed that he has no such surplus material left at site.

5. It will be the responsibility of the contractor to ensure that trees in the labour camps and in the vicinity, their fruit etcetera are not damaged by his labour or agents. Cost of such damages, if any, will be assessed at the discretion of the Engineer-in-Charge and deducted from the bill of the contractor.
6. The schedule of rates referred to in Clause 12 of general conditions of contract shall be the CPWD Delhi Schedule of Rates-2007 with up to date correction slips.
7. Amount of work can be increased or decreased according to the requirements of the department and no claim on this account will be entertained.
8. The rates given in the attached schedule of the rates are for finished work inclusive of lead, lift, octroi charges and all taxes.
9. The contractor shall be responsible to provide at his own cost the following amenities for the labour employed by him:
  - i. Suitable temporary hutting accommodation as in the opinion of the Officer-in-charge of the work may be necessary.
  - ii. Trench latrines, bathing enclosures and platforms separately for men and women and their regular cleaning to the satisfaction of the Medical Officer-in-charge.
  - iii. Clean Drinking Water.

In the event of his failure to provide any or all of these amenities the same shall be provided by the Delhi Integrated Multi-Modal Transit System Ltd. and the cost

recovered from the contractor. Any dispute regarding these points shall be settled by the Engineer-in-Charge whose decision will be binding.

10. In the event of materials issued by Department as provided in the contract for bonafide work is misused, lost, stolen, damaged or rendered unfit for use while in the custody of contractor, he shall be fully responsible for all such losses and shall pay the Engineer-in-Charge their cost at double the issue rates specified against each. Similarly the cost of materials, if any, not provided in the contract issued for use in the work having been misused, lost, stolen, damaged for rendered unfit will be recovered at double the issue rates fixed by he Engineer-in-Charge. In case of any delay or short supply of the above materials no claim for any compensation shall be entertained due to interruption in the work or labour thus rendered idle.
11. The contractor shall be required to submit a return to the Labour Welfare Officer/Engineer-in-Charge on the tenth of every month on the prescribed form for the payment of wages under fair wage clause. This failure of the contractor to do so will be considered as a breach of the contract and will be dealt with as such.
12. The Department will not be responsible for any loss or damage to the material or structure due to rains, floods or any other act of God.
13. The contractor shall be responsible for the removal of all such debris as has been created by the work allotted to him from the site of work before the expiry of the contractual time failing which it would/it will be got removed by the department at the contractor's cost and no claim regarding the department having spent excessive amount on the removal of the debris shall be entertained.
14. All residuary matters not specifically covered by the provision of agreement shall be regulated in accordance with the decision of Managing Director, DIMTS LTD. which shall be binding on the contractor.
15. The Department reserves the option to take away any item of the work or any part thereof any time during the currency of the contract and re-allot it to another agency with the notice to the contractor without liability of compensation.
16. Fair wage clause and the Labour regulations referred to in clause (c) of the said clause will be binding on the contractor who is to carry out the work under the contractor agreement and he will strictly follow the terms and conditions laid down therein. A copy of the fair wage clause and the said regulation is enclosed for ready reference.
17. Deduction on account of Income Tax, Service Tax and VAT shall be made at the rate prescribed by law from time to time from the gross payments due to the contractor in accordance with section 194-C of the Income-Tax Act, 1961, in force.

## **Contractor's Labour Regulations**

1. **SHORT TITLE:** These regulations may be called Delhi Integrated Multi-Modal Transit System Ltd. Contractor's Labour Regulations.

2. **DEFINITIONS:** In the regulations unless otherwise expressed be indicated the following words and expressions shall have the meaning hereby assigned to them respectively that is to say:

- (i) 'Labour' means workers employed by Delhi Integrated Multi-Modal Transit System Ltd. contractor's directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.
- (ii) 'Fair Wages' means wages whether for 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 Delhi Integrated Multi-Modal Transit System Ltd. in which the work is done.
- (iii) 'Contractor' shall include every person whether a Sub-Contractor or headman or agent employing labour on the works taken on contract.
- (iv) 'Wages' shall have the same meaning as defined in the Payment of Wages Act, 1936, and include time and piece-rate wages.

3. **DISPLAY OF NOTICES REGARDING WAGES ETC.:** The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work notices in English and in the local Indian Languages spoken by the majority of the workers, giving the fair wages notified or prescribed by the Delhi Integrated Multi-Modal Transit System Ltd. and the hours of work for which such wages are earned.

4. **PAYMENT OF WAGES:**

- 1. Wages due to every worker shall be paid to him direct.
- 2. All wages shall be paid in current coin or currency or in both.

