Delhi Integrated Multi-Modal Transit System Ltd.
1st floor, Maharana Pratap ISBT Building, Kashmir Gate, Delhi – 110006

Sub: Ambedkar Nagar – Delhi Gate BRT Corridor.

Sub Head: Routine Maintenance and Short Term Improvement for a period of one year - Unit Rate System (2013-2014)

VOLUME- I
TENDER DOCUMENT

(THIS DOCUMENT SHOULD BE READ WITH GENERAL CONDITIONS OF CONTRACT WHICH ARE AVAILABLE IN DIMTS OFFICE)
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TRANSPORT DEPARTMENT
Government of National Capital Territory of Delhi
Notice Inviting Tender

Sealed item rate tenders are invited by DIMTS Ltd on behalf of the Transport Department GNCTD, from experienced, specialised and eligible agencies registered with MCD, NDMC, DDA, PWD, CPWD or any other similar authority / department for the following work:

Desirous contractors who are well equipped with necessary man power and machinery to undertake any type of maintenance / new work on a short notice may apply.

Date of start of Sale of Tender Document : 1.07.2013
Last date and time for issue of tenders : 15.07.2013 up to 16:00 hrs
Last date and time of receipt of tender documents: 16.07.2013 up to 15:00 hrs
Date and time of opening of envelopes Containing Eligibility etc. documents : 16.07.2013 at 15:30 hrs

Tender documents and general conditions of contract can be had from the office of Engineer – in-Chief DIMTS on payment of Rs. 5000/- (non-refundable) in the form of demand draft of any scheduled bank and on depositing earnest money in form of Fixed Deposit Receipt/ Demand Draft of a scheduled bank issued in favour of DIMTS Ltd. 50% of Earnest money amount can be accepted in from of Bank Guarantee valid for 150 days from the date of submitting of tenders.

The tenders duly filled shall be submitted in two envelops as explained in the tender document.

The tender document can also be downloaded from DIMTS Website www.dimts.in Agencies using downloaded documents should submit in addition to above proof of cost of tender documents separately in an envelope, as explained in the tender document, at the time of submitting tender. Tenders submitted incomplete and photocopy of downloaded tender document shall be treated as invalid.

All matters arising from this tender will have jurisdiction of courts in Delhi.

Sr. Manager (Civil)
Delhi Integrated Multi-Modal Transit System Ltd.
(A joint venture of Govt. of Delhi & IDFC Ltd)
1st floor, Maharana Pratap ISBT Building,
Kashmere Gate, Delhi – 110006
2.0 **CHECK LIST AND INSTRUCTIONS FOR CONTRACTORS FOR SUBMISSION OF TENDERS**

2.1 **TENDERERS ARE TO ENSURE THAT:**

2.1.1 Tender documents are in sealed envelopes.

2.1.2. With a view to avoiding frivolous participation, the tenderers shall submit requisite documentary proof in support of their eligibility as per the criteria laid down in the Notice Inviting Tender. The documentary proof shall be placed in the sealed cover marked ‘Eligibility documents’. The tender duly filled in shall be placed in another envelope marked ‘Financial bid’. Both the envelopes shall then be put in another sealed envelope & marked TENDER for submission and should reach in the office of Sr. Manager (Civil) DIMTS Ltd. on upto 15:00 hrs on 16.07.2013. On all the envelopes name of work, name of agency and date of opening as applicable should be duly marked.

2.1.3 The tenderers making use of the downloaded tender document to pay cost of tender document as a separate demand draft placed in the envelop marked ‘Earnest Money’ failing which the second envelop marked ‘Tender’ will not be opened. Tenderers making use of downloaded tender document shall seal the tender, affix their initials and put rubber stamp on each page before submission.

2.2 All information requested for in the enclosed forms should be furnished against the respective columns in the form. If information is furnished in separate documents, reference there to the same should be given against respective columns. If information is ‘Nil’ it should also be mentioned as ‘Nil’ or ‘No such case’. If any particular query is not applicable in case of the tenderer, it should be stated as ‘Not applicable’. The tenderers are cautioned that non-submission of complete information called for in the required formats, or making any change in the prescribed forms may result in the application being summarily rejected.

2.3 All the information must be submitted in English.

2.4 The application/document should be type-written. The tenderer’s name and signature should appear on each page of the tender document.

2.5 Overwriting should be avoided. Corrections, if any, shall be made by crossing out, initiating, dating and rewriting.

2.6 References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the tenderer shall be signed by that client.

2.7 The tenderer is advised to attach any additional information, which he thinks to be necessary in regard to his capabilities. No further information will be entertained after submission of application unless it is called for by DIMTS. DIMTS reserves the right to call for additional information & clarification of information submitted from the tenderers.

2.8 The cost incurred by the tenderer in preparing tender document, in providing clarifications or attending discussions/conferences in connection with this document shall be borne by the tenderer and the DIMTS in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the process.
2.9 The agency should quote the rates in figures as well as in words on the schedule of items supplied to the agency.

2.10 **METHOD OF QUOTING RATES**

Rates, quoted by the contractor in tender, in figures and words shall be accurately filled in so that there is no discrepancy in the rates in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractors in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount. In event no rates has been quoted for any item(s), leaving space both in figure(s), words, and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rates for such item(s) will be considered as zero and work will be required to be executed accordingly.

2.11 **LATE SUBMISSION OF APPLICATION**

Applications, received after the due date & time of submission, will either not be accepted or if inadvertently accepted will not be opened and shall be summarily rejected.

2.12 **FINAL DECISION MAKING AUTHORITY**

DIMTS reserves the right to accept or reject any application and to annul the process and reject all applications at any time without assigning any reason and without thereby incurring any liability to the affected tenderer or without informing the tenderers of the grounds for the Employer’s action.

2.13 **METHOD OF APPLYING**

2.13.1 If the application is made by an individual, it shall be signed by the individual above his full typewritten name and current address.

2.13.2 If the application is made by a proprietary firm, it shall be signed by the proprietor above his full typewritten name and full name of his firm with its current address.

2.13.3 If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current addresses, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application.

2.13.4 If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
2.14 The tenders shall be opened in two parts and the due date for opening of envelopes Marked ‘Eligibility documents’ is 16.07.2013 at 15:30 hrs, the date of opening of envelopes marked ‘Financial bid’ shall be intimated to the bidders found eligible.

2.15 The envelopes marked ‘Eligibility documents’ shall be opened first on the due date if the earnest money is found in order. The documentary proof submitted by the tenderers shall be scrutinised and evaluated with reference to prescribed eligibility criteria to determine the eligibility of the tenderers. The tenderers should append their details and expertise. Financial bid of qualified tenderers only shall then be opened in the presence of tenderers or their representatives at the date & time which shall be notified to the participating applicants.

2.16 Tenders should be signed at appropriate places. It should be ensured that there are no over writings and all the cuttings should also be duly attested by the contractor.

2.17 All unopened envelopes marked ‘Financial bid’ shall be returned as per laid down procedure.

2.18 The Contractor should be registered under Value Added Tax (VAT) Act 2004 and must produce along with the application the attested copy of such registration and acknowledgement of up to date filed returns submitted to the Deptt. of Trade.

2.19 The Eligibility documents shall include Format of information duly filled in by the Contractor, Earnest Money of Rs. 1.00 Lacs & other reference documents – details of similar works etc.

2.20 PRE-BID MEETING:
(a) The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at DIMTS Ltd., 1st Floor, Maharana Pratap ISBT Building, Kashmere Gate, Delhi-110006 at 4:00 pm on 12.07.2013.
(b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage by the prospective Bidders.
(c) The Bidder is instructed to submit its queries in writing. All such queries should reach DIMTS at least one day prior to the date of the meeting by post/fax/e-mail.
(d) Minutes of the pre-Bid meeting, including the text of the questions raised and the responses given together with any response prepared after the meeting, will be transmitted to all Bidders and also posted on DIMTS’ web site. Any modification of the Bid documents which may be considered necessary as a result of the pre-Bid meeting shall be made by DIMTS exclusively through the issue of an Addendum pursuant to Clause 7 of Instructions to Bidders and not through the minutes of the pre-Bid meeting.
(e) Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
TRANSPORT DEPARTMENT
Government of National Capital Territory of Delhi

Ambedkar Nagar – Delhi Gate BRT Corridor, Routine Maintenance and Short Term Improvement for a period of one year - Unit Rate System

DIMTS Ltd intends to get the maintenance works executed on pre determined unit rate in the BRT corridor Ambedkar Nagar – Delhi Gate for a period of one year. The likely works covered under the unit rate are building work, road work, footpath, central verge, drainage, maintenance of greenery, desilting works and other public utilities and several other varied types of works.

The system is very simple i.e once the rate for unit quantity of item of work is approved the same is applicable for any number of works that are taken for maintenance over a specified period of time of one year. The willingness of the contractor for the approved unit rates will be obtained and agreement concluded for the approved unit rate in a specified period of one year. There is no escalation of rates and scope of arbitration etc after agreement of unit rates is concluded. The scope for discretion in the allotment of work to any agency is obviated.

After the willingness of the contractors for approved unit rates is received a panel of willing contractors will be prepared. On the basis of requirement of works on the BRT corridor estimates will be prepared on the approved unit rate and after sanction work order will be placed to the empanelled contractor. The list of empanelled contractors and the unit rates finalized shall remain in force for a period of one year from the date of finalizing but could be extended further after obtaining consent from empanelled contractors. The contractors whose name have been included in the list of contractors under this method will have no bar to take works under the normal procedure of tendering. In the event, the contractor / agency registered under URM for one year is black listed / barred from future tendering / or running under any disciplinary action in respect of work executed in DIMTS Ltd, the registration of the contractor / agency will be cancelled and registration fee / performance guarantee will not be refundable on this account.

1. Based on above facts, item rate tenders are invited from contractors registered in any department of GNCTD (any class) for fixing unit rates for the following items of works for one year.

   (a) CIVIL WORKS

      (i) Construction / repair and maintenance of roads, drains, footpaths, cycle track, central verge etc.

