



Delhi Integrated Multi Modal Transit System Ltd.
(A Joint Venture of Govt. of Delhi & IDFC Ltd.)

Subject: Implementation of BRT Corridor from Ambedkar Nagar to Delhi Gate,

Sub Head: Repairs to depressions and rough patches in the bituminous road surface from Ambedkar Nagar to Delhi Gate on BRT Corridor.

BID DOCUMENTS

Volume 1

- Part-1 :** Invitation for Bid (IFB)
- Part-2 :** Instructions to Bidders (ITB)
- Part-3 :** General Conditions of Contract (GCC)
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Delhi Integrated Multi-Modal Transit System Ltd.
(A Joint Venture of Government of Delhi & IDFC Ltd.)

**1st Floor, Maharana Pratap Inter State Bus Terminus,
Kashmere Gate, Delhi-110006**

BID DOCUMENT

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BID DOCUMENTS

VOLUME 1

Part 1: INVITATION FOR BID

Delhi Integrated Multi Modal Transit System Ltd.

(A Joint Venture of Government of Delhi & IDFC Ltd.)

**1st Floor, Maharana Pratap Inter State Bus Terminus,
Kashmere Gate, Delhi-110006**

Invitation for Bid (IFB)

1. Delhi Integrated Multi-Modal Transit System Limited (hereinafter called DIMTS/Employer) has been entrusted with the responsibility for Implementation of BRT Corridor Project from Ambedkar Nagar to Delhi Gate. DIMTS on behalf of Transport Department, Government of NCT of Delhi, invites sealed bids from eligible / competent Bidders with sound technical and financial capabilities and meeting the eligibility criteria under single stage two envelope bidding system for Implementation of BRT Corridor Project from Ambedkar Nagar to Delhi Gate, Sub Head: Proving & Laying of Bituminous Macadam for road surfacing on BRT Corridor.
2. The salient features of work and Bid process are as given below:

Approximate cost of work	Rs. 84,18,392.00 (Rs. Eighty Four Lacs Eighteen Thousand Three Hundred Ninety Two only)
Bid Security amount	Rs. 1,68,368.00/- (Rs. One Lacs Sixty Eight Thousand Three Hundred Sixty Eight only)
Completion period of the Work	60 Days
Bidding documents on sale	From 10.05.2013 to 22.05.2013 (between 11:00 hrs to 16:00 Hrs) on working days
Date & time of Submission of Bid	Upto 15:00 Hrs on 23.05.2013
Date & time of opening of Bid	23.05.2013 at 15:30 hrs
Authority and place for purchase of bidding documents, seeking clarifications	Sr. Manager (Civil), Delhi Integrated Multi Modal Transit System Ltd., 5 th Floor, Maharana Pratap I.S.B.T., Kashmere Gate, Delhi-110006 Ph: 011-43090100 E-mail : vk.gaur@dimts.in

3. A complete set of bidding documents may be purchased by interested bidders on submission of a written application to the above office, and upon payment of a non-refundable fee of Rs.5,000/- (Rupees Five Thousand only) in the form of Demand Draft (from any scheduled Bank in favour of DIMTS Ltd. payable at Delhi) during working hours from

10.05.2013 to 22.05.2013 (between 11:00 hrs. to 16:00 Hrs) on working days (except Saturday, Sunday & Holidays).

The bidding documents can also be downloaded from DIMTS' website www.dimts.in. Bidders using downloaded documents should submit the cost of Bid documents (in the form mentioned above) at the time of submission of Bids.

4. The eligibility shall be assessed on Bidders fulfilling the "Qualifying Criteria" as given in Instruction to Bidders.
5. All Bids must be accompanied by Bid security of the amount specified for the work in para 2 above in the form of Bank Draft in favour of DIMTS Ltd. payable at New Delhi from a Scheduled Commercial Bank based in India or Fixed Deposit Receipt of a Scheduled Commercial bank based in India duly pledged in favour of DIMTS Ltd.
6. All Bids must be submitted to the Sr. Manager (Civil), Delhi Integrated Multi-Modal Transit System Limited, 5th Floor, Maharana Pratap ISBT Building, Kashmere Gate, Delhi-110006 upto 15:00 hrs, on 23.05.2013.
7. At any time prior to the deadline for submission of Bids, DIMTS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bid documents by issuing addendum. Such an amendment in the form of an addendum will be posted on DIMTS website. The Bidders have to keep a vigil on DIMTS' website for the same & they shall have no claim whatsoever for any ignorance in such case.
8. The Technical Bids will be opened at 15:30 hrs. on 23.05.2013 in the presence of Bidder's representatives who choose to attend. In the event of the specified date of Bid submission/ opening being declared a holiday for DIMTS, the bids shall be received/ opened on the next working day.
9. The "Financial Bids" of the bidders whose technical packages have been determined responsive and fulfill the evaluation & qualification criteria will be opened on the date to be intimated later.
10. All matters/ disputes arising from this Bid will have jurisdiction of courts in Delhi.

Sr. Manager Civil
Delhi Integrated Multi-Modal Transit System Limited
5th Floor, Maharana Pratap ISBT Building,
Kashmere Gate, Delhi-110006



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BID DOCUMENTS

VOLUME 1

PART 2: INSTRUCTIONS TO BIDDERS

Delhi Integrated Multi Modal Transit System Ltd.

(A Joint Venture of Government of Delhi & IDFC Ltd.)

**1st Floor, Maharana Pratap Inter State Bus Terminus,
Kashmere Gate, Delhi-110006**

INSTRUCTIONS TO BIDDERS (ITB)

1 GENERAL

- 1.1** Bids shall be prepared and submitted in accordance with the instructions given herein.
- 1.2** Key Relevant information and address for purchase of documents, correspondence and submission of Bid are provided in IFB. More details are as follows:
- (a) Period for which the Bid is to be kept valid is 90 days from the deadline date of submission of Bid
 - (b) Date of commencement of work shall be 7 days from the date of issue of "Letter of acceptance".
 - (c) "Defects Liability Period" shall be 12 months from the date of completion as indicated in "Completion Certificate".
 - (d) Time for of completion shall be 60 days from the date of commencement of work.
- 1.3** The works under this Contract shall be carried out in accordance with the bidding documents constituting the contract and shall consist of various salient items as generally described in Annexure-2 of Instructions to Bidders.

2.0 GENERAL ELIGIBILITY REQUIREMENTS

- 2.1** This invitation to Bid is open only to eligible competent Bidders with sound technical and financial capabilities and meeting the eligibility criteria as given in Annexure-1 of Instructions to Bidders.
- 2.2** Each Bidder shall submit only one Bid for the work. No joint venture/ consortium is permitted. The Bidder who submits more than one Bid or a Bid submitted by a joint venture/ consortium shall be disqualified.
- 2.3** -deleted-
- 2.4** To qualify for award of Contract, the Bidders shall submit a written power of attorney authorizing the signatory (ies) of the Bid to commit the Bidder. In case of Foreign Bidders, Power of Attorney(s) and Board Resolutions confirming authority on the persons issuing the Power of Attorney for such actions, shall be submitted duly notarized by the notary public in the country of origin and stamped by the Indian Embassy / High Commission.
- 2.5** Each page of Bid shall be signed by the authorized signatory of the Bidder.

- 2.6 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Bid/contract shall be communicated forthwith in writing by the Bidder to DIMTS.
- 2.7 Each Bidder will be required to confirm and declare in the Bid submittal that they have not engaged in any fraudulent and corrupt practice as defined in Clause 37 of Instructions to Bidders and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.

3.0 COST OF BIDDING

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid.

4.0 SITE VISIT

- 4.1 Any site information given in this Bid document is for guidance only. The Bidder is advised to visit and examine the site of works and its surroundings at his/their responsibility, risk and cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the Bid and entering into a Contract.
- 4.2 The Bidder shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of his Bid.

5.0 BID DOCUMENTS

5.1 CONTENTS OF BID DOCUMENTS

The Bidder is expected to examine carefully all the contents of the Bid documents from ~~Volume 1 to Volume 2~~ including instructions, conditions, forms, terms, specifications and drawings and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's risk. Bids, which are not responsive to the requirements of the Bid documents, will be rejected.

6 CLARIFICATION ON BID DOCUMENTS

- 6.1 While all efforts have been made to avoid errors in the drafting of the Bid documents, the Bidder is advised to check the same carefully and seek clarifications within the scheduled period. No claim on account of any errors detected in the Bid documents shall be entertained.
- 6.2 A Bidder requiring any clarification of the Bid documents including any error or mismatch in the Bid documents, may notify Sr. Manager (Civil), DIMTS in writing within the specified time as indicated in IFB. DIMTS will respond in writing to any request for clarification received in writing from Bidders. Written copies of the

DIMTS' response will be posted on DIMTS' website. The Bidders have to keep a vigil on DIMTS website for the same & they shall have no claim whatsoever for any ignorance in such case.

7.0 AMENDMENT TO BID DOCUMENTS

At any time prior to the deadline for submission of Bids, DIMTS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bid documents by issuing addendum. Such an amendment in the form of an addendum will be posted on DIMTS website. The Bidders have to keep a vigil on the DIMTS website for the same & they shall have no claim whatsoever for any ignorance in such case.

Without prejudice to the order of preference as specified in General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation for Bid and Bid Documents issued previously. Bidders should acknowledge receipt of such addenda and list them in the Bid submittal.

In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, DIMTS may, at its discretion, extend the deadline for the submission of Bids in accordance with Sub-clause 18.1.

PREPARATION OF BIDS

8.0 LANGUAGE OF BID

The Bid, and all correspondence and documents related to the Bid shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate certified translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, the English translation shall prevail.

9.0 DOCUMENTS COMPRISING THE BID

The Bid shall be submitted in two parts, namely "Technical Bid" and "Financial Bid".

9.1 TECHNICAL BID

The technical bid, clearly labeled as "TECHNICAL BID", shall comprise the followings:

- (a) Bid Security in original in a separate sealed envelope,
- (b) Attested Copy of Power of Attorney (in favour of the Authorised Signatory of the Bidder)
- (c) All required General, Technical and Financial Information/Details/Documents in/as per prescribed forms T-1 to T-13 along with supporting documents, as indicated in forms:

Form T-1: General Information about Bidder

Form T-2: Structure & Organization of Bidder's firm

Form T-3: Details of Annual Turnover

Form T-4: Solvency Certificate

Form T-5: Details of works/contracts of similar nature executed during last 3 years

Form T-6: Details of current contract commitments/works in progress

Form T-7: Resources (Personnel) proposed for the project

Form T-8: Resources (Plants & Equipments) proposed for the project

Form T-9: Proposed Site Organization chart with assignment of each key staff member (identified by name), duration & timing together with clear description of the responsibilities of each key staff member within the overall work programme.