5. **FIXATION OF WAGE PERIODS:**

- (i) The contractor shall fix wage periods in respect of which the wages shall be payable.
- (ii) No wage period shall exceed a month.
- (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
- (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (v) All payment of wages shall be made on a working day.

**6. WAGE BOOK AND WAGE SLIPS ETC.**

- (1) The contractor shall maintain wages book of each worker in such form as may be convenient but the same shall include the following particulars:-
  - (a) Rate of daily or monthly wages.
  - (b) Nature of work on which employed.
  - (c) Total number of days worked during each wage period.
  - (d) Total amount payable for the work during each wage period.
  - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
  - (f) Wages actually paid for each wage period.
- (2) The contractor shall also maintain a wage slip for each worker employed on the work.
- (3) The authority competent to accept the contract may grant an exception from the maintenance of wage slip to a contractor, who in his opinion, may not directly or indirectly employ more than hundred persons on the work.

**7. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:**

- (1) The wages of a worker shall be paid by him without any deduction of any kind except the following:
  - (a) Fines.
  - (b) Deductions for absence, from duty i.e., from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
  - (c) Deductions for damage to or loss of goods expressly entrusted to the employed persons for custody, or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
  - (d) Any other deductions which the Delhi Integrated Multi-Modal Transit System Ltd. may from time to time allow.
- (2) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to half-an-anna in rupee of the wage payable to him in respect of that wage period.
- (4) No fine imposed on any worker shall be recovered from him by installments, or after the expiry of six days from the date on which it was imposed.

8. **REGISTER ON FINES ETC.**

- (i) The contractor shall maintain a register of fines and of all deductions for damage or loss, such register shall mention the reason for which the fine was imposed or deduction for damage or loss was made.
- (ii) The contractor shall maintain a list in English and in the local Indian Language, clearly defining acts and omissions for which penalty of fine can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

9. **PRESERVATION OF BOOKS:**

The wage book, the wage slip and the register of fine deductions required to be maintained under these regulations shall be preserved for twelve months after the date of the last entry made in them.

10. **POWER OF LABOUR WELFARE OFFICERS TO MAKE INVESTIGATIONS OR ENQUIRY:**

The Labour Welfare Officer or any other person authorized by the Delhi Integrated Multi-Modal Transit System Ltd. on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and regulations. He shall investigate any complaint regarding the default made by the contractor or Sub-contractor in regard to such provision.

11. **REPORT OF LABOUR WELFARE OFFICER:**

The Labour Welfare Officer or any other person authorized as aforesaid shall submit a report of the results of his investigations or enquiry to the Engineer-in-Charge concerned indicating the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of commission and omission of the Labourer with a notice that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the Labourers concerned.

12. **APPEAL AGAINST THE DECISION OF WELFARE OFFICERS:**

Any person aggrieved by the decision and recommended of the Labour welfare Officer, or other person so authorized, may appeal against such decision to the Managing Director Delhi Integrated Multi-Modal Transit System Ltd. or authorized nominee but subject to such appeal, the decision of the Officer shall be final and binding upon the contractor.

12-A. No party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceedings under these regulations.

13. **INSPECTION OF REGISTERS:**

The contractor shall allow inspection of the wage Book and wage slip to any of his workers or to his agent at a convenient time and place after due notice is received or

to the Labour Welfare Officer or any other person authorized by Delhi Integrated Multi-Modal Transit System Ltd. on his behalf.

14. **SUBMISSION OF RETURN:**

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

15. **AMENDMENTS:**

The Delhi Integrated Multi-Modal Transit System Ltd. may, from time to time and or amend these regulations and on any, question as to the application interpretation or effect of these regulations the decision of the Managing Director, Delhi Integrated Multi-Modal Transit System Ltd. or his authorized nominee shall be final.

## FAIR WAGE CLAUSE

- (a) The contractor shall pay not less than fair wage on labourers engaged by him on the work.
- (b) *Explanation:* Fair wage means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified wages prescribed by the Delhi Integrated Multi-Modal Transit System Ltd. for the district in which the work is done.
- (c) The contractor shall, notwithstanding the provision of any agreement to the contrary cause to be paid fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.
- (d) In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be compiled with the Delhi Integrated Multi-Modal Transit System Ltd. Contractors labour regulations made by the Department from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not wage cards, publication of wages and other terms of employment, inspection, and submission of periodical returns and all other matters of a such like nature.
- (e) The Engineer-in-Charge or his authorized representative concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from him or their wages which are not justified by the terms of the contract or for non-observance of the regulations referred to in clause (c) above.
- (f) Vis-à-vis, the Managing Director DIMTS LTD.Ltd. the contractor shall be primarily liable for 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 shall be deemed to be a part of this contractor and any breach thereof, shall be deemed to be a breach of this contract.