      (ii) Desilting works

   (b) Dense Carpet Works

      Repair to main roads by dense carpeting with bituminous macadam / asphalt concrete.
2. Desirous contractors who are well equipped with necessary man power and machinery to undertake any type of maintenance / new work on a short notice may apply for empanelment and tender documents. The cost of tender schedule is Rs. 5000/- (non refundable) to be paid through Demand Draft in the name of DIMTS Ltd for tendering, time table is as under :-

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last date and time for issue of tenders</td>
<td>15.07.2013 up to 16:00 hrs</td>
</tr>
<tr>
<td>Last date and time of receipt of tender documents</td>
<td>16.07.2013 up to 15:00 hrs</td>
</tr>
<tr>
<td>Date and time of opening of envelopes</td>
<td>16.07.2013 at 15:30 hrs</td>
</tr>
</tbody>
</table>

(Note : any further information / query in regard to the work can be had in the office of Senior Sr. Manager (civil), Phone no.45396333 between office hours on any day before 16.07.2013)

3. Each contractor / Agency shall submit only one tender

4. Quality testing and mandatory tests for all materials used in execution of works shall be conducted as per relevant CPWD specification / MORT&H specification / IS codes / IRC codes as per present practice.
**Terms & Conditions**

1. The Contractor should indicate their latest full Address & Telephone No. invariably, failing which tender will not be issued.

2. The contractor should furnish following attested copies of certificates along with willingness letter for empanelment copy of registration certificate issued by Registering Authority in Delhi (The Registration Certificate must be valid minimum up to 31.03.2014).

   a) The Contractor shall submit a certificate along with willingness letter that up to date returns for Delhi Value Added Tax (VAT) have been filed with department of trade & taxes GNCTD. Copies of such returns should be enclosed.

   b) For carrying out dense carpet works the contractor should have arrangement of obtaining the material from computerized hot mix plant, use censor paver finisher and other machinery as per MORT&H specifications.

   c) For carrying out dense carpet works under unit rate system already designed and approved Job Mix Formula not older than one year may be adopted.

   (AC) and Bituminous Macadam (BM) with the condition that :-

   Work should be carried out strictly in accordance with MORT&H specifications for Road and Bridges IVth revisions. No extra payment for excess use of bitumen then mentioned in item of work (5% bitumen by wt of total mix for AC and 3.25% bitumen by wt of the mix for BM) be made due to adoption of Job Mix formula. Required mandatory tests for Mix and material used shall be got done from Mpl. Laboratory as per requirement.

   Valid for works under current unit rate system only.

3. The willing contractors / agencies for the approved unit rates should submit willingness letter in the prescribed proforma on Rs. 100/- non judicial stamp paper after the Committee constituted satisfy about the capability and genuineness of contractors. The Contractor shall also submit a certificate along with willingness letter that up to date returns for Delhi Value Added Tax (VAT) have been filed with department of trade & taxes GNCTD. Copies of such returns should be enclosed.

4. The Contractors who submit willingness are only eligible for award of works

5. DIMTS Ltd reserves the right to accept / reject any or all the tenders without assigning any reason.

6. Tender documents and schedule are not transferable.

7. The willing Contractors / Agencies will be required to deposit a sum of Rs.2.5 Lacs has been deposited in cash/receipt treasury challan/deposit at call receipt of schedule bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank or Bank guarantee as Performance Guarantee.
8. Security @ 5% shall be deducted from each running bill.

9. Quality assurance / auditing check shall also be applicable.

(Signature of Contractor)                      (Sr. Manager (Civil))
**FORMAT OF INFORMATION TO BE FILLED BY CONTRACTORS**

1. **NAME OF CONTRACTOR**
   - Identification No.
   - PHOTO (to be pasted by the contractor)

2. **Tender Fees**
   - DD No. ………………… Date …………… Amount ……………

3. **Category of Work**
   - Unit rate for maintenance works

   To be Filled by Contractor

| 1. Registered Address of Contractor | H. No………………… Street No. ………………
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Colony ………………… Village …………………</td>
</tr>
<tr>
<td></td>
<td>Distt ………………… State …………………….</td>
</tr>
<tr>
<td></td>
<td>Pin …………………… Tel …………………….. (Mob)</td>
</tr>
</tbody>
</table>

2. **Class of Registration with Authority of Registration**
   - With Registration No.

3. **Validity of Registration up to**

4. **VAT / TIN No.**

(Signature of Contractor) (Sr. Manager)
(Civil)
4.0 Item Rate Tender & Contract for works

**Tender for the work of:**- Ambedkar Nagar – Delhi Gate BRT Corridor Routine Maintenance and Short Term Improvement for one year - Unit Rate System

i) To be submitted by 15:00 hrs on 16.07.2013 to Sr. Manager (Civil) DIMTS Ltd.

i) Eligible document to be opened in the presence of tenderers who may like to be present at 15:30 hrs on 16.07.2013 in the office of Sr. Manager (Civil) DIMTS Ltd., 1st floor ISBT, Kashmere Gate, Delhi.

Issued to _________________________________________________________

(Contractor)

Signature of officer issuing the documents ____________________________

Designation ____________________________

Date of issue: ___________

**TENDER**

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract. Clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for by the Managing Director DIMTS LTD. within the times specified in tender document, Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for One Hundred Twenty (120) days from the due date of submission thereof and not to make any modification in its terms and conditions.

A sum of **Rs.2.5 Lacs** has been deposited in cash/receipt treasury challan/deposit at call receipt of schedule bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank or Bank guarantee as Performance Gurantee. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Competent Authority, DIMTS LTD. or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, If I/We fail to commence work as specified,
I/We agree that Competent Authority, DIMTS LTD. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender document upon the terms & conditions contained to referred therein and to carryout such deviations as may be ordered, upto maximum of the percentage mentioned in schedule F and those in excess of that limit at the rates to be determined in accordance with the provision contained in General Conditions of contract of the tender form.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/conditional documents and shall not communicate information/derived therefrom to any person to whom I/we may authorised to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated ........................................ Signature of Contractor

Postal Address

Witness:
Address:
Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the ________________ for a sum of Rs.______XX______ (Rupees ________________XX______________________)

The letters referred to below shall form part of this contract Agreement:-

a) ____XX____
b) ____XX____
c) ____XX____

For & on behalf of  Transport Department, GNCTD,

..........................................................
Signature

Dated .....XX............ Designation :
SCHEDULES

SCHEDULE ‘A’
Schedule of Items (Enclosed)

SCHEDULE ‘B’
Schedule of materials to be issued to the contractor:

<table>
<thead>
<tr>
<th>S.NO</th>
<th>Description of item</th>
<th>Quantity</th>
<th>Recovery Rates in figures &amp; words</th>
<th>Place of issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td></td>
<td>3</td>
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<td>4</td>
</tr>
</tbody>
</table>

SCHEDULE ‘C’
Tools and plants to be given on hire to the contractor

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Description</th>
<th>Hire charges per day</th>
<th>Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td>3</td>
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<td>4</td>
</tr>
</tbody>
</table>

SCHEDULE ‘D’
Extra schedule for specific requirements/documents for the work enclosed at para 5 to 10.

SCHEDULE ‘E’
Schedule of component of Construction Materials, Labour etc. for price escalation.

CLAUSE 10 CC  

Note: Adjustment of cost of work due to variation in prices of cement, steel and bitumen utilised in the work shall be allowed as permissible and prescribed in CPWD Manual

SCHEDULE ‘F’
Reference to General Conditions of Contract

Name of work: Ambedkar Nagar – Delhi Gate BRT Corridor Routine Maintenance and Short Term Improvement for a period of one year - Unit Rate System

(i) Earnest Money : 1.00 lacs
Performance Guarantee

2.5 lac of cost of work

General Rules & Directions:

Officer Inviting tender

Sr. Manager (Civil), DIMTS Ltd., Delhi

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3.

Definitions:

(a) Engineer-in-charge

Sr. Manager (Civil) of DIMTS Ltd.

(b) Accepting Authority

Engineer-In-Chief, DIMTS

(c) Percentage on cost of material and labour to cover all overheads and profits

a) Contractors own material – 12.5%
b) Contractor labour – 10%

(d) Standard Schedule of Rates

DSR 2007 with Upto date correction slips.

(e) Department

DIMTS Ltd., Delhi

Clause 1:

(i) Time allowed for submission of Performance guarantee from the date of issue of letter of acceptance in days

7 Days

(ii) Maximum allowable extension beyond the period as provided in (i) above in days

3 Days

Clause 2:

(i) Authority for fixing compensation under clause 2

Superintending Engineer or Equivalent Officer of DIMTS Ltd., Delhi

(ii) Number of days from the issue of letter of acceptance for reckoning date of start

10 Days

(iii) Authority to give fair and reasonable extension of time for completion of work.

Superintending Engineer or Equivalent Officer of DIMTS Ltd., Delhi

Clause 7 & 8:
Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.

**Clause 10 CC:**

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in the next column

**Clause 11:**

Specifications to be followed for execution of work

**Clause 12:**

12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work

12.5 Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work.

**Clause 14:**

Competent Authority for deciding reduced rates

Superintending Engineer or Equivalent Officer of DIMTS Ltd., Delhi

**Additional Conditions (Part-C) Para 35:**

(i) Schedule/statement for determining theoretical quantity of cement & bitumen CPWD Delhi Schedule of Rates, 2007 with up to date correction slips.

(ii) Variations permissible on theoretical quantities

a) Cement for works with estimated cost put to tender not more than Rs. 5 lakh

For works with estimated cost put to tender more than Rs. 5 lakh

b) Bitumen for all works.
c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus.

d) All other materials Nil
## RECOVERY RATES FOR CONSUMPTION OF DEPARTMENT MATERIAL BEYOND PERMISSIBLE VARIATION

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description Of item</th>
<th>Rates in figures and words at which recovery shall be made from the contractor Rate in Schedule “B” Plus 10% in case materials issued by department</th>
<th>Excess beyond permissible variation</th>
<th>Less use beyond The permissible variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>--</td>
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<td></td>
<td>N A</td>
<td>N A</td>
</tr>
</tbody>
</table>

No Material shall be issued by the Department
6.0 GENERAL CONDITIONS

6.1 The work shall be executed as per provisions contained in CPWD Works Manual (Vol-II) 2012 as applicable to DIMTS with upto date amendments.