The name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. The majority of the key staff shall be regular members of the firm for at least six months

Form T-10: Brief report on understanding and comprehension of the work involved, general approach and methodology including such detailed information as deemed relevant & work programme. The Works Programme given in the Bid shall not in any event be construed as a submission of the Works Programme as required to be furnished according to the contract requirements.

Form T-11 & T-12: Information regarding litigation history, debarment or abandonment of any work by Bidder

Form T-13: Affidavit

- (d) Attested copy of the registration certificate and clearance certificate under Delhi VAT Tax Act, 2005 is required to be submitted. As per Delhi VAT Act, the party who is executing work in Delhi has to have registration with DVAT authorities of Delhi. If a Bidder from outside Delhi intends to participate in Bid, he can be permitted provided he gives an undertaking to the effect that he will get himself registered with Delhi VAT authorities, in the event of issue of Letter of acceptance to the Bidder and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail with Delhi VAT Department, first payment shall not be released.
- (e) Bid documents from Volume 1 with each page duly signed and stamped:

9.2 FINANCIAL BID

- 9.2.1 The financial bid, clearly labeled as " FINANCIAL BID" will contain the following duly filled in:
- i. Form of Bid and Appendix to Bid
 - ii. Bill of Quantities
- 9.2.2 The financial proposal should be separately completed, each page duly signed and stamped and submitted in a separate sealed envelope. The prices shall be entered at the prescribed place in the Form of Bid and the BOQ enclosed. These prices should include all costs associated with the contract.
- 9.3 Documents to be submitted by the Bidder under technical and financial packages have been described under the respective Clauses 9.1 and 9.2. This list of documents has been prepared for the convenience of the Bidder and any omission on the part of the Employer shall not absolve the Bidder of his responsibility of going through the various clauses in the Bid Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.
- 9.4 The documents forming part of Bid shall be separately sealed and marked in accordance with sealing & marking instructions.

10.0 BID PRICE

- The Contract shall be for the whole works as described in scope of work. The Bidder shall fill in rates and prices for all items of Works described in the Bills of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. The Bid prices shall be governed by relevant clauses of General Conditions of Contract and shall be subject to limitations of Special/Additional Conditions of Contract and nothing extra which is not included in the contract price shall be payable.
- 10.1 The Bidder is required to quote for all the items in the BOQ. If the Bidder fails to quote rate against any item of bill of quantities, the same will not be paid for by DIMTS when executed and shall be deemed to have been included by the Bidder in the rates and prices for other items in the bill of quantities.
- The rate for each item shall be reasonable and not unbalanced. Should DIMTS come across any unbalanced rates, it may require the Bidder to furnish detailed analysis to justify the same. If after its examination, DIMTS still feels the rates to be unbalanced, it may ask the Bidder for additional Performance Guarantee or other safeguards to protect DIMTS' interest against financial loss failing which, his Bid shall be liable to be rejected by DIMTS and DIMTS may award the Contract to any other Bidder.
- 10.2 The Bidder shall keep the contents of his Bid and rates quoted by him confidential.
- 10.3 The Bidder shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.

- 10.4 The Bidder should quote his rates inclusive of all taxes, duties, royalties, VAT etc. All duties, taxes, royalties and other levies payable by the Contractor under the contract, or for any other cause as of the deadline for submission of the Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder and the evaluation and comparison of Bids by DIMTS shall be made accordingly.

11.0 CURRENCIES OF THE BID

- 11.1 Bid prices shall be quoted in Indian Rupees only. All payments including advances, if any shall be made only in Indian Rupees.

BID VALIDITY

- 12.1 The Bid shall remain valid and open for acceptance for a ~~period of 90 days~~ from the deadline date for submission of Bid as indicated in IFB.
- 12.2 In exceptional circumstances, prior to expiry of the original Bid validity period, DIMTS may request the Bidders for a specified extension in the period of validity in writing or by Tele-fax. A Bidder may refuse the request without forfeiting his Bid security. A Bidder agreeing to the request, shall not be required or permitted to modify his Bid but will be required to extend the validity of his Bid security correspondingly.

13.0 BID SECURITY

- 13.1 The Bidder shall furnish with his Bid, a Bid security in form of Fixed Deposit Receipt of a Scheduled Commercial bank /Post office based in India duly pledged in favour of DIMTS Ltd.
- 13.2 The Bid Security shall be submitted in a separate envelope super scribed "Bid security for "Implementation of BRT Corridor from Ambedkar Nagar to Delhi Gate, Sub Head: Repairs to Depressions and rough patches in the bituminous road surface from Ambedkar Nagar to Delhi Gate on BRT Corridor".
- 13.3 Any Bid not accompanied by an acceptable Bid security will be summarily rejected.
- 13.4 The Bid securities of unsuccessful Bidders shall be discharged/returned by the Employer as promptly as possible, but not later than 30 days after the expiration of the period of Bid validity.
- 13.5 The Bid security of the successful Bidder shall be returned upon the Bidder executing the Agreement after furnishing the required performance guarantee as per the contract.
- 13.6 The Bid security shall be forfeited:
- a. if a Bidder withdraws his Bid during the period of Bid validity, or

- b. if the Bidder does not accept the correction of his Bid price in terms of Clause 27.0, or
 - c. in the case of a successful Bidder, if he fails to :
 - i. Furnish the necessary performance guarantee for performance.
 - ii. Enter into the Contract within the time limit specified.
- 13.7 No interest will be payable by the Employer on the Bid security amount cited above.
- 14.0 Conditions, Qualifications, Deviations etc : The Bidder shall submit his Bid without any conditions, deviations etc to the Bid documents. Bid submitted by any Bidder which contains any deviations or conditions beyond the provisions in Bid documents shall not be evaluated/ considered and shall be summarily rejected as non responsive.
- 15.0 **PRE- BID MEETING(S)**
- 15.1 The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at DIMTS Ltd., 5th Floor, Maharana Pratap ISBT Building, Kashmere Gate, Delhi-110006 ~~at 3:00 pm on 17/05/2013.~~
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 16 **FORMAT AND SIGNING OF BIDS**
- 16.1.1 If the Bid is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 16.1.2 If the Bid is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the Bid. Alternatively, it shall be signed by all the partners.

- 16.1.3 If the Bid is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the Bid.
- 16.2 All amendments/corrections/ overwriting shall be initialised by the authorised signatory.
- 16.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

17.0 SEALING AND MARKING OF BIDS

- 17.1 The Bidder shall submit his Technical and Financial bids in two sets one marked "Original" and the other marked "Copy" (Copy can be photocopy of 'original'). In the event of discrepancy between them, the original shall prevail.

17.2 Sealing and Marking of Bids

- 17.2.1 The bidder shall submit the Bid in two parts, the Technical Bid and the Financial Bid. Each part of the Bid shall be sealed in separate envelopes and the two sealed envelopes shall be sealed in an outer envelope. The Bid envelopes shall be marked as follows:-

- A) Inner Envelope containing Technical Bid shall be super scribed with the identification "Technical Bid for the work " _____ (Name of Work) _____" and shall indicate the name and address of the bidder.

Further, this envelope marked 'Technical Bid' shall contain the following documents:

- a) Bid Security in a separate sealed envelope marked "Bid Security". In case of bidders who downloaded the bid documents from DIMTS website are also to enclose Bank Draft payable at Delhi in favour of DIMTS Ltd for the amount of cost of bid (Rs. Five Thousand only), in the separate envelop marked Cost of Bid Document.
- b) Documents listed at para 9.1: One set in original of these documents shall be submitted in separate sealed envelopes. One shall be marked 'ORIGINAL' and the other 'COPY'.
- c) All three/four envelopes as mentioned in "a" & "b" above shall be kept in one envelope, marked "Technical Bid", and sealed.

- B) Inner Envelope containing Financial Bid shall be super scribed with the identification "Financial Package for the work " _____ (Name of Work) _____" and shall indicate the name and address of the Bidder.

Further, this inner envelope marked 'Financial Bid' shall contain the documents listed in para 9.2 in One set in original should be marked 'ORIGINAL'.

C) Outer Envelope:

(i) The inner envelopes marked as 'Technical Bid' and Financial Bid' shall be enclosed in an outer envelope and sealed..

(ii) The outer envelope shall be

a) addressed to DIMTS at the following address :

To,

The Sr. Manager (Civil),

Delhi Integrated Multi-Modal Transit System Limited

1st Floor, Maharana Pratap ISBT Building,

Kashmere Gate, Delhi-110006

b) superscribed with the identification "Bid for the work " _____ (Name of Work) _____ " and indicate the name and address of the Bidder.

17.2.2 If the outer envelope is not sealed and marked as above, DIMTS will assume no responsibility and shall not be held liable for any misplacement or premature opening of the Bid.

17.3 No responsibility will be accepted by the Employer for the misplacement or premature opening of a Bid, not sealed or marked as per aforesaid instructions.

18.0 SUBMISSION OF BIDS

18.1 Bids should be submitted at the following address:
Manager (Civil), Delhi Integrated Multi Modal Transit System Ltd., 1st Floor, Maharana Pratap I.S.B.T., Kashmere Gate, Delhi-110006 up to the time & date as indicated in Invitation for Bid.

The Employer may, at his discretion, extend the submission date for Bid. Bids, as sealed above, shall be submitted in person to Sr. Manager (Civil), DIMTS. The Employer cannot take any cognizance and shall not be responsible for delay in transit.

19.0 LATE BIDS

19.1 Any Bid received after the deadline prescribed for submission of Bids will be returned unopened to the Bidder.

20.0 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

- 20.1 Except as permitted by these instructions, the Bidder shall not make any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Bidder with or as a part of his Bid.
- 20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the clause 18.1 of this Instruction to Bidders, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as the case may be.
- 20.3 No modifications shall be permitted after the deadline for submission of the Bids. Withdrawal of the Bid after deadline for submission of Bids but prior to the period of Bid validity shall result in forfeiture of the Bid Security.