## **ADDITIONAL CONDITIONS -PART-B**

### **(FOR COMPLIANCE UNDER ENVIRONMENT PROTECTION ACT 1986)**

1. Resident labour shall be provided with proper hygienic and ventilated accommodation
2. The contractor shall provide adequate drinking water and sanitary facilities to the he workers employed during the construction period. The contractor is responsible for making arrangements for the safe disposal of wastewater and solid wastes generated during the construction.
3. All the top soil excavated during construction activities should be stored as directed by the engineer in charge for further use in horticulture /landscape development work within the project site.
4. The contractor is responsible for making arrangements for the safe disposal of muck including excavated material during construction. It shall not create any adverse effects on the neighboring communities and disposed off taking the necessary precautions for general safety and health aspects.
5. Use of diesel generator sets during construction phase should be of enclosed type and should conform to E(P)A Rules prescribed for air and noise emission standards. The contractor shall submit the requisite permission from the DPCC for setting up the same.
6. Vehicles hired for bringing construction material at site / disposal of unserviceable material from site should be in good condition and should conform to applicable air and noise emission standards and should be operated only during non peaking hours. The engineer in charge has the right to ban entry of such vehicle/ vehicles which, in the opinion of the Engineer incharge is/are causing pollution to the environment. The decision of the Engineer-in-Charge shall be final and binding to the contractor.
7. The agency shall ensure that the ambient noise levels should conform to residential standards both during day and night. The contractor shall submit the monitoring report of actual noise levels at site once in a quarter to the Engineer-in-Charge. The monitoring shall be got executed from the Laboratory / consultant approved by MOEF
8. The contractor is responsible for taking steps to avoid contamination of watercourses and ground water by such material like construction spoils including bituminous material and other hazardous materials. He shall be responsible to make secure dumps of such materials so that they should not leach into the ground water.
9. The contractor shall make provisions for the supply of kerosene or cooking gas / pressure cooker to meet with the cooking needs of the during construction phase. Burning of wood shall not be allowed under any circumstances.
10. The DIMTS LTD.or the members of the monitoring officials of the MoEF can inspect the labour camps as well as the construction site at any time. The contractor is responsible to bear the penalties or fines if any imposed for the violation of the provisions of the Environment Protection Act 1986. The decision of the Engineer-in-

Charge will be the final and binding over the contractor.

- 11.** The contractor shall ensure that the constructional activities shall not cause dust pollution. He shall make arrangements for water sprinkling adequately as decided by Engineer-in-Charge at the project site to subsidize the dust.

**Nothing additional shall be payable for Para 1 to 11.**

### ADDITIONAL CONDITIONS (PART-C)

1. Latest edition of ISI codes shall be applicable where ever ISI standard have been mentioned.
2. Any error or mistake in nomenclature, rate or unit in the schedule can be corrected at any stage according to the CPWD DSR 2007 edition with upto date correction slips.
3. The competent authority on behalf of DIMTS LTD.reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
4. The Department reserves its right to bifurcate the work between one or more agencies and further reserves its right to withdraw a part of a work of a particular item at any stage during the execution of work without prejudice to the right of the Department to recover, liquidated damages under various provisions of the contract agreement.
5. Any additional items covered in DSR - 2007 and not included in the original scope of work but later on required to be executed as per Architectural/structural requirement or as per direction of the Engineer in Charge for completion of the work, shall be done by the agency at the rate to be decided by the competent authority on the basis of rates allotted to the agency, on respective item of DSR - 2007 i.e. plus or minus side from sanctioned Cost Index as applicable at the time of tender.
6. **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 Engineers-in-Charge's stores in accordance with the Clause 10 thereof) is decreased, Government shall in respect of these materials incorporated in the works (not being materials supplied from the Engineering-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'

$$V_c = P_c \times Q_c \times \frac{CI - CI_0}{CI_0}$$

where,

$V_c$  = Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

$P_c$  = 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.

$Q_c$  = Quantity of cement used in the works since previous bill.

$CI_0$  = All India Wholesale Price-Index for cement as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

$CI$  = 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.

b) Adjustment for component of 'Steel'

$$V_s = P_s \times Q_s \times \frac{SI - SI_0}{SI_0}$$

where,

$V_s$  = Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees to be paid or recovered.

$P_s$  = 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.

$Q_s$  = Quantity of steel paid either by way of secured advance or used in the works since previous bill (whichever is earlier).

$SI_0$  = 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 as valid on the last stipulated date of receipt of tenders including extensions, if any.

$SI$  = 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.