6.2 Wherever reference of CPWD officers is mentioned in tender document, manual, specification and tender document including form for general conditions of contract, they shall be treated as competent officers of DIMTS Ltd. as detailed in Annexure-I.

6.3 The work shall be carried out as per C.P.W.D. specifications.

6.4 Time allowed will be One Year.

6.5 Income Tax & Surcharge, Service Tax and Labour cess as applicable will be deducted from the gross amount of each bill.

6.6 VAT shall be deducted as prevailing rules from gross amount of the bill.

6.7 In case the contractor uses Govt. water supply, water charges @ 1% shall be deducted from the gross amount of bill.

6.8 Site of work shall be kept clean of all the Debris/Malba etc. at all the times. No dumping of Malba shall be allowed in the premises and all the Malba shall be removed on the same day by Mechanical Transport using chutes and other suitable methods so as to avoid spilling of Malba on the ground. It shall not be permitted to throw Malba on to the ground or to the trucks directly. All the malba from terrace shall be brought down by hoist / lift / chute or any other suitable arrangement and loaded into the trucks as per direction of Engineer-in-Charge. In case of non removal of Malba a penalty of Rs. 1000/- per day shall be levied and deducted from the bill of the contractor in case the Malba is not removed on the same day. The decision of Engineer-in-charge shall be final and binding in this regard.

6.9 The site should be kept free from dust pollutions by spraying / sprinkling of water or other suitable means so that the surroundings are kept free from dust hazards.
7.0 SITE CONDITIONS

7.1 The tenders are invited for Ambedkar Nagar – Delhi Gate BRT Corridor, Routine Maintenance and Short Term Improvement for a period of one year Unit Rate System

7.2 No housing accommodation is available at the site of work. The contractor has to make his own arrangement for huts, stores and field office, accommodation for his labour and other employees at the site of work. The arrangement of water for drinking purpose shall also be made by the contractor at his own cost. The contractor shall make his own arrangement for obtaining electric connection, if required, and make necessary payments directly to Vidyut Department. The department will not at all be responsible for making arrangements in these regards. The department can, however, provide required assistance to the contractor in dealing with the local bodies for such purposes, if required.

7.3 It shall be presumed that the contractor has acquainted himself as to the nature and location of the work, general and local conditions and particularly those pertaining to transport, handling and availability and storage of materials, availability of labour, weather conditions at site and general ground and highest floor level and the tenderer has estimated accordingly. The department will bear no responsibility for lack of such knowledge and also the consequences there of. The information and site data shown in the drawings and mentioned herein and also elsewhere in the tender documents are being furnished for general information and guidance only. The Engineer-in-charge in no case shall be held responsible for the accuracy from there of or any interpretations/or conclusion drawn there from by the contractor and nothing extra shall be paid even if the site conditions/informations are different or otherwise incorrect as it is presumed that the contractor has satisfied himself for all possible contingencies, situations, bottlenecks and acts of coordination which may be required between the different agencies.

7.4 In case of flooding of site on account of rains or any other cause or any other damages, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the tender documents. During execution the contractor has to ensure that minimum uncovered area remains exposed to the rains.

8.0 ADDITIONAL CONDITIONS:

8.1 Before tendering, the tenderer shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, availability of materials, suitable location for construction of godowns, stores and labour huts, the extent of leads, lifts, rehandling of construction material involved in the work (over the entire duration of contract) including local conditions, traffic restrictions, obstructions and other conditions, as required for satisfactory execution of the work. His rates should take into consideration all such factors and contingencies. No claim whatsoever shall be entertained by the Department on these account.
8.2 The contractor must study the specifications and conditions carefully before tendering. If there are varying or conflicting provisions made in any documents forming part of the contract, the Engineer-in-charge shall be the deciding authority with regard to the intention/interpretation of the documents and it will be binding without any reservation what so ever and nothing extra shall be paid. Any error in description, quantity or rate in schedule of work, bills of quantities/items or any omissions there from shall not vitiate the contract or release the contractor from the execution of the whole work or any part of the work comprised there in according to drawing and specifications or from any of his obligations under the contract.

8.4 Before start of the work the contractor shall submit the programme of execution of work, get it approved from the Engineer-in-charge and strictly adhere to the same for the timely completion of the work. The contractor shall have to make approaches to the site, if so required and keep them in good conditions for transportation of labour and material as well as inspection of works by the Engineer-in-charge. Nothing extra shall be paid on this account.

8.5 The work shall be carried out in such a manner so as not to interfere/or affect or disturb other works, being executed by other agencies, if any, in the premises.

8.6 Any damage done by the contractor to any existing work shall be made good by him at his own cost. Existing drains, pipes, culverts, over head wires, water supply lines / tanks and similar services encountered during the course of execution shall be protected against damage by the contractor. The contractor shall not store material or otherwise occupy any part of the site in manner likely to hinder the operations of such services.

8.7 The contractor or his authorised representative should always be available at the site of work to take instruction from the departmental officers, and ensure proper execution of work. No work should be done in the absence of such authorised representative. The contractor(s) is/are to set out the whole of the work in consultation with an officer to be deputed by the Engineer-in-charge and during the progress of the work to amend on the requisition of the Engineer-in-charge any errors which may arise there in and provide all the necessary labour and materials for doing so. The contractor(s) is/are to provide all tools, plants, machinery labour and materials which may be necessary and required for the work. All materials and workmanship shall confirm to the relevant specifications mentioned in the tender documents.

8.8 The contractor shall maintain in good conditions all works executed by him till the completion of entire work allotted to the contractor.

8.9 No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the work and no such claim on this account will be entertained.

8.10 Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal, shingle, earth, sand, bajri etc. collected by him for the execution of the work direct to the
concerned Revenue Authority of the State or Central government. His rates are deemed to include all such expenditure and nothing extra shall be paid.

8.11 The contractor shall take all necessary measures for the safety of users during construction and provide, erect and maintain such barricades including signs, markings, flags, lights and flagman, as necessary at either end of the working area and at such intermediate points as directed by the Engineer-in-charge for the proper identification of such area. He shall be responsible for all damages and accidents caused due to negligence on his part.

8.12 The rates for all items of work unless clearly specified otherwise shall include the cost of all labour, material, dewatering / curing and other inputs involved in the execution of the work.

8.13 Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights, depths, leads and lifts. The rate quoted in the tender shall be inclusive of all expenses for the proper and entire completion of work and shall be inclusive of all taxes, duties and levies including sales tax, municipal taxes, local taxes, octroi all royalties, patent rights, other incidental charges etc. The rate offered shall be final and no claim whatsoever on any account shall be entertained.

8.14 The contractor shall construct suitable godown at the site of work for storing the material safe against damage due to Sun, rain, dampness, fire, theft, etc. He shall also employ necessary watch and ward establishment for the purpose and no extra claim whatsoever shall be entertained on this account.

8.15 The contractor shall be responsible for the true and proper setting out of the work in co-ordination with the Engineer-in-charge or his authorised representative and for the correctness of the positions, levels, dimensions and alignments of all parts of the structure and for the provision of all necessary instruments, appliances and labour in connection there with. If at any time during the progress of the work, any error may appear or arise in the positions, levels, dimensions or alignment or any part of the works, the contractor on being required to do so by the Engineer-in-charge, shall at his own expense rectify error to the entire satisfaction of Engineer-in-charge. The Checking of any setting out of any line or level by the Engineer-in-charge or his authorised representatives shall not relieve in any way, the contractor of his responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks, site details, pegs and other things used in the setting out and execution of works.

All duties concerning establishment of a set of bench marks, permanent theodolite stations, centre line pillars etc. including all materials, tools, plants, equipment, labour etc. for performing all the functions necessary and ancillary there to at the commencement and during the progress of the work till physical completion of all the types of the work in question shall be carried out by the contractor at his own cost.

8.16 All the materials, manufacture / brand shall be got approved by the contractor from Engineer-in-charge. Material of approved manufacture /
brand will only be accepted subject to material conforming to relevant specifications:

8.17 **Brick work**: Unless otherwise specified, FPS bricks shall be used in all items of brick work. Contractor shall intimate the source of supply of bricks and samples of the bricks shall be got approved from the Engineer-in-Charge in advance. The bricks bought by the contractor shall strictly confirm to the CPWD specifications.

8.18 **Water Supply / Drainage**

The Contractor would make his own arrangement of water both for construction as well as drinking, subject to satisfaction and approval of Engineer–in-Charge.

8.19 **MATERIAL, PLANT AND EQUIPMENT:**

8.19.1 General: The contractor shall provide all material required for the work at his own expenses including water. Nothing extra shall be payable due to variation in cost of materials, carriage and loading and unloading etc. at any time except as admissible under relevant clauses of the tender documents for this work.

8.19.2 All material to be provided by the contractor shall be in conformity to the specifications, laid down in the contract and the contractor shall, if so required by the Engineer-in-charge, furnish proof about their suitability and fitness to the entire satisfaction of the Engineer-in-charge and nothing extra shall be paid to the contractor on this account.

8.19.3 All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works are to be considered to be the property of the Transport Department, GNCT of Delhi, and the same shall not be removed or taken away by the contractor or any other person without the special licence and consent in writing of the Engineer-in-charge but the department is not to be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or damaged by whether or otherwise including natural calamities, flood, earthquakes, rains, riots, fire etc.

8.19.4 Since the commencement of the work to its completion the contractor is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the work by fire, storm, rain, traffic, floods or other cause and to hold the department harmless from any claims for injuries to person or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any one in his employee during the execution of the work.

8.19.5 The Engineer-in-charge has the right to curtail or increase the scope of the work and this shall not affect in any way the other provision of the agreement.
8.19.6 The competent authority has the right to split the work in parts without assigning any reason thereto.