BID OPENING AND EVALUATION

21.0 BID OPENING

- 21.1 DIMTS will open the outer envelope of all the Bids received for the work (except those received late) containing the sealed technical package and the sealed financial package and announce the names of (i) Bidders, (ii) Bidders who have submitted modification of technical/financial packages, and (iii) Bidders who have given notice for withdrawal of their Bids in the presence of Bidders or their representatives who choose to attend Bid opening on the date and time mentioned in the IFB. In the event of specified date of Bid opening being declared as a holiday for DIMTS, the Technical Package will be opened at the appointed time and location on the next working day.
- 21.2 Bidders for which acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened and shall be returned.
- 21.3 Envelopes marked Technical Bid shall be opened first. Bidder's names, 'Modification of Technical Bid', the presence/or absence of Bid Security, the amount and validity of Bid Security furnished with each Bid and such other details, as DIMTS may consider appropriate will be announced by DIMTS at the time of opening.
- 21.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.
- 21.5 The sealed envelope containing the Financial Bid shall not be opened at this stage.

22. EXAMINATION, EVALUATION AND DETERMINATION OF RESPONSIVENESS OF TECHNICAL BID

- 22.1 Prior to evaluation of Technical Bid, DIMTS will determine whether the Bid is accompanied by the Bid Security in the required form, amount and validity.

- 22.2 If the Bid Security furnished does not confirm to the amount and validity period as specified in the Instructions to Bidders and has not been furnished in the form specified in Clause 13, the Bid shall be rejected by DIMTS as non-responsive and the Technical Bid and the sealed Financial Bid will be returned to the Bidder.
- 22.3 Subject to confirmation of the Bid Security by the issuing bank, the Technical Bid accompanied with valid Bid Security will be taken up for further evaluation. In case, the Bank does not confirm the issuance of Bid Security, the Bid shall be rejected as non-responsive.
- 22.4 Prior to the detailed evaluation of technical bid, the Employer will determine whether each Bid is responsive to the requirements of the Bid documents. For the purpose of this Clause, a responsive Bid is one, which conforms to all the terms, conditions and specifications of the Bid documents without material deviation or reservation which include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, the DIMTS's rights or the Bidder's obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- 22.5 The Technical Bid will be checked to ascertain whether the Bid has been properly signed and all the details/documents as indicated in para 9.1 have been submitted.
- 22.6 The Technical Bid shall be further evaluated for determining the eligibility of the Bidder as per the evaluation & qualification criteria given in Annexure-1.
- 22.7 If the Technical Bid is not substantially responsive and does not fulfill the evaluation & qualification criteria, it will be rejected by DIMTS and will not subsequently be made responsive by any subsequent correction or modification or withdrawal of the non-conforming deviation or reservation. However, DIMTS reserve the right to ask any clarification from Bidders for details submitted with technical package if it so desires during the technical evaluation.
23. Technically qualified Bidders shall be intimated by registered post/fax/e-mail about the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for DIMTS, the Financial Bid will be opened at the appointed time and location on the next working day.
- 24 The Financial Bid of those Bidders whose Technical Bid is determined to be non-responsive pursuant to Clause 22 shall be returned unopened to the Bidders.

25. OPENING OF FINANCIAL BIDS

- 25.1 DIMTS will open the envelope marked 'Financial Bid' (including 'Modifications pursuant to Clause 20), in presence of the Bidders (whose Technical Bid is found to be substantially responsive) or their representatives who choose to attend on the date intimated to such Bidders.
- 25.2 The names of the Bidders whose Technical Bid is found to be substantially responsive, the Bid prices, the total amount of each Bid, any discount, 'modifications of Financial Bid and such other details, as DIMTS may consider appropriate will be announced by DIMTS at the opening of the Financial Bid.
- 25.3 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.
26. Examination of Financial Bid and Determination of Responsiveness of Financial Bid
- 26.1 DIMTS will determine responsiveness of each Financial Bid with respect to Priced Bill of Quantities, Technical Specifications, Drawings and other relevant requirement of Bid documents.
- 26.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the Bidding documents.
- 26.3 If the Financial Bid is not substantially responsive, it will be rejected by DIMTS and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. CORRECTION OF ERRORS

- 27.1 Financial Bids determined to be substantially responsive will be checked by DIMTS for any arithmetic errors. Arithmetic errors will be rectified on the following basis:-
- i) If a discrepancy is found in the rate in figures and in words, the rate in words shall govern and the amount shall be worked out accordingly.
 - ii) If the amount of an item is not worked out by the Bidder or it does not correspond with the rates written either in figures or in words, then the rates quoted by Bidder in words shall be taken as correct and amount worked out accordingly.
 - iii) Where the rates quoted by Bidder in figures and words tally but the amount is not worked out correctly, the rates quoted by Bidder will, unless otherwise proved, be taken as correct and not the amount.

- iv) if there is a discrepancy between the total Bid amount and the sum of total costs per item, the sum of the total costs per item shall prevail and the total Bid amount will be corrected.

27.2 The amount stated in the Form of Bid will be adjusted by DIMTS in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his Bid Security may be forfeited in accordance with Clause 13.

28. EVALUATION AND COMPARISON OF FINANCIAL BIDS

28.1 DIMTS will evaluate and compare only those Financial Bids which are determined to be substantially responsive.

28.2 In evaluating the Financial Bids, DIMTS will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price as follows:-

- a) making any correction for errors pursuant to Clause 27;
- b) making appropriate adjustments to reflect any price modifications offered in accordance with Clause 20.

28.3 The estimated effect of the price adjustment provisions of the General/Special Conditions of Contract to be applied during the period of implementation of the Contract, shall not be taken into account in Bid evaluation

28.4 If the Bid of the successful Bidder is seriously unbalanced in relation to DIMTS' estimate of the cost of the items of the Works to be performed under the Contract, DIMTS may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, DIMTS may require that the amount of the performance guarantee set forth in Clause 35 be increased up to an additional 5 (five) per cent of the contract price or as decided at the expense of the successful Bidder to protect DIMTS against financial loss in the event of default of the successful Bidder under the Contract.

28.5 A Bid, which contains several items in the Bill of Quantities which are unrealistically priced low and which could not be substantiated satisfactorily by the Bidder, may be rejected as non-responsive.

29. CLARIFICATION OF BIDS

29.1 To assist in the evaluation of Bid, DIMTS may, at his discretion, ask any Bidder to authenticate the correctness of the information/details furnished by him in his Bid. Such request by DIMTS and the response by Bidder shall be in writing, but

no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by DIMTS in the evaluation of the Bids in accordance with Clause 27.

29.2 Subject to Sub Clause 29.1, no Bidder shall contact DIMTS on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.

29.3 Any attempt by the Bidder to influence Bid evaluation, Bid comparison or decisions for contract award may result in the rejection of his Bid.

30 PROCESS TO BE CONFIDENTIAL

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

30.2 Any effort by a Bidder to influence DIMTS in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may result in the rejection of the Bidder's Bid.

AWARD OF CONTRACT

31 AWARD CRITERIA

31.1 Subject to Clause 32, DIMTS will award, the Contract to the Bidder, whose Bid is responsive & fulfills qualification criteria, complete, in accordance with the Bid documents, and whose Evaluated Bid Price is determined to be the lowest.

32 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Notwithstanding Clause 31, DIMTS reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids, at any time prior to award of Contract, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the DIMTS' action.

33 NOTIFICATION OF AWARD

33.1 Prior to the expiry of the period of Bid validity, DIMTS will notify the successful Bidder by telegram or Tele-fax, to be confirmed in writing by registered letter/courier, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which DIMTS will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called

'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to DIMTS duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by DIMTS from the unsuccessful Bidders.

- 33.2 The Letter of Acceptance will constitute a part of the contract.
- 33.3 Upon "Letter of acceptance" being signed and returned by the successful Bidder as per Clause 33.1, DIMTS will promptly notify the unsuccessful Bidders and discharge / return their Bid securities.
- 34 The successful Bidder shall submit the following documents within a period of 7 days from the date of issue of the Letter of Acceptance:
- (a) Performance Guarantee
 - (b) Power of Attorney(s) and Board Resolution (In case of Foreign Partners, to be duly notarized by notary public and stamped by the Indian Embassy/High Commission) in case of any change than submitted along with Bid submittals.

35. PERFORMANCE GUARANTEE

- 35.1 Within ~~07~~ (Seven) days of the issue of the Letter of Acceptance, the successful bidder shall deliver to DIMTS, a Performance Guarantee for an amount equivalent to 5% (five percent) of the Contract Price plus additional security for unbalanced bids in accordance with Sub Clause 28.4 and relevant Conditions of Contract.
- 35.2 The performance guarantee to be provided by the successful Bidder in favour of DIMTS Ltd. shall be either
- (a) in the form of Demand Draft of any Nationalized/Scheduled Indian Bank payable at New Delhi/Delhi in favour of DIMTS Ltd..
 - (b) or in the form of Government Securities or Fixed Deposit Receipts of any scheduled Indian Bank duly pledged in favour of DIMTS Ltd.
 - (c) or in the form of Bank Guarantee from any Nationalized Indian Bank/any RBI approved Scheduled Indian Bank. The format of Bank Guarantee shall be in accordance with the format of Performance Guarantee attached as part of Instructions to Bidders (Form B).
- 35.3 The performance guarantee shall be valid up to a period of 30 days beyond the defect liability period.
- 35.4 Failure of the successful bidder to comply with the requirements of Clause 35 and 36 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security including restriction on future participation in DIMTS' projects for a period as may be decided by DIMTS.

36 SIGNING OF AGREEMENT

After confirmation of issuance of performance security by the issuing bank, DIMTS will direct the successful bidder to attend DIMTS' office on a date determined by DIMTS for signing the Form of Agreement.

37. CORRUPT OR FRAUDULENT PRACTICES

37.1 DIMTS will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. DIMTS will blacklist and declare the firm ineligible, either indefinitely or for a stated period of time, to apply for a contract by DIMTS Ltd.

- i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DIMTS of the benefits of free and open competition.