7. **Security Money:** The security money shall consist of two parts
- a. Security deposit to be recovered from running bills at the rate specified in the tender as detailed in Clause 1 of the 'Clauses of Contract'
  - b. The Security deposit as deducted from the running bills, can be got converted into FDR/NSC at any stage by the agency. The FDR/NSC shall be valid up to the defect liability period or as desired by the Engineer in Charge.
  - c. Performance Guarantee to be submitted at the time of award of work as detailed below.
    - i. The contractor shall submit an **Irrevocable Performance Guarantee** of 5% (Five percent of the tendered amount) in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/ or without prejudice to any other provisions in the contract). No payment for work done of any kind shall be released till such guarantee is furnished.
    - ii. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit-at-Call receipt of any scheduled Bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/pay Order of any scheduled bank (in case guarantee amount is less than Rs.1, 00,000/-) or Government securities or fixed deposit receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Department as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
    - iii. The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
    - iv. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Department is entitled under the contract (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of: -
      - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
      - b) Failure by the contractor to pay Department any amount due, either as agreed by the contractor or determined under any of the clauses/

conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

- v. In the event of the contract being determined or rescinded under provision of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Department.

Total of the Security Money including performance guarantee shall not exceed 10% of the contract amount

**8. Release of Security Deposit :**

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or in the event of no communication received from the Labour Officer to this effect within that period, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

If, the final bill is likely to be for a plus amount and where:

- i) The provisions of the EPF clause listed above are complied with;
- ii) No due certificate from Electricity department is submitted by agency;
- iii) Guarantee for water proofing is furnished ;
- iv) On issue of completion certificate by the concerned;
- v) And recording of final measurements for the work.

The security deposit of the contractor shall not be refunded before the expiry of the Defect Liability period which is twelve months after issue of certificate final or otherwise, of completion of work or till the final bill has been prepared and passed whichever is later. The security deposit will be safeguard against any recovery becoming due and as a guarantee towards defects, imperfections and other faults appearing in the work during the defect liability period.

**9. Enforcement of Labour laws**

**a. Labour, Wages and other relevant laws**

In dealing with labour and employees, the Contractor and his subcontractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations such as:-

- i) Workmen's Compensation Act, 1923.
- ii) Payment of Gratuity Act, 1972.
- iii) Employees Provident Funds and Miscellaneous Provident act, 1952

- iv) Apprentice Act 1961
- v) Maternity Benefits Act. 1951
- vi) Contract labour ( Regulations and abolition)Act 1970
- vii) Minimum wages Act. 1948
- viii) Payment of wages Act 1956
- ix) Equal Remuneration Act, 1979
- x) Payment of Bonus Act 1965
- xi) Industrial Dispute Act. 1947
- xii) Industrial Employment ( standing orders ) Act 1946
- xiii) Trade Union Act 1979
- xiv) Child Labour (Prohibition and Regulation) Act 1986.
- xv) Inter – State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979.
- xvi) The Buildings and Other Construction Workers Service) Act 1996 and Cess Act of 1996.
- xvii) The Factories Act 1948.

And other laws or Regulations framed by competent legislative authorities from time to time as may be applicable. In accordance with the various Acts and Regulations will all upto date amendments, the contractor shall ensure that the and his subcontractors (including petty and piece rate Contractors) observe strictly interalia the following

- I. Wages paid are not less than those prescribed.
  - II. Wages and other dues are paid regularly and in time.
  - III. Liens/licenses are obtained as required under any of the Acts or Regulations.
  - IV. Maintain prescribed records, submit necessary statements to the authorities concerned and display required notices.
  - V. Take prompt action on any instructions/ directions from the authorities under various labour laws.
- b. Claims on account of violation of labour laws :** If any money shall as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by the Engineer-in-Charge, because of any failure of the Contractor, such money shall be deemed to be moneys payable to the Engineer-in-Charge by the Contractor and on failure of the Contractor to repay the Engineer-in-Charge any money, paid or to be paid as aforesaid, within seven days after the

same shall have demanded, the Engineer-in-Charge shall be entitled to recover the amount from any money due or becoming due to the Contractor under this or any other contract with the Employer. The Engineer-in-Charge shall not be bound to contest any such claim or demand until and unless the contractor's reasons for contesting are considered reasonable and the Contractor deposits the full cost that the Engineer-in-Charge may have to incur in contesting such cases.

- c. Reporting of Accidents involving labour :** The Contractor shall be responsible for safety of all employees/labour employed by him on works, directly or through petty Contractors or Sub-Contractors and shall report accidents, occurring on works to the Engineer-in-Charge or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be contractor's responsibility to report accident to police keeping the Engineer-in-Charge advised of the same. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Workmen's Compensation Act.