8.20. **STORAGE AND ISSUE OF MATERIALS:-**

8.20.1 All materials required for the works are to be arranged by the contractor. These shall be stored by the contractor only at places, in standard profiles and in the manner as approved by the Engineer-in-charge. Storage and safe custody of all materials shall be the sole responsibility of the contractor. Special care should be taken as per relevant specifications for storage of steel, cement etc.

8.21 **DEFECTIVE MATERIALS:-**

8.21.1 Any materials used in the work without prior inspection and testing (where testing is necessary) and without approval of the Engineer-in-charge is/are liable to be considered unauthorised defective and not acceptable. The Engineer-in-charge shall have full powers to order removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not conform in character or quality to samples approved by him.

8.22.2 In case of default on the part of the contractor in removing rejected materials, the Engineer-in-charge shall be at liberty to have them removed by others means at the risk and cost of the contractor.

8.23.3 The Engineer-in-charge shall have full power to order the contractor to acquire other proper material to be substituted for rejected materials and in the event of the contractor’s refusing to comply, the same is to be supplied by other means at the risk and cost of the contractor.

8.24. **QUALITY CONTROL AND TESTING OF MATERIALS:-**

8.24.1 All the materials to be used in the work such as water, sand, coarse aggregate, bricks, water proofing compound/material, cement etc. to get the water proofing work completed in all respects, shall comply with the tests requirements of Engineer-in-charge and shall pass all the tests and analysis required by him or as per specifications as applicable.

8.24.2 The contractor shall at his risk and cost make all arrangements and shall provide all such facilities as the Engineer-in-charge may require for collecting, preparing, forwarding the required number of samples for tests for analysis as per the frequency of test stipulated in the contract specifications or as considered necessary by the Engineer-in-charge. at such time and such places, as directed by the Engineer-in-charge. Nothing extra shall be paid for the above including the cost of materials to be tested.

8.24.3 The contractor or his authorised representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorised representative is not present or does not associate himself, the result of such tests and consequences thereon shall be binding on the contractor. The contractor or his authorised representative shall remain in contract with Engineer-in-charge or his
authorised representative for associating for all such operations. No extra payment or claim whatsoever shall be entertained on this account.

8.24.4 The contractor shall be required to produce samples of all materials to be arranged and procured by him sufficiently in advance to obtain approval of the Engineer-in-charge. Subsequently the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved. In the case of variation in quality, such materials shall be liable to rejection. The rejected material shall be immediately removed from the site of work by the contractor at his own cost. If the contractor fails to remove the rejected materials from the site within 48 hours of their rejection, the Engineer-in-charge shall be authorised to remove the same at the risk and cost of the contractor. No claim financially or otherwise shall be entertained on account of any reason whatsoever.

8.24.5 The contractor at his own expenses shall establish field laboratory with necessary equipment to carry out all mandatory tests at the site of work. The contractor shall be required to provide appliances at site, such as weighing scale, graduated cylinder, standard sieves, thermometers etc. in order to enable the Engineer-in-charge to conduct field tests, whenever required by him to ensure that the quality, its consistence with the prescribed specification and nothing extra shall be paid on this account.

8.24.6 The contractor shall get the water tested with regard to its suitability for use in the works and get written approval from the Engineer-in-charge before he proceeds with the use of same for execution of works. Nothing extra shall be paid to the contractor on this account.

8.24.7 The materials and components to be used in the work shall comply strictly with the tests prescribed herein or where such tests are not laid down in the specifications, with their equivalents of latest issues of the relevant Indian Standards. Any material not fully specified herein, and for which there is no relevant Indian Standard, shall be the best of their kind and to the approval of the Engineer-in-charge, contractor shall at his own expenses, submit to the Engineer-in-charge for approval, samples of any of the materials and components to be used. The quality of materials and components subsequently used in the works shall not be inferior to the approved samples.

8.24.8 The cost of transportation of samples and other incidentals will be borne by contractor, who shall give not less than 7 days notice of all tests in order that the Engineer-in-charge may present. Two copies of all test certificates shall be supplied by the contractor to the Engineer-in-charge for approval immediately after the completion of the tests. Tests certificate shall invariably be supplied to the Engineer-in-charge before the materials or components are used in works, unless the Engineer-in-charge directs otherwise. All materials which are specified to be tested at the manufacture's work shall satisfactorily pass the test before being used in the works.
9. **SPECIAL CONDITIONS FOR CEMENT**

The contractor shall, at his own expense procure and provide all materials including cement and steel required for the work. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of materials and clearance of the same before use in work. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-charge or his authorised representative of the work on receipt of the same at site before use. Contractor has to produce manufactures test certificate for each lot of cement procured at site.

9.1 The contractor shall procure 43 grade (conforming to IS : 269, IS : 8112 or IS:12269) ordinary Portland cement required in the work from reputed manufacturers of cement such as ACC, L & T, J.P. Rewa, Vikram, Laxmi Cement, J.K. Cement, Birla having a production capacity of one million tonnes as approved by Ministry of industry, Government of India and holding licence to use ISI certification mark for their product whose name shall be got approved from Engineer-in-charge. Supply of cement shall be taken in 50 kg bags bearing manufacturer’s name and ISI marking, alongwith manufacturers test certificate for each lot. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the cement for such testing purpose supplied by the contractor does not confirm to the relevant BIS Codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week’s time of written order from the Engineer-in-charge to do so.

9.2 The cement go-down of the capacity to store a minimum of 500 bags of cement shall be constructed by the contractor at site for which no extra payment shall be made. Double lock provision shall be made to the door of the cement go-down. The keys of one lock shall remain with the Engineer-in-charge or his authorised representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement go-down. The contractor shall facilitate the inspection of the cement go-down by the Engineer-in-charge at any time.

9.3 The actual issue and consumption of cement on work shall be regulated and proper accounts / maintained as provided in General Conditions of Contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in General Conditions of contract and shall be governed by the conditions laid therein.

9.4 If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorised variation, nothing extra shall be payable to the contractor on this account. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated in General Conditions of Contract, the cost of quantity of cement not so used shall be recovered from the contractor @ Rs. 5,000/- (Rupees five thousand only) per metric
tonne. Decision of the Engineer-in-charge in this regard of theoretical quantity of cement which should have actually been used as per the schedule and recovered at the rates specified, shall be final and binding on the contractor.

9.5 For non-scheduled items, the decision of the Manager (Civil), DIMTS, regarding theoretical quantity of the cement which should have been actually used, shall be final and binding on the contractor.

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

9.7 In the case contractor brings surplus quantity of cement the same shall be removed from the site after completion of work by the contractor at his own cost after approval of the Engineer-in-charge.

9.8 Cement go-down shall be having weather proof roof and walls and on a proper floor consisting of two layers of dry bricks laid on well consolidated earth at a level at least 30 cm above the ground level. These stacks shall be in rows of two bags deep and 10 bags high with a minimum of 60cm. clear space all around. The bags should be placed horizontally continuous in each line as shown in the sketch given in CPWD specifications – 2009 Vol I & II. The sketch is only for guidance. Actual size/shape of godowns shall be as per site requirement and nothing extra shall be paid on this account.

9.9 Cement register for the cement shall be maintained at site. The account of daily receipts and issue of cement shall be maintained in the register by the authorised representative of the Engineer-in-charge and signed daily by contractor or his authorised agent.

9.10 Cement that is not used within 90 days from its date of manufacture shall be tested at laboratory approved by the Govt. Until the result of such tests are found to be satisfactory, it shall not be used in any work:

10. **ADDITIONAL SPECIFICATIONS:-**

10.1 **General:**

10.1.1 The work in general shall be executed as per the description of the item, additional specifications attached, CPWD specifications 2009 Vol - I to II with upto date correction slips and detailed specifications attached herewith.

10.1.2 In case of any variation between different applicable specifications, the following order of precedence will be followed:-

   (i) Nomenclature of item
   (ii) Additional specifications attached with the tender documents
   (iii) CPWD specifications 2009 Vol - I to II with upto date correction slips
(iv) Relevant I.S specification
(v) Manufacturers specifications
(vi) Direction of Engineer-in-Charge

Several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimension in preference to scale and special conditions & specifications in preference to general conditions & specifications.

10.1.3 The contractor shall be required to produce samples of all the material sufficiently in advance to obtain approval of the Engineer-in-charge. Subsequently the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved. In case of variation, such material shall be liable to rejection.

10.1.4. The contractor shall bring only the in materials which are required for use in the work. These materials shall comply with the requirements as decided by the Engineer-in-charge and shall pass all the tests and analysis required by him as per specifications as applicable or such recognised specifications as acceptable to the Engineer-in-charge.

10.1.5 Wherever any reference to any Indian Standards Specifications occurs in the documents relating to this contract same shall be inclusive of all amendments issued there to or revision there of if any, upto the date of award of work.

10.1.6 Any cement slurry added over surface (or) for continuation of concreting for letter bond is considered to have been included in the item (unless otherwise explicitly stated) and nothing extra shall be payable or extra cement considered in consumption on this account.

10. Rates : The rates shall include the cost of all labour and materials involved in all the operations described above and in nomenclature of the item including any incidental expenditure. Nothing extra shall be payable over and above the accepted rates on any account whatsoever.
11.0 PERFORMA FOR QUOTING REBATE

Name of work: Unit Rate System for Ambedkar Nagar – Delhi Gate BRT Corridor Routine Maintenance and Short Term Improvement

I/We offer an unconditional rebate of _______% (_________ __________________________) on our / my quoted rates in the tender.
(In Words)

Contractor’s Signature
Annexure –I

Deleted
Unit Area Method

1. Work Order issued under this system is followed for one year

2. Major items which are required to be done time and again for maintenance of structures / rates etc are identified and listed and one BOQ prepared.

3. Expression of interest / tenders are quoted from the contractors doing maintenance works where they are asked to quote rates for each item separately.

4. after opening of tenders justification based on market rates is prepared for each item in the BOQ

5. From the comparative statement of the rates quoted by the contractor comparison between justified rates and quoted rates is made.