**INDEX ON
PROFORMA OF FORMS & EVALUATION CRITERIA**

1. PROFORMA OF FORMS – GENERAL

	Description	FORM
I.	Form of Bank Guarantee for Bid Security	A
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iii.	Deleted	C
iv	Form of Agreement	D

2. PROFORMA OF FORMS FOR TECHNICAL PACKAGE

	Description	FORM
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ii.	Structure & Organization of Bidder's firm	T-2
iii.	Details of Annual Turnover	T-3
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3. EVALUATION CRITERIA

ANNEXURE-1

4. SCOPE OF WORK & SITE INFORMATION

ANNEXURE-2

FORM A
FORM OF BANK GUARANTEE FOR BID SECURITY

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (hereinafter called "the Bank") are bound unto Delhi Integrated Multi Modal Transit System Ltd., 1st Floor, Maharana Pratap I.S.B.T. Building, Kashmere Gate, Delhi – 110006 (hereinafter called "the Employer") in the sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS.....(Name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated _____ for (Name of the work as per IFB) hereinafter called the Bid.

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs _____ as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

- a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
- b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- c. That any account settled between the Employer and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till _____ (date to be filled up) (up to 120 days from the date of deadline date for submission of Bid).

- e. That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
4. THE CONDITIONS OF THIS OBLIGATION ARE:
- a. if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or
 - b. if the Bidder does not accept the correction of his Bid price in terms of Clause 28 of the "Instructions to Bidders".
 - c. if the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity :
 - i. fails or refuses to furnish the Performance Guarantee in accordance with Clause 35 of the "Instructions to Bidders" and/or
 - ii. fails or refuses to enter into a Contract within the time limit specified in Clause 36 of the "Instructions to Bidders".

We undertake to pay to the Employer mere on demand without demur up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of

Authorized Official of the Bank

Signature of the witness

Name of Official

.....

Designation

Name of the Witness

Stamp/Seal

.....

of the Bank

Address of the Witness

.....

FORM B

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(Refer Clause 35.0 of "Instructions to Bidders")

To,

The Delhi Integrated Multi-Modal Transit System Limited
1st Floor, Maharana Pratap ISBT Building,
Kashmere Gate,
Delhi-110006

WHEREAS, _____ (Name and address of the Contractor)
(hereinafter called "the Contractor") has undertaken, in pursuance of his bid dated
_____ (date) to execute the _____
_____ [Name and brief description of
contract/work](hereinafter called the "Contract") and the bid of Contractor has been
accepted by the _____ [Name of Employer] vide letter of acceptance
No. _____ dated _____.

AND WHEREAS it has been stipulated by you in the said contract that the contractor
shall furnish you with a bank guarantee by a recognized bank for the sum specified
therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a bank guarantee.

NOW THEROF we hereby affirm that we are the Guarantor and responsible to you, on
behalf of the Contractor, up to a total of Rs. _____ (Rupees _____) [Amount of
Guarantee in words and figures], such sum being payable in the type of currency in which
contract price is payable, and we undertake to pay you, upon your first written demand
and without cavil or argument, any sum or sums within the limits of _____ [Amount of
Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for
your demand for the sum specified therein. The Bank will deliver the money required by
you immediately on demand without delay and demur and without reference to the
Contractor and without the necessity of a previous notice or of judicial or administrative
procedures and without it being necessary to prove to the Bank the liability or damages
resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay
to you any money so demanded notwithstanding any dispute/disputes raised by the
Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s
relating thereto and the liability under this guarantee shall be absolute and unequivocal.

Repair of Depressions and rough patches on BRT Corridor

Instructions to Bidders.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents, which may be made between you and the Contractor, shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this bank guarantee shall not be affected by any change in the constitution of the Contractor or of the Bank.

This Guarantee will remain valid and in force up to _____[Date]¹.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

DATE _____

SIGNATURE OF THE ISSUING AUTHORITY OF THE BANK _____

SEAL OF THE BANK _____

ADDRESS OF THE BANK _____

IN THE PRESENCE OF

SIGNATURE OF THE WITNESS _____

NAME AND ADDRESS OF THE WITNESS _____

¹ Upto such number of days after end of defects liability period as indicated in Instruction to Bidders.

Note : Bidders are not required to fill/complete this form at the time of Bid Submission.

Repair of Depressions and rough patches on BRT Corridor

Instructions to Bidders

FORM C

DELETED

FORM D
FORM OF CONTRACT AGREEMENT
(Refer Clause 35 & 36 of "Instructions to Bidders")

This Agreement is made at New Delhi on the _____ day of _____ 2009 Between Delhi Integrated Multi Modal Transit System Ltd. , 1st Floor, Maharana Pratap I.S.B.T., Kashmere Gate, Delhi-110006 (hereinafter called "the Employer" of the one part) and _____ (Name of Contractor) (Address of Contractor) _____ of _____ hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that (*** certain Goods and Services should be provided and) the Works should be executed, viz. ----- (Name of work) hereinafter called "the Works" and has accepted a Tender by the Contractor for the execution and completion of such works (** as well as guarantee of such works) and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Invitation For Bid (IFB) (Including Annexures)
 - (b) Instruction to Bidders (ITB)(Including Annexures)
 - (c) Special/Additional Conditions of Contract
 - (d) General Conditions of Contract (GCC)
 - (e) Technical Specifications
 - (f) Tender Drawings
 - (h) Bill of Quantities
 - (i) Form of Tender with Appendix
 - (j) Letter of acceptance (LOA)
 - (k) Addendums issued, if any
 - (l) Any other item as applicable
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by **_____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Total Contract Price of **Rs _____ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
6. The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

_____ Name

_____ Name

on behalf of the Contractor in the presence of:

on behalf of the Employer in the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Note :

- * To be made out by the Employer at the time of finalisation of the Form of Agreement.
** Blanks to be filled by the Employer at the time of finalisation of the Form of Agreement.

*** TO BE DELETED IF NOT APPLICABLE

FORM T-1**GENERAL INFORMATION**

All Bidders are requested to complete the information in this form. Nationality information to be provided for all owners or Bidders who are partnerships or individually owned firms.

Nationality of Owners (*)		
	Name	Nationality
1.		
2.		
3.		

(*) To be completed by all owners of partnerships or individually owned firms.

1.	Name of firm	
2.	Head office Address	
3.	Telephone	Contact
4.	Fax	E-mail
5.	Place of incorporation registration	Year of incorporation registration

STRUCTURE & ORGANISATION

1.	Name & Address of the Bidder	
2.	Telephone No. /Telex No. /Fax No.	
3.	Permanent Account No. (attached copy of PAN.)	
4.	Employees Provident Fund Account No.	
5.	Legal status of the Bidder (attached copies of original Document defining the legal status).	
a)	An Individual	
b)	A proprietary firm	
c)	A firm in partnership	
d)	A limited company or Corporation	
6.	Particulars of registration with various Government bodies (attach attested photo-copy).	
	Organization/Place of registration No.	Registration No. & Date
7.	Names and Titles of Directors & Officers with designation to be concerned with this work.	

8.	Designation of individuals authorized to act for the organization.	
9.	Whether the Bidder is a share holder or partner of any firm enlisted in DIMTS or any other Department.	
10.	Whether the Bidder or any of his partners or share holders is / are members of the Indian Parliament or any State Legislature or relative of any of officers in Delhi Integrated Multi Modal Transit System. If Yes, name and particulars of such officer along with the relationship to the Bidder / partner.	
11.	Name of partners with their respective shares in the firms (attested copy of partnership deed to be enclosed) and affidavit of sole proprietorship in case of individual Bidder.	
12.	Was the Bidder ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.	
13.	Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
14.	Has the Bidder or any of his constituent partners or share holders has ever been black-listed or removed from the approved list of contractors, or demoted to a lower class or orders passed banning / suspending business with the applicant etc. by any Organization in the past. If so give details.	
15.	In which field of Civil Engineering construction the Bidder has specialization and interest?	
16.	Number of years in the construction Industry.	
17.	Any other information considered necessary but not included above.	
18.	Whether the Bidder or his constituent partners or share holders are in any capacity near relatives (*) of any employee in DIMTS. If Yes, name and designation of officer in DIMTS to whom the Bidder or his constituent partners or share holder is a near relative.	

19	<p>Whether the Bidder or any office partners/Directors retired as an Engineer of Gazetted rank or as any Gazetted Officer employed in Engineering Administrative duties in the Engineering Departments of the Delhi Administration and/or DIMTS during the last two years. If Yes, name of such partners/Directors including last designation held in DIMTS or Engineering Department, of Delhi Govt</p> <p>(Applicable only for limited companies and partnership firms).</p>
----	--

(*) That includes wife, husband, partners, grand-parents, children, grand children, brothers, sisters, uncles, aunts, cousins, and their corresponding in-laws.

ANNUAL TURNOVER DATA**Name of Bidder :**

Turnover Details (in Indian rupees)	Financial Year		
	2011-12	2010-11	2009-10
Turnover of the bidder			

Note:

1. The audited balance sheets for the last three years shall be submitted. In case the balance sheet does not clearly show the turnover from electrical construction works only, a certificate from Chartered Accountant certifying turnover from electrical construction works out of total turnover shall be submitted.
2. In case of turnovers in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI BC selling rates prevalent at that time, clearly indicating the calculations.

Form T-4

SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify to the best of our knowledge and information that
M/s _____ or Shri _____ a customer of our Bank is
respectable and can be treated as good for any engagement up to a limit of
Rs. _____ (Rupees _____).

This certificate is issued without any guarantee or responsibility on the Bank or
any of its Officers.

(Signature)

for the Bank.

Note:

1. This certificate may be issued on the letterhead of the Bank and addressed to the
Engineer-in-Chief, Delhi Integrated Multi Modal Transit System, Delhi.

Form T-5

Details of Contracts of Similar Nature and Complexity Completed during the current financial year 2013-14 or last seven years (years to be considered shall be 2012-13, 2011-2012, 2010-2011 2009-10, 2008-09, 2007-08, 2006-07)

Name of Bidder.

Bidder should provide information to demonstrate that they meet the requirements stated in the Qualification/Evaluation Criteria.

Use separate sheet(s) for each Contract as per following format.