### **13.a. Owner's Risk and Compensation Events**

- a. Owners Risks:** The DIMTS LTD. is responsible for the excepted risks, which are:
- i. War, hostilities, invasion act of foreign enemies, rebellion, revolution, insurrection of military or usurped power or civil war.
  - ii. Riot, commotion, disorder unless solely restricted to employees of the contractor or his sub – contractor and arising from the conduct of the works.
  - iii. Contamination by radio activity from any nuclear fuel, or from any nuclear waste radioactivity toxic explosive;
  - iv. A cause solely due to the design of the work other than the contractor design.
  - v. Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
  - vi. Flood, tornadoes , earthquakes and landslides;
  - vii. Loss or damage due to the use of occupation by the employer of any section or part of the Permanent Works except as may be provided for in the contract;
  - viii. Any operation of the forces of nature (in so far as it occurs on the site) which an experienced contractor could;
    - Not have reasonably or could
    - Reasonably have foreseen but against which he could not reasonably have taken at least one of the following measures;
  - ix. Prevent loss of damage to physical property from occurring by taking appropriate measure: and
  - x. Insure against.

- b. In the event of any such loss or damage happening from any of the owners risks defined in (a) above, as in combination with other risks the contractor shall if so required by the owner, rectify the loss or damage. An addition to the contract price shall be determined treating the work done as variation / extra/ substituted item, as given in the relevant clauses.
- c. Whenever any compensation event occurs, the contractor will notify the owner within 14 days and provide a forecast cost of the compensation event. As soon as information demonstrating the effects of such event is available, the owner shall assess the compensation to be paid. In case contractor's forecast demand is unreasonable, the owner shall adjust the contract price and or extend the completion date based on his assessment.
- d. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- e. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- f. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- g. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer-in-Charge shall be final and binding.
- h. If the contract is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer-in-Charge shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer. If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.
- i. In the event of the contractor having to carryout reconstruction as aforesaid he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge

**10. Levy / Taxes Payable By Contractor**

- a. Sales Tax or any other tax applicable on materials in respect of this contract shall be payable by the contractor and DIMTS LTD. shall not entertain any claim whatsoever in this respect.
- b. The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, aggregate, etc. from local authorities.
- c. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the DIMTS LTD. and does not any time become payable by the contractor to the Delhi Government, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be

entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor

11. **Conditions For Reimbursement Of Levy / Taxes If Levied After Receipt Of Tenders**

- a. All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46<sup>th</sup> Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Head (Engineering) (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- b. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection' of the same by a duly authorized representative of the Government and / other Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.

The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act 1982, give a written notice thereof to the Engineer-in- Charge that the same is given pursuant to this condition, together with all necessary information relating thereto

12. The contractor shall be liable for and shall also indemnify the DIMTS LTD.and its employees against all liabilities, losses, claims, demands, proceedings, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the Department and its employees harmless from any penalty whatsoever in respect of any injury or damage to any property or to personals during the execution of work or by the action of any central or state or local authority for violation by the contractor or sub-contractor engaged on the work.
13. The contractor will be responsible for any damage caused to P & T or Electricity Cables or any other Estate Services during the execution of work. He will invariably inform the Engineer-in-Charge of the concerned department in writing prior to execution of such work, failing which the debit/claim raised by P&T and Electricity department for such damages will be recoverable from him.
14. Binding wire of 18 gauge shall be used at site of work. In case it is not available in the market then 20 gauge binding wire of equivalent weight shall be used without any financial implications.
15. All chasing & drilling work wherever required for fixing the pipes, boxes frames, plumbing, conduiting etc. shall be mechanically cut. No manual cutting shall be allowed.
16. **Supply of Water and Electric Power:** Unless otherwise provided elsewhere in the Contract, the Contractor shall be responsible for making arrangements at his own cost for obtaining supply of water and/or electrical power, necessary for the

execution of the works and during defect liability period. In the event the DIMTS LTD. is in a position to supply water or electrical power, or both, required for works, such supply shall be given only at one point. The cost of making necessary arrangements to the distribution system and laying of necessary pipe line, specials, valves, meters etc. for water supply or the laying of underground/overhead conductor, circuit protection, electric power meters and transmission structures in case of electric power shall be borne by the Contractor. The Contractor shall also bear the running cost of water and power supplied, the rates for which shall be determined and notified by the Competent Authority. Presently the water charges @ 1% of the project cost which shall be deducted from bills of the agency. Any increase in water/power tariff by supplying agencies shall also be borne by the Contractor. The decision of DIMTS LTD. on such cost shall be final and binding.

17. **Contractors Superintendence, Supervision, Technical Staff & Employees:** The contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contract.

- a. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site before the start of the work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/ themselves, as required, to the Engineer-in-Charge and/ or his designated representative to take instructions.