6. A committee is formed to decide the lowest workable rates for each item which are generally taken as justified market rates and based on this datum line and quoted rates. The workable rates for each item are decided and the rates for each item to be followed during the year are finalized.

7. Probable cost of work is worked out assuming one item each of the BOQ at the quoted rates of the contractor and where the total amount quoted by contractor is less by more than 10% than the amount worked out on the basis of BOQ & justified rates. The offers are rejected & not considered.

8. From the remaining list of contractors the number of contractors required to be empanelled are asked to negotiate and bring their quoted rates at par with the justified rate list prepared by the Department.

9. Depending on nature and amount of work number of contractors required to be put on panel for a particular year is decided by the Committee

10. Once the required number of contractors have consented to carry out works at the common rates work order is given to each of them with specific identification of area of their work.

11. Agencies are fixed - Rates are fixed – now whenever an item of urgent nature up to a specific amount of say Rs. 1,00,000 (or the amount decided by the Committee) is required to be executed at site the empanelled contractor is asked to carry out the work immediately.

12. In case of maintenance works of periodically / regular nature and specific works costing more than Rs. 1,00,000/- estimates are prepared and after approval of head of engineering the contractor is asked to carry out the work.

13. In case of failure of one contractor in completing the work in a stipulated time the same is got completed from other panelled contractor
14. Action for not carrying out work in time is taken as per terms of agreement i.e risk and cost or forfeiture of performance guarantee etc.

15. Periodical bills for each month are submitted by the contractor and after verification by the designated officers payment is made to the contractor by the Department.

16. Generally works amounting to Rs. 25 lac each months totalling with minimum of Rs. 3 crore in a year shall be got carried out in this contract.

(a) In case works amounting to Rs. 3 crores are not executed in a year from the date of issue of work order the time period of 12 months may be extended to the extent that works amounting to Rs. 3 crores are executed under the contract.

(b) However in the event of any specific orders from GNCTD in respect of BRT work the contract may have to be closed before maturity without assigning any reason and agency shall not claim any compensation on account of this premature closure of the contract.
Instructions to Contractors

1. The corridor in charge shall identify the repair work to categories under defect liability period or repair work and give instructions to executing contractor or maintenance contractor accordingly.

2. Contractors are to quote rates for each item separately.

3. Rates quoted shall hold good for one year from date of empanelment and time can be extended further on mutual consent of both the parties i.e DIMTS Ltd and Maintenance contractor.

4. Quantity of work done in a year shall depend on the requirement of repair work at site.

5. In case of items not mentioned above the rates allotted of any Govt. agency in Delhi for such item of work shall hold good.

6. Bills for work done during a month shall be submitted by contractors on the last day of each month.

7. Payment to the bills submitted to DIMTS Ltd shall be made after verification by the BRT Maintenance Manager / DIMTS team.

8. In case work order is issued and work is not carried out within stipulated period by a contractor the same shall be got done at his risk and cost.

9. Work shall be done as per latest CPWD specifications and MORT&H standard specifications and guidelines.
Scope of Work:

1. Every evening all repair works required shall be assessed by the officer in charge of complaint centre and make programme for repairs.

2. The designated complaint officer shall bifurcate the repair work in two parts i.e. defect liability work or maintenance work.

3. Defect liability works shall be reported to the main contractor for rectification.

4. Orders for carrying out repair works shall be given to maintenance contractor.

5. Time allotted for carrying out repair work shall be fixed by the controlling officer depending on the nature of repair.

6. Certificate to the effect that the repair work has been carried out successfully shall be given by controlling officer in the complaint register.

7. The repair work shall be measured by controlling officer.

8. Billing for maintenance works carried out during the month shall be submitted by the maintenance contractor once in a month.

9. The bill submitted shall be verified by the controlling officer and certified for making payments.
# SCHEDULE OF ITEM

Sub: Ambedkar Nagar – Delhi Gate BRT Corridor.
SH: Routine Maintenance and Short Term Improvement for period of one year (2013-2014)