1.	Contract Number of Contract	
	Name of Contract	
	Country	
2.	Name of Employer	
3.	Employer's address (Give telephone and fax no. also)	
4.	Nature of works and special features relevant to the Contract for which Applicant wishes to Bid	
5.	Work executed as:(tick one)	
	Prime contractor	Partner in a Joint Venture
6. a)	Value of the total contract	
b)	Amount of work sub-contracted by the firm	
7.	Value of similar work, if the similar work, as described in bid documents, only a part of a bigger project :	
	Certificate from Employer indicating the cost of similar work out of the total project cost of bigger project.	
7.	Date of award	
8.	Scheduled Date of Completion	
9.	Contract duration (years and months)	
	----- years ----- months	
10.	Actual Date of Completion	
11.	Narrative Description of Project: Type of project, details of Construction/ maintenance works , if any; Any other feature/detail, if any.	
12.	Time Overrun, if any and whether without levy of compensation/penalty, with levy of compensation/penalty or levy of compensation/penalty not decided	

13	Employer's certification regarding quality of work : Very Good/Good/Fair/Poor
14	Name , Address, Contact No. of any officer of Employer(not below the rank of Executive Engineer/Project Manager) to whom any reference may be made

NOTE: Experience/Completion certificate from Employer(issued by an officer not below the rank of Executive Engineer or equivalent), covering the above details i.e. incorporating clearly the name of Contractor, name of the work, Contract value, billing amount, date of commencement of works, scheduled date of completion, actual date of completion, satisfactory performance of the Contractor, Quality of works executed(Very Good/Good/Fair/Poor), Time overrun if any(whether without levy of compensation/penalty, with levy of compensation/penalty or levy of compensation/penalty not decided), etc. and other relevant information must be submitted. Further, documentary proof in form of copy of agreement, completion certificate etc. in support of information given above must be submitted for each project. Otherwise the project experience shall not be considered for evaluation.

Form T-6

Summary Sheet: Current Contract commitments / works in progress

Name of Bidder

Bidder should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, final completion certificate has yet to be issued.

S.	Name of the contract, Location and Nature of the work	Contract No. & Date /Date of Start	Percentage and amount of participation of firm in the project	Percentage and amount sub-contracted by the firm	Name and Address of Client /Employer (incl. Tel./ Fax no.)	Contract value	*	**	***	Estimated completion date
1	2	3	4	5	6	7	8	9	10	11
1										
2										
3										
4										
5										
—										

*Stipulated date of completion

** Value of outstanding work

*** Value of outstanding work to be completed during next 1 year starting from May 2013

Note:

1. Certificate from Employer, covering the above details must be furnished. Further, documentary proof in form of copy of agreement, value of work executed etc. in support of information given above must be submitted for each project.

Form T-7

RESOURCES PROPOSED FOR THE PROJECT – PERSONNEL

The figures indicated below are the minimum number of Project-Personnel required

Sr. No.	Sector	Minimum no. of Project-Personnel required	Min. Educational Requirement / Experience
1	Project Manager	1	Graduate in Civil Engg. With minimum 10 years overall experience and 5 years in similar type of works
2	Sr. Site Engineer	1	Diploma in Engg. With minimum 5 to 8 years experience in similar type of works
3	Foreman /Supervisor	1	Minimum 3 to 5 years experience in similar type of works
	Others (give details)		

We confirm to deploy project-personnel as per the above mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, as required for timely implementation of project.

Signature of Bidder
Name of Firm
Date

Form T-8

RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS

The figures indicated below are the minimum number of equipment required.

S. No.	Type of Equipment required for the work	Minimum No. of units of equipment required for the work
1	Concrete mixers with hopper	1 no.
2	Tractor-Trailer for carrying misc. items at site	As per requirement
3	Any other as required at site	

We confirm to deploy resources as per the above mentioned minimum requirement and also confirm to deploy plants & equipments over and above the minimum numbers indicated above, for timely implementation of the project as per technical specifications.

Signature of Bidder
Name of Firm
Date

PROPOSED SITE ORGANISATION

A. SITE ORGANISATION CHART

B. NARRATIVE DESCRIPTION OF SITE ORGANISATION CHART

C. DESCRIPTION OF RELATIONSHIP BETWEEN HEAD-OFFICE AND *SITE
MANAGEMENT

* Indicate clearly distribution of authority and responsibility between Head Office
and Site Management.

TECHNICAL PROPOSAL

A. UNDERSTANDING AND COMPREHENSION OF THE WORK INVOLVED

(The Bidder shall give a brief on these items)

B. GENERAL APPROACH AND METHODOLOGY INCLUDING SUCH DETAILED INFORMATION AS DEEMED RELEVANT.

(The Bidder shall give a brief on these items)

C. WORK SCHEDULE/PROGRAMME

(Please attach the work schedule)

Litigation/Arbitration History**Name of Bidder**

Bidder, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution

Year	Award FOR or AGAINST Bidder	Name of Project	Name of client, cause of litigation/ Arbitration and matter in dispute	Disputed amount (current value)	Actual Awarded Amount

Note: 1. In case of amounts in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI BC selling rates prevalent at that time.

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF
BIDDER OR ABANDONMENT OF WORK BY BIDDER**

- 1 (a) Does the Bidder has consistent history of litigation/ arbitration awarded against him.Yes/No
(b) If yes, give details
- 2 (a) Has the Bidder been debarred/blacklisted by any Organisation in India as on the date of application, except on account of reasons other than non-performance , such as rescinding of joint venture due to most experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before start of work.Yes/No
(b) If yes, give details
- 3 (a) Has the Bidder abandoned any contract work in IndiaYes/No
(b) If yes, give details
- 4 (a) Has the Bidder ever been declared bankrupt during the last 5 yearsYes/No
(b) If yes, give details, including present status
5. Has the Bidder been debarred by DIMTS, by DIMTS or any Government or Semi Government Organization as on the date of applicationYes/No

Note : If any information in this schedule is found to be incorrect or concealed, Bid will be summarily rejected.

AFFIDAVIT*

I, _____ S/o Sh. _____ authorized representative of M/s _____
with its office at _____ solemnly affirm and declare as under on behalf of the firm:-

1. I/We am/are submitting Bid for _____ (Name of project)
2. I/We, the undersigned, do hereby certify that all the statements as contained in the Bid and annexures thereto are true and correct.
3. I/We, the undersigned, also hereby certify that neither our firm M/s _____ nor any of its constituent partners have abandoned any work/ contract awarded to us for which the reasons are attributable to the non-performance of the contractor.
4. I/We, the undersigned, also hereby certify that no criminal proceedings are pending/ ongoing in any court of law regarding any project executed by our firm.
5. I/We, the undersigned, also hereby certify that our firm has not been debarred/blacklisted by DIMTS or any Government or Semi Government Organization.
6. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by DIMTS to verify this statement or regarding my (our) competence and general reputation.
7. I/We, the undersigned, understand and agree that further qualifying information may be requested, and agrees to furnish any such information at the request of DIMTS.

[Deponent]

Signed by an Authorized Officer of the Bidder

Title of Officer

Name of Bidder

Date

VERIFICATION

I/We, the above named deponent do hereby solemnly affirm that the information contained in para 1 to 7 above are true and correct as per my knowledge and records and nothing material has been concealed there from..

Verified on _____, 2013 at _____.

[Deponent]

*** To be given on Non-judicial stamp paper of Rs.10/- duly signed by authorized notary.**

ANNEXURE-1

1. Qualification/Eligibility Criteria for Technical Package

The evaluation of Technical Package will be based on Bidders meeting all the following minimum pass/fail criteria regarding their general and particular experience, financial position, personnel and equipment capabilities and other relevant information furnished by the Bidder:

1.1 Experience

1.1.1 General Experience

The Bidder shall provide documentary evidence that it has been in the business of Civil construction works / maintenance of Civil works during the last 7 years in the role of prime contractor or partner in joint venture.

1.1.2 Particular Construction Experience

The Bidder shall provide documentary evidence that it has successfully/satisfactorily completed (without levy of liquidated damages):

At least one work of similar nature costing at least 80% of the estimated cost of work put to tender or two works of similar nature costing at least 50% of the estimated cost of work put to tender or three works of similar nature costing at least 40% of the estimated cost of work put to tender during the ~~current financial year 2012-13~~ or last seven years (years to be considered shall be 2011-2012, 2010-2011, 2009-10, 2008-09, 2007-08, 2006-07, 2005-06) For this purpose, 'cost of work' shall mean gross value of the completed work including the cost of materials supplied by the Employer /Client, but excluding those ~~supplied free of cost~~

Similar work means construction and maintenance of different type of roads with paver machine having ownership of plant and paver finishers. Plant should be installed in the vicinity of NCR of Delhi.

For these, the certificate of satisfactory completion from Employer shall be submitted along with the application incorporating clearly the name of Contractor, name of the work, Contract value, billing amount, date of commencement of works, scheduled date of completion, actual date of completion, satisfactory performance of the Contractor, Quality of works executed (Very Good/Good/Fair/Poor), Time overrun if any (whether without levy of compensation/penalty, with levy of compensation/penalty or levy of compensation/penalty not decided) and any other relevant information.

The works may have been executed by the Applicant as prime contractor or as member of joint venture or as sub-contractor. In case a project has been executed as Joint Venture by two or more firms, weight age towards experience in the project would be given to JV partners in proportion to their participation in the Joint

Venture.

In case the similar work, as described above, is only a part of a composite/bigger project, the certificate from Employer should also indicate the cost of similar work out of the total project cost of composite/bigger project

Base Year and Escalation

Following enhancement factors have to be used for updating the cost of works executed to bring to a common base:

Year	Multiplying factor
2012-13	1.00
2011-12	1.07
2010-11	1.14
2009-10	1.23
2008-09	1.31
2007-08	1.41
2006-07	1.51

Applicant should incorporate the above enhancement factors to the actual amount of the works executed by them clearly indicating the calculations.

In case the financial figure and value of completed works are in foreign currency, the above enhanced factors will not be applied. Instead, actual amount in the foreign currency shall have to be converted into equivalent Indian Rupees (INR) at the State Bank of India BC selling rate as on the date two weeks prior to the last date of submission, clearly indicating the calculations.

1.2. Turnover

The Bidder shall have achieved, during last three years (years to be considered shall be 2011-12, 2010-11 & 2009-10) an average updated annual turnover from Civil construction works of at least 133% of the estimated cost of work put to tender.

The audited balance sheets for the last three years shall be submitted. The Bidder must demonstrate the current soundness of the Bidder's financial position, and indicate its prospective long-term profitability. If deemed necessary DIMTS shall have the authority to make inquiries with the Bidder's bankers. In case the balance sheet does not clearly show the turnover from Civil works only, a certificate from Chartered Accountant certifying turnover from Civil construction / Maintenance works out of total turnover shall also be submitted.