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

his designated representative (s) in the site order book and shall affix his/ their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

- b. If the Engineer-in-Charge whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/ are effectively appointed or is/ are effectively attending or fulfilling the provision of this clause and the decision of the Engineer-in-Charge as recorded in the site order book and measurements recorded checked/ test checked in measurement books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable principal technical representative and/ or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to Suspend the execution of the work until such date as suitable other technical representative(s) is /are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

26. The agency shall deposit EPF Contributions directly to Regional Provident Fund Commissioner on the stipulated dates and shall submit on regular basis proof of satisfactory compliance of the provisions of '**EPF & Miscellaneous Provisions Act, 1952**'. The agency shall obtain inspection report from inspector, Regional Provident Fund Commissioner office for the period of the contract for this work and shall submit to DIMTS LTD.as a proof of EPF contribution after which the security shall be released.

27. **Death of Contractor / Partner:** If the contractor is an individual or a sole proprietary concern, and the individual or a sole proprietor dies , or if the contractor is a partnership concern and one of the partners dies, in that case, unless the Employer/Engineer in Charge is satisfied that the legal representative of the individual contractor or of the sole proprietor, as the case may be , or in the case of partnership firm, all surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to rescind the contract as to its incomplete part. In that event the engineer in charge shall not liable to pay any compensation to the legal heirs of the diseased contractor and /or to the surviving

partners of the contractor's firm, on account of such cancellation of contract. The Engineer in charge's decision as to whether the legal representatives of the deceased contractor or surviving partners of the contractors are capable of carrying on and completing the contract shall be final and binding on the parties. Provided further that the legal representatives of the deceased contractor or the surviving partners shall also not be liable to pay any damages alleged or actually suffered by employer/Engineer in Charge, in respect of incomplete part of the contract. Any liability incurred by the deceased contractor or by the deceased partner of the contracting firm, before his death shall be recovered from the legal representatives of the deceased contractor or from the surviving partners of the said contracting firm as the case may be.

28. **Payment of Final Bill:** The final bill shall be submitted by the contractor within three months of physical completion of the work or within one month from the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is later. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, (the quantities and rates as approved by Engineer-in-Charge will, as far as possible be made within the period of six months. The period being reckoned from the date of submission of final bill as stated above. This is subject to submission of final bill as stated above. This is subject to submission of detailed account of material as well as dismantled materials.
29. **Unauthorized occupation:** It shall be the responsibility of the contractor to see that the building site under construction is not occupied by anybody un-authorized during construction, or afterwards till it is handed over to the Engineer-in-Charge with vacant possession of complete building site. If such building site though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/building site in that position. Any delay in acceptance on this account will be treated as the delay in completion of work and for such delay a levy up to ½ % of tendered value of work per week, may be imposed by the Head (Engineering), whose decision shall be final and binding both with regard to the justification and quantum and be binding on the contractor. This decision of Head (Engineering) will not be open to any arbitration/litigation. However, the Head (Engineering), through a notice, may require the contractor to remove the illegal occupation anytime on or before construction and delivery.
30. Coat of bitumen shall be continued up to the required depth of tile terracing along the vertical surface joining the roof without any extra payment.

31. As per provision of Contract Labour (Regulation & abolition (Act) 1970, the agency shall obtain license for employing labour on the work before commencement of work and shall also display a copy of the same at the premises where the contract work is being carried out.
32. No material of any kind shall be issued to the contractor/firm by DIMTS LTD.and no secured advance for any kind of material brought at site by the agency shall be paid.
33. The agency shall arrange plant rolled T.M.T. Steel for reinforcement work from main producers i.e. SAIL, TISCO, ISCO, Rastriya Ispat Nigam or any other manufacturer approved by the ministry of steel as per the detailed conditions appended in the tender documents.
34. Documentary proof i.e. original bill and challan for the material procured by the agency, as mentioned in the tender documents, shall be supplied at the time of receipt of material at site before it is used.
35. After the completion of the work, the theoretical quantity of the materials to be used in different items of work shall be calculated as under:
  - i. Cement shall be calculated on the basis of factors showing quantities of cement to be used in different items of work provided in the Delhi DSR – 2007 with up to-date correction slips. In case of any of the item is executed for which the standard constants for the consumption of cement are not available in the above mentioned statement or cannot be derived from the said statement the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge concerned.. Difference in the Quantity of cement actually issued to the contractor on the work and theoretical quantity so calculated including authorized variation,
  - ii. Steel shall be taken as the quantity required to be consumed as per the design or as authorized by the Engineer-in-Charge including authorized lappages plus 3% wastages due to cutting into pieces. Over these theoretical quantities 2% Plus/Minus shall be allowed as variation due to wastage being more or less. Theoretical consumption statement will be prepared dia-wise of the steel used at work. Difference in the Quantity of steel actually consumed by the contractor in the work and Theoretical quantity so calculated including authorised variation.
  - iii. Bitumen to be used at work shall be calculated on the basis of CPWD schedule showing the quantity of bitumen in different items of work provided in the Delhi DSR – 2007 with upto date correction slips. Difference in the quantity of bitumen actually consumed by the contractor in the work and Theoretical quantity so calculated including authorised variation.