<table>
<thead>
<tr>
<th>S.N o</th>
<th>Description of Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate (in Rs.)</th>
<th>Amount (in Rs.)</th>
<th>Remark s</th>
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<tbody>
<tr>
<td><strong>CIVIL WORK</strong></td>
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<tr>
<td>1</td>
<td>Earth work in excavation over areas (exceeding 30 cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead up to 50m and lift up to 1.5m, disposed earth a) All kinds of soil</td>
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<td>2</td>
<td>Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth; consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m</td>
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<td>3</td>
<td>Supplying and filling in plinth with Jamuna sand under floors including, watering, ramming consolidating and dressing complete</td>
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<td>4</td>
<td>Repairing &amp; refixing the damaged road fixtures including excavation for foundation and resetting / refixing in Cement concrete 1:2:4 (1 cement :2 coarse sand :4 graded stone aggregate 20 mm nominal size) complete as directed by Engineer-in-Charge</td>
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<td>a</td>
<td>Single legged Road signs of all types (excluding overhead signs)</td>
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<td>Each</td>
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<td>b</td>
<td>Double legged Road signs of all types (excluding overhead sings) and dis-located M.S. Railings</td>
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<td>c</td>
<td>Delineators of all types</td>
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<td>5</td>
<td>Collection of malba from the places in Tata 407/Tata 410 or equivalent as directed by Engineer - in -Charge and disposal of the same at places decided by the local bodies on day -today basis with all leads &amp;lifts</td>
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<td>Tem -po-days</td>
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<td>6</td>
<td>Removal of water logging by deploying pumps at site including labour,fuel,materials for pumps,cartage of pump etc. complete as directed by Engineer -in -Charge</td>
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<td>Description</td>
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<tr>
<td>7</td>
<td>Carrying out repairs to all types of M.S. Railings in the right of way including taking out the same, resetting in cement concrete 1:2:4 (1 cement :2 coarse sand : 4: graded stone aggregate 20 mm nominal size) including addition of new structural members up to 10% of total weight of each railing, re-fixing necessary welding etc including carriage to work shop &amp; back complete as per direction of the Engineer-in-Charge</td>
<td>Each</td>
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<td>8</td>
<td>Carrying out repairs to pot holes and perform necessary patching to existing bituminous main carriageway / service road by using bitumen emulsion (medium setting) complying with IS:8887 - 1995 and conforming to Clause 3004 of MORTH specification 4th Revision 2001 or as per the directions of Engineer-in-Charge.</td>
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<tr>
<td>a</td>
<td>Repairs to pot-holes on main carriageway / services road up to 100 mm depth</td>
<td>Sqm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Repairs to pot-holes on main carriageway/service road of more than 100 mm depth</td>
<td>Sqm</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>9</td>
<td>Providing and filling the pot holes with ready mix bitumen &quot;SHELMAC PR&quot; premix or equivalent for filling of potholes instant repair of road including cleaning, removing of loose material and diversion of traffic etc. complete &amp; disposal of malba as per direction of Engineer-in-Charge</td>
<td>Bag</td>
<td>50 Kg each</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>RE-fixing of inter locking paver blocks after dismantling the damaged footpath and making good the same to match with the existing one including preparation of base, providing and laying 75 mm thick (compacted) bed of brick aggregate 40 mm nominal size grouted with Jamuna sand @ 0.06 cum per 10 sqm re-fixing the cement concrete inter-locking paver blocks (received from dismantling), laid in required</td>
<td>Sqm</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Km-month</td>
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<tr>
<td>11</td>
<td>Providing services of mason including arranging the necessary materials to carryout day to day repairs to various civil works which are of petty nature and generally unsusceptible to measurement including re-fixing of dislocated old kerb stone, complete as per the direction of the Engineer-in-Charge. (Minimum one mason along with one beldar to be deployed on daily basis for every 2.00 km length of road and part thereof for all cement and masonry repair upto 2sqm or 3 mtr length as a particular location).</td>
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<tr>
<td>12</td>
<td>Replacing the damaged / missing Man-hole / gully chamber / drain covers with new ones as directed by the Engineer-in-Charge.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>SFRC man-hole cover up to 560 mm dia (H.D) without frame</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>SFRC man-hole cover up to 560 mm dia (H.D) with frame</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>SFRC Drain Cover (100 mm thick)</td>
<td>Sqm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>SFRC Drain Cover (80 mm thick)</td>
<td>Sqm</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>e</td>
<td>600 x 600 mm SFRC cover 60 mm thick</td>
<td>each</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>f</td>
<td>500 x 500 x 50 mm SFRC covers for electrical chambers</td>
<td>each</td>
<td></td>
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</tr>
<tr>
<td>13</td>
<td>Providing orange colour safety foot rest of minimum 6 mm thick plastic encapsulated as per IS : 10910 on 12mm dia steel bar conforming to IS : 1786 having minimum cross section as 23 mmx25mm and over all minimum length 263 mm and width as 165mm with minimum 112 mm space between protruded legs having 2 mm tread on top surface by ribbing or chequering besides necessary and adequate anchoring projections on tail length on 138 mm as per standard drawing and suitable to with stand the bend test and chemical resistance test as per specifications and having manufacture's permanent identification mark to be visible even</td>
<td>each</td>
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<tr>
<td><strong>after fixing, including fixing in</strong>&lt;br&gt;<strong>manholes with 30x20x15 cm cement concrete block 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) complete as per design.</strong></td>
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<tr>
<td><strong>14</strong> Providing and fixing in position pre-cast R.C.C. manhole cover and frame of required shape and approved quality</td>
<td>each</td>
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<tr>
<td><strong>L D- 2.5</strong></td>
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<tr>
<td>Rectangular shape 600x450mm internal dimensions</td>
<td>each</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Square shape 450mm internal dimensions</td>
<td>each</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Circular shape 450mm internal diameter</td>
<td>each</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>M D - 10</strong></td>
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<tr>
<td>Square shape 450mm internal dimension</td>
<td>each</td>
<td></td>
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<tr>
<td>Circular shape 500mm internal diameter</td>
<td>each</td>
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<tr>
<td><strong>H D - 20</strong></td>
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<tr>
<td>Circular shape 560 mm internal diameter</td>
<td>each</td>
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<tr>
<td><strong>EHD - 35</strong></td>
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<tr>
<td>Circular shape 560 mm internal dia.</td>
<td>each</td>
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<tr>
<td><strong>15</strong> Repair to all types of damaged brick / brick tile / stone masonry work in superstructure / substructure of all existing works including dismantling the damaged portion and reconstructing to match with existing pattern without causing any damage to the structure as directed by the Engineer-in-Charge</td>
<td>Cum</td>
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<tr>
<td><strong>16</strong> RE-fixing of old available tiles (RCC/CC/Chequered etc) in footpath after dismantling the damaged footpath and making good the same to match with the existing one including preparation of base, refixing of old available tiles (RCC/CC/Chequered etc) jointed with cement mortar 1:3 (1 cement : 3 Coarse sand) / cement slurry including rubbing and cleaning if required laid on 20 mm average thick bed of cement mortar 1:5 (1 cement :5 coarse sand) and removal of rubbish / malba to all leads and lifts complete as per direction of Engineer-in-Charge</td>
<td>Sqm</td>
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<td></td>
<td>Description</td>
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<tr>
<td>17</td>
<td>Providing and making good 30 cm wide kerb channel with 75 mm thick (average) cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) over the existing base course including cleaning the base, cutting the bituminous road edges, finishing the surface smooth etc. complete as per directions of the Engineer-in-Charge.</td>
<td>Sqm</td>
<td></td>
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<tr>
<td>18</td>
<td>Providing and laying in position cement concrete of specified grade excluding the cost of centring &amp; shuttering - all work up to plinth level.</td>
<td>Cum</td>
<td></td>
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<tr>
<td>a</td>
<td>1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)</td>
<td>Cum</td>
<td></td>
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<tr>
<td>19</td>
<td>Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns piers, abutment, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills fillets etc, up to plinth level, including the cost of centring, shuttering and finishing</td>
<td>Cum</td>
<td></td>
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<tr>
<td>a</td>
<td>1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)</td>
<td>Cum</td>
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<tr>
<td>20</td>
<td>Reinforcement for R.C.C work including straightening, cutting, bending, placing in position and binding all complete</td>
<td>Kg</td>
<td></td>
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<tr>
<td></td>
<td>Thermo - Mechanically Treated bars</td>
<td>Kg</td>
<td></td>
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<tr>
<td>21</td>
<td>Reinforced cement concrete work in beams, suspended floors, roofs having slope upto 15, landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases upto floor five level including the cost of centring, shuttering, finishing but excluding reinforcement with 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)</td>
<td>Cum</td>
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<tr>
<td>22</td>
<td>Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sqm and under including cutting the patch in proper shape and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within</td>
<td>Cum</td>
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<tr>
<td><strong>50 meters lead</strong></td>
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<tr>
<td>a</td>
<td>With cement mortar 1:4 (1 cement : 4 coarse sand)</td>
<td>Sqm</td>
<td></td>
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<tr>
<td>23</td>
<td>Replacing damaged / choked non-pressure NP2 class (light duty) R.C.C pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc complete</td>
<td></td>
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<tr>
<td>a</td>
<td>250 mm dia to 500 mm dia R.C.C. pipe</td>
<td>Metre</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>b</td>
<td>600 mm dia to 900 mm dia R.C.C. pipe</td>
<td>Metre</td>
<td></td>
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<tr>
<td>24</td>
<td>Surface dressing of the areas including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish for all leads and lifts</td>
<td></td>
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</tr>
<tr>
<td>a</td>
<td>All kinds of soil</td>
<td>Sqm</td>
<td></td>
<td></td>
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<tr>
<td>25</td>
<td>Painting one or more coats with First Quality synthetic enamel paint of approved brand &amp; manufacture of required colour to give an even shade complete in all respects as per direction of Engineer-in-Charge</td>
<td></td>
<td></td>
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<tr>
<td>a</td>
<td>Kerb stones on central verge, footpaths, side walks etc in specified pattern of black / white/yellow colour</td>
<td>Sqm</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>b</td>
<td>Railings / Fencings within ROW</td>
<td>Sqm</td>
<td></td>
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<tr>
<td>26</td>
<td>Painting overhead signage board one or more coats on old work with synthetic enamel paint of approved brand &amp; manufacture of required colour to give an even shade using Sky lift (Tower Wagan) including making all safety arrangement complete as per direction of Engineer-in-Charge</td>
<td></td>
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<tr>
<td>a</td>
<td>Overhead Signage full span</td>
<td>Each</td>
<td></td>
<td></td>
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<tr>
<td>b</td>
<td>Half span over head signage / cantilever signage</td>
<td>Each</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>27</td>
<td>Finishing walls with water proofing cement paint of approved brand and manufacture and of required shade to give an even shade as directed by Engineer-in-Charge</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>a</td>
<td>Old work (one or more coats)</td>
<td>Sqm</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>28</td>
<td>Providing and applying 2.5mm thick road marking strips (retro-reflective) of specified shade/colour using hot thermoplastic material by fully/semi automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&amp;P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.</td>
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<tr>
<td>(a)</td>
<td>Lane / centre line/ edge line / transverse marking and any other markings, continuous or broken.</td>
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<tr>
<td>(b)</td>
<td>Directional arrows, lettering etc as per Drg. No. 61 of MOST type &quot;Design for inter-sections on National Highways&quot;.</td>
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<tr>
<td>(c)</td>
<td>Zebra crossings &amp; Cycle track (crossing, start, end) markings.</td>
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<tr>
<td>(d)</td>
<td>Stop line, word messages, give way line &amp; symbol messages and IPT/Parking stands</td>
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<tr>
<td>29</td>
<td>White washing with lime to give an even shade</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>a</td>
<td>New work (two or more coats)</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>b</td>
<td>Old work (one or more coats)</td>
<td></td>
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<tr>
<td>c</td>
<td>Distempering with oil bound washable distemper of approved brand</td>
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<tr>
<td>d</td>
<td>Old work (one or more coats)</td>
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<tr>
<td>30</td>
<td>Sealing of cracks with rubberised bitumen @ 9kg per 10 sqm of road, spreading the same with rubber squeeze for sealing the cracks properly and binding the surface uniformity with 6.3 mm size stone aggregate (passing through IS sieve 10 mm retain of IS sieve 2.3 mm) @ 0.090 cum per 10 sqm and consolidating with power road roller 8 to 10 tonne capacity as per direction of Engineer-in-Charge</td>
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<tr>
<td>31</td>
<td>Providing and applying tack coat using bitumen emulsion conforming to IS: 8887, using emulsion pressure distributor including preparing the surface &amp; cleaning with mechanical broom.</td>
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<tr>
<td>No.</td>
<td>Description</td>
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<tr>
<td>32</td>
<td>Providing and laying Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge.</td>
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<tr>
<td>a</td>
<td>40/50 mm compacted thickness with bitumen of grade VG-30 @5.5% (percentage by weight of total mix) and lime filler @ 3% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.</td>
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<tr>
<td>33</td>
<td>Providing and laying Dense Graded Bituminous Macadam using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specificatons and directions of Engineer-in-Charge.</td>
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<tr>
<td>a</td>
<td>50 to 100 mm average compacted thickness with bitumen of grade VG-30 @5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.</td>
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<td>34</td>
<td>Providing treatment to bleeding bituminous surface at locations of their occurrence by uniform spreading of 5.6 mm Size stone aggargate @5 K/Sqm. Pre-heated to 155° -163°C property rolled complete in all respects as directed by Engineer-in-Charge</td>
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<tr>
<td>35</td>
<td>Sealing of joints of the old existing mastic stone after cleaning and cleaning for proper sealing with</td>
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</tbody>
</table>

[39]
<p>| CRMB-55 as per the direction of Engineer-in-Charge. |
|---|---|
| <strong>36</strong> Providing &amp; fixing CC interlocking paver blocks after dismantling the damaged footpath and making good the same to match with the existing one including preparation of base, providing and laying 75mm thick (compacted) bed of brick aggregate, 40mm nominal size grouted with Jamuna sand @0.06 Cum. per 10 Sqm, providing and fixing 60mm thick pre-cast cement concrete interlocking paver blocks of M-30 grade manufactured as per applicable specifications and including 50mm (average) thick compacted bed to their full depth, disposal of malba to all leads and lifts etc, complete as per direction of Engineer-in-Charge. | Sqm |
| <strong>37</strong> Providing &amp; laying premium glazed anti-skid multi-colour CC interlocking paver blocks after dismantling the damaged footpath and making good the same to match with the existing one including preparation of base, providing and laying 75mm thick (compacted) bed of brick aggregate, 40mm nominal size grouted with Jamuna sand @0.06 cum. per 10 sqm, providing &amp; laying premium glazed anti moulded and corner chamfered interlocking paver blocks of M-30 grade as per approved design/shape and manufacturer such as TERRA FIRMA or equivalent, including 50mm (average) thick compacted bed specified graded sand, filling the joints with pavement with cement mortar 1:3 (1 cement : 3 coarse sand) mixed with matching pigment, disposal of malba to all leads and lifts etc, complete as per direction of Engineer-in-Charge. | Sqm |</p>
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>Providing &amp; fixing 50mm thick RCC/CC footpath tiles of M-20 mix after dismantling the damaged footpath and making good the same to match with the existing one including preparation of base, providing and laying 75mm thick (compacted) bed of brick aggregate 40mm nominal size grouted with Jamunna sand @ 0.06 cum per 10 sqm. Providing &amp; fixing factory made RCC/CC footpath tiles of M-20 mix including setting in position to the required line and level over a bed of 20mm (average) thick cement mortar 1:5 (1 cement : 5 coarse sand), filling the joints with same mortar to their full depth (thickness of joint shall not be more than 10mm with or without groove), disposal of malba to all leads and lifts etc. complete as per direction of Engineer-in-Charge.</td>
<td>Sqm</td>
</tr>
<tr>
<td>39</td>
<td>Providing &amp; laying cement concrete 1:1.5:3 after dismantling the damaged footpath and making good the same to match with the existing one including preparation of base, providing and laying 100mm thick cement concrete 1:1.5:3 (1 cement:1.5 coarse sand:3 graded aggregate 20mm nominal size) over a bed of 75mm thick cement concrete 1:5:10 (1 cement:5 coarse sand:10 graded stone aggregate 40mm nominal size), disposal of malba to all leads and lifts etc. complete as per direction of Engineer-in-Charge.</td>
<td>Sqm</td>
</tr>
<tr>
<td>40</td>
<td>Providing &amp; fixing chequered tiles after dismantling the damaged footpath and making good the same to match with the existing one including preparation of base, providing and laying 75mm thick (compacted) bed of brick aggregate 40mm nominal size grouted with Jamuna sand @ 0.06 cum per 10 sqm, providing and fixing factory made with chequered tiles including setting in position to the required line and level over a bed of 20mm (average) thick cement mortar 1:5 (1 cement : 5 coarse sand), filling the joints with cement mortar 1:3 (1 cement : 3 coarse sand) to their full depth (thickness of joint shall not be more than 10mm with or without groove), disposal of malba to all leads and lifts etc. complete as per direction of Engineer-in-Charge.</td>
<td>Sqm</td>
</tr>
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groove), disposal of malba to all leads and lifts etc. complete as per direction of Engineer-in-Charge.