1.3 Financial capability

1.3.1 Solvency

The Bidder should submit a solvency certificate, certified by his Bankers, of at least 40% of estimated cost of work put to tender. Solvency Certificate from the Bankers shall be submitted as per form- T-4.

1.4 Deleted

1.5 Personnel capabilities

The Bidder shall supply general information on the management structure of the firm and shall make provision for suitably qualified personnel to fill the key positions/support staff/office staff as required during contract implementation for timely implementation of works.

Requirement of minimum Key personnel with qualification and experience is given in FORM T-7 of "Instructions to Bidders". The Bidder shall give an undertaking (in the FORMAT of FORM T-7) to provide personnel for these positions satisfying the qualification and experience requirements.

1.6 Equipment capabilities

The Bidder is required to own or have assured access through hire or lease to the key items of equipment required during contract implementation for timely implementation of works.

A general list of minimum requirement of major plant and machinery required for the project is given in form T-8 of "Instructions to Bidders". The Bidder shall give an undertaking (in the FORMAT of FORM T-8) to provide all the plant and machinery required for timely implementation of project.

1.7 Litigation History

The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder will result in failure of the application.

1.8 Disqualification

Even though the Bidder meets the above criteria, he is subject to be disqualified if Bidder has:

- made misleading or false representation in the forms, statements and attachments submitted; or
- any criminal proceedings are pending/ ongoing in any court of law regarding any project executed by the Bidder.
- has been debarred/blacklisted by DIMTS or any Government or Semi Government Organization.

- records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, inordinate delays in completion, consistent history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy, etc.
- shown poor performance in any of the works at DIMTS.
- any near relative posted in DIMTS in any capacity (any breach of this condition by the bidder would render him liable to be debarred for taking up works in DIMTS). The near relatives include wife, husband, partners, grand-parents, children, grand children, brothers, sisters, uncles, aunts, cousins, and their corresponding in-laws.
- Is under a declaration of ineligibility for corrupt or fraudulent practice

2. Joint Ventures/Consortium : Joint Ventures/Consortiums are not allowed to bid for the project.

ANNEXURE-2

SCOPE OF WORK & SITE INFORMATION

Section-A : Site Information

1. SITE INFORMATION

1.1 Work Site

- 1.1.1 The project sites are on the BRT Corridor from Ambedkar Nagar to Delhi Gate located in the National Capital Territory of Delhi.
- 1.1.2 The work shall be executed at BRT Corridor from Ambedkar Nagar to Delhi Gate located in the National Capital Territory of Delhi.
- 1.1.3 The Contractor shall plan his works keeping in view restriction of approach and availability of space and time.

1.2 GENERAL CLIMATIC CONDITIONS

- 1.2.1 The area in which the work lies is mostly plain terrain.
- 1.2.2 The highest and lowest temperatures in general range from 45 degree Celsius to 3 degree Celsius.
- 1.2.3 Summer season is from April to June and winter season is from November to March.
- 1.2.4 The mean average annual rainfall in the area over a five-year period is of the order of 735 mm, a good portion of which is concentrated during July to mid September, when about 75% of the annual rainfall occurs.
- 1.2.5 Delhi experiences extreme climatic conditions and Bidders must acquaint themselves about the same before submitting the Bid. The Employer shall in no way be responsible on this account.

1.3 SEISMIC ZONE :

Delhi falls in Seismic Zone IV. Earthquake of maximum magnitude VIII on Modified Mercalli scale has been experienced in the past, in the region.

The above site information is being made available to Bidders in good faith and Bidders are advised to obtain relevant information, as may be considered necessary by them, before quoting for the bid. No claims whatsoever on account of any discrepancy in the above information shall be admissible to Bidders.

Section-B : Scope of Work

1 Objective

The objective of the contract is filling-up depressions and making the proper gradients of road surface at different locations in BRT corridor. So as to provide better facilities to the road users. The contractor has to complete all the related item of works (including but not limited to construction and removal of the Temporary Works required if any) and the rectification of defects appearing in the works in the manner and to the standards and within the time stipulated by the Contract. In full recognition of this objective, and with full

acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of the Works.

2. SCOPE OF WORKS

The work under this contract shall be carried out in accordance with the various documents constituting the contract and shall consist of various salient items as generally described below:

2.1 Scope of work included in BOQ

- (i) Providing and laying Bituminous Macadam for profile correction base.
- (ii) Providing and laying dense Bituminous concrete on prepared surface.

2.2 Traffic Management/Traffic Safety/Work Area Safety: The proposed work is to be carried out on a very busy road. The Contractor shall carry out the Works so as to minimize disruption to road and pedestrian traffic. The Contractor shall prepare his traffic management plan based on his proposed construction methodology in co-ordinate with DIMTS and in conjunction with Delhi Traffic Police. He shall comply strictly with the approved plan during construction of his works. Development of traffic management/diversion plans/schemes & traffic safety plans and its approval from Delhi Traffic Police & other local authorities shall be the responsibility of the Contractor. Development of work area safety plans shall be as per the provisions of contract and its implementation at site. Traffic barricades with blinkers, reflective tapes, road delineators, traffic cones, portable signage's, reflective lights and other necessary traffic signage should be provided wherever required as per detailed plans, as required and as directed by DIMTS/Traffic Police. Temporary traffic diversion for smooth flow of traffic will be provided during construction including necessary traffic signs, repairs to diverted route/services lanes if required. Properly equipped Traffic marshals shall be deployed for the period of diversion to guide the road users and to avoid traffic congestion (deployment of guards for safety of work area etc. shall be the responsibility of contractor and nothing extra shall be paid for this). Restoration of diverted route in original condition etc. shall be done by Contractor. Contractor shall not be paid for these items (pertaining to barricades, traffic marshals & signboards) and all/any other related work/activity shall be considered incidental to work.

2.3 Utilities :

Precautions to be taken in regard to the utilities mentioned as under;

- (i) Utilities must not be damaged at any cost. If due to some or the other reason, mis-happening occurs, it should be rectified immediately by the Contractor at his own cost under intimation of DIMTS/Employer.
- (ii) Till rectification of the damaged trunk sewers, the Contractor shall arrange substitute arrangement for sewer pumping and its disposal as per directions of utility owning agency. The similar arrangement to be done for other utilities.
- (iii) The covers of manholes be saved from heavy machinery movement to avoid any accident/Slippage of malba in manholes etc into the T/Sewers which may cause blockage of lines. In case of damage of manhole cover & frame, the same shall be replaced immediately by the Contractor at his own cost.
- (iv) Manholes of the trunk sewer should be kept freely accessible for cleaning and removal of blockages and malba should not be dumped over these manholes.
- (v) Branch sewer connections which are connected with the trunk sewers should also be taken care of. If the same are damaged, the same should be restored immediately on priority.

2.4 Deleted

2.5 Deleted

2.6 Deleted

2.7 There is possibility of some of the items not getting mentioned here. Contractors are requested to go through the Bid drawings in detail as the works mentioned above as well as indicated in the Bid drawings would be considered inclusive in the scope of work.

2.8 The scope of works shall also include but not limited to the following incidental activities:

- a. Site clearance and dismantling of obstructions etc., before commencement of work as specified or as directed;
- b. Preparing fabrication/shop/erection drawings for structural work and obtaining approval in respect thereof from the DIMTS, inclusive of incorporation of all modifications, alterations, changes, etc. that may be required to be carried as directed;
- c. True and proper setting out and layout of the works, bench marks and provision of all necessary labour, instruments and appliances in connection therewith as specified or as directed;
- d. All aspects of quality assurance, including testing of materials and other components of the work, as specified or as directed;
- e. The Contractor has to ensure cleanliness of the work area and its surroundings by deploying man power for the same. The Contractor shall have to ensure proper

- brooming, cleaning and washing of work area till the currency of the contract including disposal of sweepage. Nothing extra shall be payable on this account;
- f. Day to day cleaning of worksite throughout the execution period.
- g. Clearing of site and handing over of all the Works, as specified or as directed;
- h. Maintenance of the completed Work during the period as specified;
- i. Deleted
- j. The scope of work includes working under all conditions at site, foul, moisture, water, weather etc., diversion/pumping/bailing out of water, if required.
- k. In terms of the provisions of the relevant conditions of contract, complying with all safety & environmental protection guidelines at site during construction period. Protection & safety of existing structures in or within the vicinity the construction area.
- l. Liaison with other government departments whenever required.
- m. Underpinning and protection of existing buildings and structures wherever required.
- n. Dewatering arrangements, if required.
- o. Dismantling of road crust, footpaths, kerb stones etc. during construction, proper stacking of serviceable material and cartage to stores/godowns of DIMTS. Disposal of surplus earth, malba, unserviceable material to the nearest sanitary landfill site.
- p. Construction of temporary diversions during construction.
- q. Deleted

The above mentioned activities shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

- 2.9 All ancillary and incidental facilities required for execution of the work e.g. labour camps, stores, laboratory at site, work shop facilities, watch and ward, temporary structure for plants and machinery, water storage structure, tube wells, electric/ telephone installation and charges, liaison work, protection work during execution not included in the main items, any other item/ activity contained in the Bid documents which is necessary for execution of work in the opinion of the DIMTS, shall be deemed to be included in the BOQ and nothing extra shall be paid for the same. Works to be performed under this shall also include all general works preparatory to the construction and works of any kind necessary for the due and satisfactory construction, completion and maintenance of the works to the intent and meaning of the drawings adopted and technical specifications, to best DIMTS standards and orders that may be issued by the DIMTS from time to time, compliance by the agency with all Conditions of Contract, supply of all materials, apparatus, plants, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop, staff, labour and the provision of proper and sufficient protective works, diversion, temporary fencing, lighting and watching required for the safety of the public and protection of works on adjoining land; first –aid equipment, sanitary, accommodation for the staff and workmen, effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties, duties or the other charges arising out of the erection of works and the regular clearance of rubbish, clearing up, leaving the site perfect and tidy on completion

2.10 Deleted

2.11 Deleted

3. ENVIRONMENTAL CONSIDERATIONS

All provisions and conditions contained in the Bid documents and other statutory provisions regarding environmental protection, safety & health shall be strictly complied with and shall be incidental to work.