Provisions, made in this clause, are without prejudice to the rights of the DIMTS LTD.to take action against contractor under the conditions of the contract or for not doing the work according to the prescribed specification.

The variation in consumption of various materials shall be allowed as under:-

- i. Cement = 2% plus/minus
- ii. Bitumen = 2.5% plus only and nil on minus side
- iii. Steel Reinforcement for = 2% plus/minus each Diameter

If plus side variation exceeds the permissible limits, nothing extra shall be paid. For minus side variation within permissible limit no action shall be taken. For minus side variation beyond the permissible limit and up to 5% variation recovery for lesser use of materials shall be made on market rate or average procurement rate whichever is more, however, if minus side variation exceeds 5%, item/work shall be rejected.

- 36. The contractor shall responsible for the implementation of all the provisions under **Rules of Local Bodies** and bear all the fines, penalties and prosecutions in case of failures. DIMTS LTD.reserves the right to recover any damages/penalties imposed from the payments due to the contractor.
- 37. **Repair to damages:** The contractor shall be responsible for rebuilding/repairs of any damage by any reasons not attributable to the design defect (where design is supplied by Engineer/Client) during execution of works or Defect Liability Period. In case the Contractor is unable or unwilling to execute such repair works promptly, the Engineer may get the same done by engaging another agency or using labour, materials and resources as may be considered necessary and the cost of such remedial works shall be recovered from the Contractor's dues.  
  
The decision of the Engineer-in-Charge regarding reasons of the damage shall be final and binding.
- 38. Deduction on account of VAT on the payment to the contractor shall be made as prescribed by law from time to time.

**Note : No secured advance of any kind of material procured by the contractor shall be allowed.**

**PROFORMA**  
**FOR**  
**SUBMISSION OF EARNEST MONEY IN THE FORM OF**  
**IRREVOKABLE BANK GUARANTEE**

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ and having one of its branches at ----- Delhi (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns ;

In favour of

Delhi Integrated Multi-Modal Transit System Ltd., 1<sup>st</sup> floor, Maharana Pratap ISBT Building, Kashmere Gate, Delhi – 110 006 (hereinafter referred to as "DIMTS") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns ;

Whereas (Name of the Bidder) \_\_\_\_\_ Ltd., a Company/ partnership firm/proprietorship concern registered under the ----- (name of the relevant Act/Law under which incorporated) having its registered office at \_\_\_\_\_ (hereinafter called "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its proposal for award of the execution of the **Renovation of DIMTS office at 5<sup>th</sup> Floor, ISBT, Kashmere Gate, Delhi**, through Notice for "Invitation to Tender" dated \_\_\_\_\_ by DIMTS LTD.(hereinafter referred to as the "Project" ).

Whereas in terms of the conditions laid down in the tender of \_\_\_\_\_ document (hereinafter referred to as Bid Document) issued by DIMTS, the Bidder is required to furnish to Delhi Integrated Multi-Modal Transit System Ltd., Delhi, **an unconditional and irrevocable Bank Guarantee for an amount of Rs.----- (Rupees -----) as Earnest Money** and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this Deed witnesseth that in consideration of the premises, we, \_\_\_\_\_ Bank hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligator hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions or the Bid document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to DIMTS LTD. an amount not exceeding **Rs.----- (Rupees -----)** without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and

fulfill all or any of the terms and conditions contained in the Bid document. A letter from DIMTS LTD.stating that the Bidder is in default in the due and faithful fulfillment and compliance with the terms and conditions contained in the Bid document shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money and the amount due and payable under this Guarantee.

2. This Guarantee shall remain in full force and effect for a period of 180 days (One hundred & eighty) days from the \_\_\_\_\_(Proposed Due Date).
3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by DIMTS.
4. We \_\_\_\_\_ Bank further agree that DIMTS LTD.shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfillment and compliance of the terms and conditions contained in the Bid document and the decision of DIMTS LTD.in this regard shall be final and binding on us, notwithstanding any differences between DIMTS LTD.and the said Bidder and/or any dispute between DIMTS LTD.and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. DIMTS LTD.shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Bid document or to extend the time frame for completion of bidding process or the period of fulfillment and compliance with the terms and conditions contained in the said Bid document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bid document or the securities available to DIMTS LTD.and the bank shall not be released from its liability under these presents by any exercise by DIMTS LTD.of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of DIMTS LTD.or any indulgence by DIMTS LTD. to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
6. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.
7. We undertake to make the payment on receipt of your notice of claim on us addressed to \_\_\_\_\_ (**name of Bank along with branch address**) and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
8. It shall not be necessary for DIMTS LTD.to proceed against the said Bidder before proceeding against the bank and Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security which DIMTS LTD. may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or

unrealized.