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<tbody>
<tr>
<td>41</td>
<td>Providing, painting, lettering &amp; fixing of RCC name patti including dismantling of the damaged/old ones as per the direction of Engineer-in-Charge.</td>
</tr>
<tr>
<td>a</td>
<td>One directional RCC flat name patti without post of approved design &amp; shape including necessary lettering all complete.</td>
</tr>
<tr>
<td>b</td>
<td>Two directional RCC flat name patti without post of approved design &amp; shape including necessary lettering all complete.</td>
</tr>
</tbody>
</table>

| 42 | Finishing walls with water proofing cement paint "snowcwm-Plus" of M/s Snowcem India Ltd. or equivalent of required shade. |
| a | New work two or more coats applied (@3.84 Kg/10 sqm)) | Sqm |
| 43 | 12 mm /15mm cement plaster of mix 1:4 | Sqm |
| a | Neat cement punning | Sqm |

| 45 | Providing & fixing MS damaged railing within ROW to match with the existing ones including foundation concrete 1:2:4 (1 Cement : 2 Coarse sand: 4 graded stone aggregate 20mm nominal size) of minimum size 30x30x30cm and jplanting with 1st quality synthetic enamel paint of approved brand and manufacture in two coats over a primer coat etc. all complete as per directions of the Engineer-in-Charge. |

| 46 | Removing damaged stainless steel railing from BQS on the BRT Corridor, cartage of the removed railing, removing the distorted and irreparable members and replacing the same with same size & specification (new members to be payable separately) re-assembling the entire railing with proper welding, grinding, polishing etc complete as per directions of Engineer-in-Charge, carting the same to be original locations of BQS, fixing in firm position complete as per directions of the Engineer-in-Charge. |

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[42]
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
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<tbody>
<tr>
<td>47</td>
<td>Providing and replacing steel sections of the same size, shape and specifications as of the old member, for stainless steel railing at BQS on the BRT Corridor Ambedkar Nagar to Moolchand, including cartage etc all completed.</td>
<td>kg</td>
</tr>
<tr>
<td>48</td>
<td>Providing and fixing of 10 mm thick poly carbonate multilevel sheet of bronze colour minimum of 35% light transmission and 55% solar transmission. Lexan Thermoclear sheet LTD 10/2 Rs. 1700 (bronze) from GE structured product of equilant</td>
<td>Sqm</td>
</tr>
<tr>
<td>49</td>
<td>Complete assembly with rubber gasket of jointing profile for plycarbonate sheet</td>
<td>m</td>
</tr>
<tr>
<td>50</td>
<td>Refixing the stainless steel railing on the platform at BQS on BRT Corridor by stainless steel dash fastners of size 12 mm dia, 125 mm long, refiling the holes with appxoy adhesives, insertion of chemical etc to fix the railing member rigid and firmly in position complete as per directions of the Engineer-in-Charge.</td>
<td>nos.</td>
</tr>
<tr>
<td>51</td>
<td>Providing and laying bitumen mastic wearing course (as per specifications) with industrial bitumen of grade 85/25 conforming to IS : 702 prepared by using mastic cooker and laid to required level and slope including providing antiskid surface with bitumen precoated fine grained hard stone chipping of approved size at the rate of 0.005 cum per 10 sqm and at approximates spacing of 10 cm centre to centre in both directions, pressed into surface protruding 1 mm to 4 mm over mastic surface, including cleaning the surface, removal of debris etc all complete (considering bitumen using 10.2% as per MORTH specification)</td>
<td>sqm</td>
</tr>
<tr>
<td>a</td>
<td>25 mm thick</td>
<td>sqm</td>
</tr>
<tr>
<td>b</td>
<td>40 mm thick</td>
<td>sqm</td>
</tr>
<tr>
<td>52</td>
<td>Providing and laying rectified Glazed Ceramic floor tiles 300x300 mm or more (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours white, ivory, grey, fume, red brown, laid on 20 mm thick</td>
<td>sqm</td>
</tr>
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<td>---</td>
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</tr>
<tr>
<td>53</td>
<td>Providing and fixing of steam cured precast cement concrete dotted tactile of size 300 x 300 x 50 mm, manufactured by using M-30 grade of concrete &amp; with top surface in yellow colour and top surface will have 16 nos. flat top domes of 22.5 mm dia x 5 mm thickness &amp; manufactured by vibro compaction process &amp; using jointless FRP moulds, so as to achieve shuttering finish.</td>
<td>Sqm</td>
</tr>
<tr>
<td>54</td>
<td>Supplying and fixing flexible road safety cones of 385 mm x 385 mm square base and 750 mm height made of low density polyethylene, red colour with reflectivity 1 no and white colour reflective sleeve of 175 mm width of standard make and design</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a Standard base weighing 1200 g each</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b Heavy base weighing 4200 g each</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>Any other item not covered through itemised rates in the preceeding sections, based on DSR 2012</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ROAD PROPERTY MANAGEMENT</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Providing by following vehicle with driver full time for the use of engineer and staff including fuel and mainenance of vehicle as per specification no. 124 in case of breakdown or during maintenance of vehicle the contractor shall made arrangement for providing an alternative vehicles.</td>
<td>36 5 days</td>
</tr>
<tr>
<td></td>
<td>a Indica or similar type model not earlier than 2011 vehicle with seating capacity of not less than 5 persons (including driver)</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Removal of banners, posters, hoardings, wall writings &amp; other Items / articles defacing the public property within the ROW by scapping &amp; washing and also by painting, white washing to bring to match with the exiting surface &amp; as per direction of Engineer-in-Charge.</td>
<td>Km-month</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>58</td>
<td>Replacing existing plastic spring posts including removing the damaged posts and replacing the same with same quality spring post as per direction of Engineer-in-Charge</td>
<td>Each</td>
</tr>
<tr>
<td>59</td>
<td>Replacing existing solar suds including removing the damaged stud and replacing the same with same quality solar studs as per direction of Engineer-in-Charge</td>
<td>Each</td>
</tr>
<tr>
<td>60</td>
<td>Replacing existing Cat eye including removing the damaged cat eye and replacing the same with same quality cat eye as per direction of Engineer-in-Charge</td>
<td>Each</td>
</tr>
<tr>
<td>61</td>
<td>Replacing existing solar blinker poles including removing the damaged pole and replacing the same with same quality solar blinker poles as per direction of Engineer-in-Charge</td>
<td>Each</td>
</tr>
<tr>
<td>62</td>
<td>Replacing existing speed breakers including removing the damaged speed breakers and replacing the same with same quality speed breakers as per direction of Engineer-in-Charge</td>
<td>RMT</td>
</tr>
<tr>
<td>63</td>
<td>Replacing existing Road delineater including removing the damaged road delineater and replacing the same with same quality road delineater as per direction of Engineer-in-Charge</td>
<td>Each</td>
</tr>
<tr>
<td>64</td>
<td>Replacing existing CC bollards including removing the damaged bollards and replacing the same with same quality CC bollards as per direction of Engineer-in-Charge</td>
<td>Each</td>
</tr>
<tr>
<td>a</td>
<td>150 mm dia x 950 mm height</td>
<td>Each</td>
</tr>
<tr>
<td>b</td>
<td>450 mm dia x 300 mm height</td>
<td>Each</td>
</tr>
</tbody>
</table>
Sub: Ambedkar Nagar – Delhi Gate BRT Corridor.

Sub Head: Routine Maintenance and Short Term Improvement for a period of one year (2013-14) - Unit Rate System

VOLUME- II
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 uncommenced 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.

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

Clause.4 – 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
require removal of or sell contractor’s plant 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 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 10th 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-2012. 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.

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.

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).’

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.

**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 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.

**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 reinstated 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.
**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.
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.

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).

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.

Clause 13. – If at any time after the commencement of the work DIMTS 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.

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 of, as the case may be, at the risk and expense in all respects of the contractor.

Clause 15. – All works under or in course of execution or executed in pursuance of the contractor 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.

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.

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
imperfections for 12 months after certificate (Defect liability period).

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.

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. 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

Clause 20-A. – In every case in which by virtue of the provision of section
for payment of compensation to injured workman or in case of death, to his relation.

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

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.

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.

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.
reference to actual loss.

Deductions of amounts due to Delhi Integrated Multi-Modal Transit System Ltd. on any account whatsoever to be permissible from sums payable to a contractor

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.

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.

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

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.

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

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 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-2012.
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 therein.

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 Engineer-in-Chief, Delhi Integrated Multi-Modal Transit System Ltd.,
Schedule showing (approximately) material to be supplied from the DIMTS Ltd. Stores for work contracted to be executed and the rates at which they are to be charged for

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Rates at which the material will be charged to the Contractor</th>
<th>Place of delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Units</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

- ---------------------------       ------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-in-charge within ten days of the completion of the work. The Engineer-in-Charge shall by a notice in writing advice 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-2012. 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 being 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 the 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/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 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.