4. STANDARDS

- (1) Equipment, materials and systems shall be designed, manufactured and tested in accordance with the latest International and/or National Codes and standards. The Contractor shall submit copies to the DIMTS of all Codes and standards used for the work.
- (2) Reference to standards or to materials and equipment of a particular manufacturer shall be regarded as followed by the words "or equivalent". The Contractor may propose alternative standard, materials, or equipment that shall be equal to or better than those specified. If the Contractor for any reason proposes alternatives to or deviations from the specified standards, or desires to use materials or equipment not covered by the specified standards, the Contractor shall apply for the consent of the DIMTS. The Contractor shall state the exact nature of the change, the reason for making the change and relevant specifications of the materials and equipment in the English language. The decision of the DIMTS in the matter of quality will be final.



Delhi Integrated Multi Modal Transit System Ltd.

(A Joint Venture of Govt. of Delhi & IDFC Ltd.)

- Subject:** Implementation of BRT Corridor from Ambedkar Nagar to Delhi Gate,
- Sub Head:** Repairs to depressions and rough patches in the bituminous road surface from Ambedkar Nagar to Delhi Gate on BRT Corridor.

BID DOCUMENTS

VOLUME 1

PART 3 : GENERAL CONDITIONS OF CONTRACT(GCC)

Delhi Integrated Multi Modal Transit System Ltd.

(A Joint Venture of Government of Delhi & IDFC Ltd.)

**1st Floor, Maharana Pratap Inter State Bus Terminus,
Kashmere Gate, Delhi-110006**

GENERAL CONDITIONS OF CONTRACT**A. Definitions**

- I. The Contract means the documents comprising the bid and acceptance thereof and the formal agreement executed between DIMTS and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by DIMTS and all these documents taken together, shall be deemed to form one contract.
- II. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - (i) The expression 'works or work' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted, or additional.
 - (ii) The 'Site' shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the, purpose of carrying out the contract.
 - (iii) The 'Contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the authorised representatives/employees of such individual or the persons composing such firm-or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company.
 - (iv) DIMTS's Representative means the Engineer/Officer of DIMTS who shall supervise and be in charge of the work.
 - (v) 'Government' shall mean the Government of National Capital Territory of Delhi or Government of India as the case may be.
 - (vi) 'Accepting Authority' shall mean the Managing Director cum CEO, DIMTS Ltd.
 - (vii) 'Excepted Risk' are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by DIMTS/Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to DIMTS's faulty design of works.
 - (viii) 'Market Rate' shall be the rate as decided by DIMTS/DIMTS's Representative on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Appendix to Bid to cover, all overheads and profits.
 - (ix) Tendered value/Contract Price means the value of the entire work as stipulated in the letter of acceptance.

III. Scope and Performance

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

- IV. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- V. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Bill of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
- VI. The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of bid for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

VII Discrepancies and Adjustment of Errors

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

In the case of ambiguities or discrepancies, the priority of the documents forming the contract shall be as follows:

- (i) The Contract Agreement
- (ii) The letter of acceptance
- (iii) The Tender
- (iv) Special/Additional Conditions of Contract
- (v) General Conditions of Contract
- (vi) The Technical Specifications
- (vii) Drawings
- (viii) Priced Bill of Quantities
- (ix) Any other document forming part of contract as may be specified in the contract agreement

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Bill of Quantities(BOQ) or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

B. CLAUSES OF CONTRACT

1. Performance Guarantee :

- 1.1 The contractor shall Submit an irrevocable Performance Guarantee of 5% (Five percent) of the contract price in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement (not withstanding and/or without prejudice to any other provisions in the contract) within ~~07 days~~ from the date of issue of letter of acceptance. This period can be further extended by DIMTS up to a maximum period as specified in Appendix to Bid on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of DIMTS. This guarantee shall be in the form of in cash (if the guarantee amount is less than Rs.10,000/-); or in the form of Demand Draft of any Nationalized/Scheduled Indian Bank payable at New Delhi/Delhi in favour of DIMTS Ltd. (in case the guarantee amount is less than Rs.1,00,000/-); or in the form of Government Securities or Fixed Deposit Receipts of any scheduled Indian Bank pledged in favour of DIMTS Ltd. or in the form of Bank Guarantee from any Nationalized Indian Bank/any RBI approved Scheduled Indian Bank. The format of Bank Guarantee shall be strictly in accordance with the format of Performance Security as provided in "Instructions to Bidders".
- 1.2 The performance guarantee shall be valid upto a ~~period 60 days~~ beyond the completion of work. In case the time for completion of work gets enlarged, the contractor shall extend performance guarantee to cover such enlarged time for completion of work. The performance guarantee shall be returned to Contractor (without any interest) after 60 days from the completion of work or till final bill has been paid whichever is later.
- 1.3 DIMTS shall not make a claim under the performance guarantee except for amounts to which DIMTS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract) in the event of:
- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event DIMTS may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay DIMTS 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 DIMTS.
 - (c) In the event of the contract being determined or rescinded under any of provisions of the agreement, the performance guarantees shall stand forfeited in full and shall be absolutely at the disposal of DIMTS.

2. Recovery of Security Deposit-

The successful bidder (hereinafter called the contractor) shall permit DIMTS at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum deposited reaches the 5% of the contract price of the work. Such deductions will be made and held by DIMTS by way of Security Deposit.

All compensations or the other sums of money payable by the contractor to DIMTS under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by DIMTS on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good or replenish any sum or sums which may have been deducted.

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

50% of the security deposit as deducted above shall be released to contractor after issue of Completion Certificate by DIMTS and balance 50% of security deposit shall be released to contractor after issue of Performance Certificate after end of defects liability period or till the final bill has been paid whichever is later.

3. Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 8 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to DIMTS on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as DIMTS (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 8 or that the work remains incomplete.

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

(i) Compensation for delay of work: @ 1.5 % of the contract price per month of delay to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid by the Contractor under this Condition shall not exceed 10% of the contract price of work or of

the contract price of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with DIMTS. In case, the contractor does not achieve a particular milestone mentioned in the Appendix to Bid or the re-scheduled milestone(s) in terms of Clause 8 hereof, the amount shown against that milestone (in the appendix to Bid) shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

4. Incentive for early completion

In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one per cent) of the contract price per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the contract price. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of this Clause shall be applicable only when so provided in Appendix to Bid.

5. When Contract can be Determined

5.1 Subject to other provisions contained in this clause, DIMTS may, without prejudice to its any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been served by DIMTS a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of DIMTS (which shall be final and binding) he will be unable to secure completion of the work by the scheduled date for completion and continues to do so after a notice in writing of seven days from DIMTS.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given

in writing in that behalf by DIMTS.

- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by DIMTS.
- (v) If the contractor shall offer or give or agree to give to any person in service of DIMTS, or to any other person on its behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for DIMTS.
- (vi) If the contractor shall enter into a contract with DIMTS, in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to DIMTS.
- (vii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (viii) 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.
- (ix) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (x) If the contractor assigns, transfers, sublets (engagement of labour on a piecework basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of DIMTS.
- (xi) If the work is not started by the contractor within 1/8th of the stipulated time for completion of work.

5.2 When the contractor has made himself liable for action under any of the cases aforesaid, DIMTS shall have powers:

- (i) To determine the contract as aforesaid (of which termination notice in writing to the contractor by DIMTS shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of DIMTS.
- (ii) To award the unexecuted work to another contractor after giving notice to the

contractor to measure up the work already executed (if any) within given timeframe as may be specified by DIMTS. The contractor, whose contract is determined as above, shall not be allowed to participate in the bidding process, if any, for the balance work.

- 5.3 In the event of above courses being adopted by DIMTS, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until DIMTS's Representative 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.
6. 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 terminate/close the contract. In such eventuality, the Performance Security of the contractor shall be refunded but no payment on account of interest, loss of profit or damages etc. shall be payable at all.
7. Contractor liable to pay Compensation even if action not taken under Clause 5
- In any case in which any of the powers conferred upon DIMTS by Clause-5 hereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of DIMTS exercising all or any of the powers vested in it under the preceding clause it may, if it so desires, after giving a notice in writing to the contractor, take possession of (or at the sole discretion of DIMTS which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of DIMTS) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by DIMTS, whose certificate thereof shall be final, and binding on the contractor, or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice). In the event of the contractor failing to comply with any such requisition, DIMTS may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor's risk in all respects and the certificate of DIMTS as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.
8. Time and Extension for Delay

The time allowed for execution of the Works as specified in the Appendix to Bid or the extended time in accordance with these conditions, as the case may be, shall be essence of the Contract. The execution of the works shall commence from such time period as mentioned in Appendix to Bid or from the date of handing over of the-site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, DIMTS shall, without prejudice to any other right or remedy available in law or under the contract, be at liberty to forfeit the performance guarantee absolutely.

8.1 ~~Within 07 days of issue~~ of letter of acceptance, the Contractor shall submit a Time and Progress Chart/Work programme for each mile stone and get it approved by DIMTS. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between DIMTS and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Appendix to Bid.

8.2 If the work(s) be delayed by any of the force majeure events as below -

- (i) riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by DIMTS in executing work not forming part of the Contract, or
- (vi) any other cause which, in the absolute discretion of DIMTS is beyond the Contractor's control,

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to DIMTS but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of DIMTS to proceed with the works.

8.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fifteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

- 8.4 In any such case DIMTS may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by DIMTS in writing within a reasonable time of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by DIMTS and this shall be binding on the contractor.

9. Measurement of work done

DIMTS shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements shall be taken jointly by DIMTS's Representative or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by DIMTS's Representative and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by DIMTS's Representative or his representative, DIMTS shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by DIMTS's Representative or his representative shall be deemed to be accepted by the Contractor.

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

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for

any item no such standard is available, then a mutually agreed method shall be followed.

The contractor shall give, not less than five days' notice to DIMTS or its authorized representative/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 covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of DIMTS or his authorized representative/in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or DIMTS's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

DIMTS or his authorized representative may cause either themselves or through another officer of DIMTS to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

10. Computerized Measurement Book

DIMTS shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of 'A-4 size' so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from DIMTS's Representative. After the necessary corrections made by DIMTS's Representative, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to DIMTS's Representative for the dated signatures by DIMTS's Representative and the contractor or their representatives in token of their acceptance.

The final & fair computerized measurements shall be bound and paginated. This should be done before the corresponding bill is submitted for payment.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements along with two spare copies of the bill. Thereafter, this bill will be processed by DIMTS's Representative.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by DIMTS's Representative.