- 9 .We \_\_\_\_\_ Bank lastly undertake not the revoke this guarantee during its currency except with the previous express consent of DIMTS LTD.in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.
10. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date \_\_\_\_\_ day of \_\_\_\_\_ 2008.

Signature of the Issuing/Authority with seal

Corporate Seal

For \_\_\_\_\_ Bank

**Note: A covering letter of confirmation is also to be given by the Bank along with this bank guarantee.**

**FORM OF PERFORMANCE GUARANTEE**  
**BANK GUARANTEE BOND**

1. In consideration of the Managing Director, Delhi Integrated Multi-Modal Transit System Ltd. (hereinafter called the 'the Department') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said contractor(s)') from the demand, under the terms and conditions of an agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the work \_\_\_\_\_ (hereinafter called 'the said agreement') for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We \_\_\_\_\_ (indicate the name of the Bank) (hereinafter referred to as 'as Bank') at the request of \_\_\_\_\_ contractor(s) do hereby undertake to pay to the Department an amount not exceeding Rs. \_\_\_\_\_ on demand by Department.
2. We \_\_\_\_\_ do hereby undertake to pay the (indicate the name of the Bank) amount due and payable under this Guarantee without any demure, merely on a demand from the Department stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
3. We undertake to pay to the Department any money so demanded notwithstanding any dispute or disputes raised by the contractors(s) in any suit or proceeding pending

before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

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

4. We \_\_\_\_\_ further agree that the guarantee herein (indicate the name of the Bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be forceable till all the dues of the Department under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
  
5. We, \_\_\_\_\_(indicate the name of the Bank) further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the Department against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on that part of the Department or any indulgence by the Department to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s) suppliers.
  
7. We \_\_\_\_\_ lastly undertake not to  
(indicate the name of the Bank)  
revoke this guarantee except with the previous consent of the Department in writing.

8. This guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by Department. Notwithstanding any thing mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this Guarantee, shall stand discharged.

Date the \_\_\_\_\_ date of \_\_\_\_\_ 2008

For \_\_\_\_\_

(indicate the name of Bank)

(Authorized Signatory  
with Bank's Seal)

**LIST OF MANDATORY TEST**

<b><u>S.No</u></b>	<b><u>MATERIAL</u></b>	<b><u>TEST</u></b>	<b><u>Test code</u></b>
<b><u>I</u></b>	Water	1. P.H. Value	IS 3025-1986
		2. Limit of acidity.	
		3. Limit of alkalinity	
		4. Percentage of solids	
<b><u>II</u></b>	Fine aggregate	1. Test for Organic impurities.	IS 383-1970 and IS 2386-1963
		2. Test for particle size fine	
		3. Test for silt content	IS 2116-1980 IS 1542 –1992
		4. Bulking of fine aggregate.	
<b><u>III</u></b>	Course Aggregate (Stone aggregate.)	1. % age of deleterious material.	IS 383-1970 IS-2386-1963, (Part-I &II)
		2. Particle Size Distribution	
		3. Crushing value and soundness.	
		4. Estimation of organic impurities	
		5. Surface moisture	
		6. Determination of 10% fine values	
		7. Specified gravity	
		8. Bulk Density.	
		9. Aggregate impact value.	
<b><u>IV</u></b>	Brick/Brick tiles.	1. Test of dimensions of brick.	IS-1077-1992
		2. Water absorption of bricks	IS-1077-1992 IS-3495- 1992(Part-II)
		3. Efflorescence Test	IS-3495, Part-III-1992 IS-1077-1992 Field test as per Delhi PWD Appendix-IV
		4) Compressive strength of bricks.	IS-3495 Part-I- (1992)
<b><u>VII.</u></b>	Cement	1. Physical requirement	IS-4031- (Part-II to VI) IS-8112-1989
		a) Fineness	
		b). Soundness	
		c) Setting time(Initial and final)	
		d) Consistency of standard cement paste	

<u>S.No</u>	<u>MATERIAL</u>	<u>TEST</u>	<u>Test code</u>
		e) Compressive strength	

**Note: This is a tentative list of tests and is not exclusive. Any other mandatory test as specified in CPWD specifications/ IS Standards/ NBC-2005 shall also come under the preview of these mandatory tests.**