18. In some cases, it may not be possible to execute the work in day time and such work would have to be executed during night time. However, no extra rate or payment would be allowed for working in night or odd hours. Payment would be made only for the actual quantities of the finished items of the work executed.

19. The work is to be executed on very busy corridor with heavy and dense traffic density. The contractor would be responsible to take all necessary precautionary measures to ensure safety and security of the life & property of all the workmen as well as the general public, commuting on the corridor.
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. 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 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 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 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 2012 edition with upto date correction slips.

3. The competent authority on behalf of DIMTS 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 - 2012 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 - 2012 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 Engineering-Charge's stores in accordance with Clause 10 thereof) is decreased, Government shall in respect of these materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of Cement and/or Steel reinforcement bars as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and/or steel reinforcement bars issued under authority of Director General (Works) CPWD.

The increase/decrease in prices shall be determined by the All India Wholesale Price Index.
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:

\[ V_c = P_c \times Q_c \times \frac{C_i - C_{i0}}{C_{i0}} \]

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.
- \( C_{i0} \) = 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.
- \( C_i \) = All India Wholesale Price Index for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

\[ V_s = P_s \times Q_s \times \frac{S_i - S_{i0}}{S_{i0}} \]

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).
- \( S_{i0} \) = 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.


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


xv) Inter – State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979.


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 though 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 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;

eviii. 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 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 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 (46th 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 Engineer-in-Chief (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 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 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 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 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 Engineer-in-Chief, whose decision shall be final and binding both with regard to the justification and quantum and be binding on the contractor. This decision of Engineer-in-Chief will not be open to any arbitration/litigation. However, the Engineer-in-Chief, 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 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 – 2002 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 – 2002 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 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 each Diameter = 2% plus/minus

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 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., 1st 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 Upgradation of Maharana Pratap ISBT, Kashmere Gate, Delhi. (Sub Head : Water Proofing treatment of terrace and expansion joints, through Notice for “Invitation to Tender” dated by DIMTS (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 obligor 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 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 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 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 in this regard shall be final and binding on us, notwithstanding any differences between DIMTS and the said Bidder and/or any dispute between DIMTS and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.

5. DIMTS 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 and the bank shall not be released from its liability under these presents by any exercise by DIMTS 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 or any indulgence by DIMTS 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 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
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 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 _________ 2013.

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 forebear 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 ____________________2013.
For__________________________________________________

(Indicate the name of Bank)

(Authorized Signatory
With Bank’s Seal)
# LIST OF MANDATORY TEST

<table>
<thead>
<tr>
<th>S.No</th>
<th>MATERIAL</th>
<th>TEST</th>
<th>Test code</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Water</td>
<td>1. P.H. Value</td>
<td>IS 3025-1986</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Limit of acidity.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Limit of alkalinity</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Percentage of solids</td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>Fine aggregate</td>
<td>1. Test for Organic impurities.</td>
<td>IS 383-1970 and IS 2386-1963</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Test for particle size fine</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Test for silt content</td>
<td>IS 2116-1980 and IS1542-1992</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Bulking of fine aggregate.</td>
<td></td>
</tr>
<tr>
<td>III</td>
<td>Course Aggregate (Stone</td>
<td>1. % age of deleterious material.</td>
<td>IS 383-1970 IS-2386-1963, (Part-I &amp;II)</td>
</tr>
<tr>
<td></td>
<td>aggregate.)</td>
<td>2. Particle Size Distribution</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Crushing value and soundness.</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>4. Estimation of organic impurities</td>
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<td></td>
<td></td>
<td>5. Surface moisture</td>
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<td></td>
<td></td>
<td>6. Determination of 10% fine values</td>
<td></td>
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<td></td>
<td></td>
<td>7. Specified gravity</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>9. Aggregate impact value.</td>
<td></td>
</tr>
<tr>
<td>IV</td>
<td>Brick/Brick tiles.</td>
<td>1. Test of dimensions of brick.</td>
<td>IS-1077-1992</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4) Compressive strength of bricks.</td>
<td>IS-3495 Part-I- (1992)</td>
</tr>
<tr>
<td>S.No</td>
<td>MATERIAL</td>
<td>TEST</td>
<td>Test code</td>
</tr>
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<td>------------------------------------------------</td>
</tr>
<tr>
<td>VII.</td>
<td>Cement</td>
<td>1. Physical requirement</td>
<td>IS-4031-(Part-II to VI)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Fineness</td>
<td>IS-8112-1989</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Soundness</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Setting time (Initial and final)</td>
<td></td>
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<td></td>
<td></td>
<td>d) Consistency of standard cement paste</td>
<td></td>
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<td></td>
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<td>e) Compressive strength</td>
<td></td>
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<tr>
<td>III.</td>
<td>Water Proofing materials</td>
<td>As per mandatory requirements</td>
<td>As applicable for the relevant material.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>given in CPWD specifications and relevant IS code.</td>
<td></td>
</tr>
</tbody>
</table>

**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.
## APPENDIX TO BID

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Items</th>
<th>Conditions of Contract</th>
<th>Particular Condition for this Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Determination of market rates</td>
<td>A II(viii)</td>
<td>Contractor’s profit and overheads @ 15% shall be applied while determining market rates on the basis of cost of material &amp; labour at site</td>
</tr>
<tr>
<td>2</td>
<td>Performance Guarantee</td>
<td>1.1</td>
<td>Performance guarantee to be submitted within 14 days from the date of issue of letter of acceptance</td>
</tr>
<tr>
<td>3</td>
<td>Performance Guarantee</td>
<td>1.1</td>
<td>Maximum allowed extension beyond the period specified in S. No. 2 above : 3 days</td>
</tr>
<tr>
<td>4</td>
<td>Compensation for Delay</td>
<td>3</td>
<td>Authority for deciding compensation for delay : MD &amp; CEO, DIMTS Ltd</td>
</tr>
<tr>
<td>5</td>
<td>Milestones to be achieved during execution</td>
<td>3</td>
<td>No intermediate milestones. Work to be completed within the stipulated period as per contract</td>
</tr>
<tr>
<td>6</td>
<td>Incentive for early completion</td>
<td>4</td>
<td>The provisions of clause 4 of GCC shall not be applicable for this contract.</td>
</tr>
</tbody>
</table>
| 7      | Time and Extension for delay | 8                      | Time allowed for execution of works 12 months  
Date of commencement of works: 10 days from the date of issue of Letter of Acceptance |
<p>| 8      | Milestones to be achieved during execution | 8.1                   | No intermediate milestones. Work to be completed within the stipulated period as per contract |
| 9      | Payment on Intermediate Certificate | 11                   | As per work done. |
| 10     | Mobilization advance       | 18.2                   | Will be provided on fulfillment of all conditions stipulated in contract in this regard |
| 11     | Plant, Machinery &amp;         | 18.3                   | Not to be provided. |</p>
<table>
<thead>
<tr>
<th>Shuttering Material Advance</th>
<th>21</th>
<th>Provisions of this clause shall not be applicable as the stipulated period of completion is less than 18 months</th>
</tr>
</thead>
</table>
| 12 Payment due to Increase/Decrease in prices/wages after receipt of tender for works | 24.4 & 24.5 | Schedule of Items:  
  i. The quantities of items shown in schedule of Item are approximate, and liable to vary during the actual execution of the Work. Some items / group of items may have to be altered, added or omitted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by DIMTS irrespective of the magnitude of variations including additions, alternations or omissions in the Schedule of Items (SOI), individual items specified in the Bill of Quantities.  
  ii. Variations in individual SOI items shall be paid at SOI rates except in the situation as provided for below:  
    If the quantum of variation in any SOI item is such that, in the opinion of DIMTS/Contractor , the rate in the contract for any SOI item, by reason of such variation, is rendered inappropriate, then, after due Consultation by Engineer with the Employer and Contractor, a suitable revised rate shall be agreed upon between Contractor & DIMTS. In the event of disagreement, DIMTS shall fix such other revised rate as in his opinion, appropriate and shall notify the Contractor accordingly and the same shall be binding on Contractor.  
    However, the provisions of this clause shall be subject to following:  
    (a) No change in the rate for any item contained in SOI shall be considered in case of any decrease in the actual quantity of work executed. Similarly, in case of deletion of a particular SOI item or a group of SOI items, no claim for loss of profit or revision of rates of any other SOI item shall be considered. |
In case of positive variation in any SOI item, the change in the rate of SOI item shall be effected only if the total actual quantity executed is more than 1.25 times the SOI quantity and also the amount of variation beyond SOI quantity is more than 2% of contract value (calculated as per SOI rate)(both the conditions to be satisfied). In case this condition is satisfied, the revised rate shall be applicable only to the quantities exceeding 1.25 times SOI quantity.

Schedule-B of Schedule of Items:
Irrespective of the quantum of work involved, the works shall be executed and paid for as per the percentage above/below/at par rates quoted by Contractor and no rate revision shall be affected in any case.

<p>| | | |</p>
<table>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>14</strong> Suspension of work - Compensation for loss suffered by Contractor on account of delay in supply of materials by Employer</td>
<td>27(iii)</td>
<td>No material shall be supplied by DIMTS</td>
</tr>
<tr>
<td><strong>15</strong> Action in case work not done as per specifications- Authority to accept work at reduced rates</td>
<td>28</td>
<td>MD &amp; CEO, DIMTS Ltd.</td>
</tr>
<tr>
<td><strong>16</strong> Defects Liability Period</td>
<td>29</td>
<td>For 03 months(90 days) after completion of works</td>
</tr>
<tr>
<td><strong>17</strong> Contractor’s Superintendence, Supervision, Technical Staff &amp; Employees</td>
<td>47(i)</td>
<td>Minimum requirement, of technical representatives, their qualification &amp; experience are as given in Form T-4 of Instructions to Bidders</td>
</tr>
<tr>
<td></td>
<td>47(ii)</td>
<td>Not applicable.</td>
</tr>
</tbody>
</table>

Signature & Company Seal
Date ............
Name .................
Place .................
Address .................