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

11. Payment on Intermediate Certificate to be regarded as Advances

No payment shall be made for work, estimated to cost Rs. twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in triplicate on or before the date of every month fixed for the same by DIMTS. The contractor shall not be entitled to be paid any such interim payment if the gross amount of work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Appendix to Bid, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. DIMTS shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, DIMTS or his representative shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by DIMTS's Representative certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by DIMTS. The amount admissible shall be paid by 14th working day after the day of presentation of the bill by the Contractor to DIMTS.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any

certificate given by DIMTS's Representative relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of DIMTS under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

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

12. Completion Certificate and Completion Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to DIMTS and within thirty days of the receipt of such notice, DIMTS's Representative shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his labour on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by DIMTS's Representative. If the contractor shall fail to comply with the requirements of this clause, DIMTS's Representative may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

13. Contractor to keep Site clean

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work

is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, DIMTS's Representative shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, DIMTS's Representative shall give ten days notice in writing to the contractor.

14. Completion Plans to be submitted by the Contractor

The contractor shall submit completion plans (as built drawings) for the work executed within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.50,000/- (Rs. Fifty Thousand only) as may be fixed by DIMTS and in this respect the decision of DIMTS shall be final and binding on the contractor.

15. Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner, as specified for interim bills, within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by DIMTS whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by DIMTS, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by DIMTS.

- | | | |
|------|---|------------|
| (i) | If the Contract Price/Value of work is upto Rs.15 lakhs | :3 months |
| (ii) | If the Contract Price/Value of work exceeds Rs.15 lakhs | : 6 months |

16. -Deleted-

17. Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works.

The contractor shall, at his own expense and without delay, supply to DIMTS's Representative samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by DIMTS's Representative furnish proof, to the satisfaction of DIMTS's Representative, that the materials so comply. DIMTS's Representative shall, within thirty days of supply of samples or within such further period as he may require, intimate to the Contractor in writing whether samples are approved by him or not. If samples are not

approved, the Contractor shall forthwith arrange to supply to DIMTS's Representative for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of DIMTS's Representative shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by DIMTS's Representative. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as DIMTS's Representative may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by DIMTS's Representative and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. DIMTS's Representative or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

DIMTS's Representative shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, DIMTS's Representative shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. DIMTS's Representative shall also have full powers to require other proper materials to be substituted thereof and in case of default, DIMTS's Representative may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Special/Additional conditions of contract.

18.

18.1 Mobilization Advance

If requested by Contractor in writing, DIMTS will make an interest bearing advance payment not exceeding 10% of the tendered value (in two equal installments) to Contractor exclusively for mobilization for works. The first installment of such advance shall be released by DIMTS to the Contractor on a written request after signing of agreement. The second installment shall be released by DIMTS only after the contractor furnishes the proof of the satisfactory utilization of the earlier installment to the entire

satisfaction of DIMTS. All withdrawals under mobilization advance should be affected before the gross value of work done reaches 25% of contract amount or 4 months from the date of commencement of works whichever is earlier.

The contractor shall submit a bank guarantee from a scheduled bank for the full amount of mobilization advance before such advance is released.

Provided always that provision of this clause shall be applicable only when so provided for in Appendix to Bid.

18.2 Interest & Recovery

The mobilization advance in clauses 18.1 above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and shall be recovered at the rate of 25% of gross value of interim payments in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

If the circumstances are considered reasonable by DIMTS, the period mentioned in clauses 18.1 for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of DIMTS.

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

19. Payment on Account of Increase in Prices/Wages Due to Statutory Orders.

If after submission of bid, the price of any material incorporated in the works(excluding the materials covered under clause 20) and/or wages of labour increases, as a direct result of the coming into force of any fresh/new law or statutory rule or order (but not due to any changes in rates of sales tax/VAT or any other existing tax/levy at the last stipulated date for receipt of bids) beyond the prices/wages prevailing at the time of last stipulated date for receipt of the bids including extensions if any for the work during contract period including the justified period extended under provision of Clause -8 of the contract without any action under clause-3, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price /wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is lower.

If after submission of the bid, the price of any material incorporated in the works(excluding the materials covered under clause 20) and/or wages of labour, prevailing at the time of last stipulated date for receipt of the bids including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax/VAT or any other existing tax/levy as per law/statutory rule), DIMTS shall in respect of materials incorporated in the works(excluding the materials covered under clause 20) and/or labour engaged on the execution of the work after the date of coming into force of such laws statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of bids including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause –8 of the contract without any action under clause-3. DIMTS may call books of account and other relevant documents from Contractor to satisfy himself about reasonability of increase in prices of materials and wages

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to DIMTS stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply. For this purpose, the labour component of work executed during period under consideration shall be 15(fifteen) percent of the value of work done during that period and the increase and decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

20. Deleted

21. Deleted

22. Dismantled Material DIMTS' Property

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

23. Work to be executed in Accordance with Specifications, Drawings, Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also

conform exactly, fully and faithfully to the design, drawings and instructions issued by DIMTS in writing in respect of the work.

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

24. Deviations/ Variations, Extent and Pricing

DIMTS 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 DIMTS's Representative 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.

24.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by DIMTS.

24.2 Deviation, Extra Items and Pricing

In the case of extra item(s), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and DIMTS 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.

24.3 Deviation, Substituted Items, Pricing

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

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

24.4 Deviation, Deviated Quantities, Pricing

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

- 24.5 The provisions of the preceding paragraph shall also apply to the decrease in the rate of items for the work in excess of the limits laid down in Appendix to Bid and DIMTS 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.

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

24.7 Any operation incidental to or necessarily has to be in contemplation of Bidder while filing bid, or necessary for proper execution of the item included in the bill of quantities 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. Nothing extra shall be admissible for such operations.

25. Foreclosure of contract due to Abandonment or Reduction in Scope of work

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

The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by DIMTS for the items hereunder mentioned which could be utilized on the work to the full extent in view of the foreclosure.

- (i) Any expenditure incurred on preliminary site work. e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) DIMTS shall have the option, at its sole discretion, to take over contractor's materials or any part thereof, either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work). For materials taken over by DIMTS, if any, cost of such materials as detailed by DIMTS shall be paid. The cost shall, however take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by DIMTS furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the

contract and less the cost of contractor's materials at site taken over by DIMTS as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, DIMTS shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by DIMTS from the contractor under the terms of the contract.

26. Deleted

27. Suspension of Work

- (i) The contractor shall, on receipt of the order in writing of DIMTS (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as DIMTS may consider necessary so as not to cause any damage or injury to the work already executed or endanger the safety thereof for any of the following reasons:
 - (a) on account of any default on the part of the contractor or;
 - (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
 - (c) for safety of the works or part thereof.

The contractor shall during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by DIMTS.

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
 - (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - (b) if the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as DIMTS may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to DIMTS within fifteen days of the expiry of the period of 30 days.
- (iii) If the works or part thereof is suspended on the orders of DIMTS for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on DIMTS requiring permission within fifteen days from receipt by DIMTS of the said notice, to proceed with the work or part thereof in regard to which

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

28. Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of DIMTS or any organization engaged by DIMTS for Quality Assurance, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within six months of the completion of the work from DIMTS specifying work, materials or articles, notwithstanding that the same may have been passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the Contractor failing to do so within a period specified by DIMTS in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 3 of the contract (for non-completion of the work in time) for this default.

In such case DIMTS may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as DIMTS may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he

may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of DIMTS to be conveyed in writing in respect of the same will be final and binding on the contractor.

29. Contractor Liable for Damages, defects during maintenance period (Defects Liability Period)

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building/work in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within the period specified in Appendix to Bid(defects liability period) after a certificate final or otherwise of its completion shall have been given by DIMTS as aforesaid arising out of defect or improper materials or workmanship, the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default DIMTS shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

The Contract shall not be considered to be completed until the Performance Certificate has been issued by DIMTS after the end of defects liability period and delivered to the Contractor, stating the date on which the Contractor completed his obligations under defects liability period to DIMTS' satisfaction. Only the Performance Certificate shall be deemed to constitute approval of the Works.

After the Performance Certificate has been issued, the Contractor and the Employer shall remain liable for the fulfillment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.

30. Contractor to Supply Tools & Plant etc.

The contractor shall provide at his own cost all materials, tools & plants for proper execution of work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of DIMTS as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage

therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by DIMTS at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

31 Labour Laws To Be Complied By Contractor

- 31.1 During continuance of the contract, the Contractor and his Subcontractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep DIMTS indemnified in case any action is taken against DIMTS by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If DIMTS is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye-laws / acts / rules / regulations including amendments, if any, on the part of the Contractor, DIMTS shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by DIMTS.

The employees of the Contractor and the Sub-contractor shall in no case be treated as the employees of DIMTS at any point of time.

List of some major Labour Laws applicable to establishments engaged in construction works are given in Annexure A-1 for reference purpose. However, the said list is merely indicative and the Contractor shall also comply with all/any other law that may be applicable.

The contractor and sub contractors shall comply with the provisions related to welfare, safety, health & environmental protection as given in Special/Additional Conditions of Contract.

31.2 Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, DIMTS is obliged to pay compensation to a

workman employed by the contractor in execution of the works, DIMTS will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of DIMTS under sub-section (2) of Section 12, of the said Act. DIMTS' shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DIMTS to the contractor whether under this contract or otherwise. DIMTS shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act.

31.3 Claims on account of violation of Labour Laws:

If, as a result of any instructions, directions or decisions from the concerned authorities or claim or application made under any of the labour laws or regulations due to violation of labour laws by Contractor, DIMTS has to pay any money, such money shall be deemed to be money payable by Contractor to DIMTS. In case of failure on part of Contractor to repay this money to DIMTS within seven days of demand made by DIMTS, DIMTS shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. DIMTS shall not be bound to contest any claim made against it under any of the labour laws.

31.4 The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and under any/all other labour statutes as may be required thereunder, before the commencement of the work, and continue to have a valid license until the completion of the work .

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

31.6 The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly.

31.7 The contractor shall indemnify and keep indemnified DIMTS against payments to be made under and for the observance of the laws aforesaid.

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

31.9 The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wages of workmen.

- 31.10** In respect of all labour directly or indirectly employed in the work for the performance of the contractor's obligations under this contract, the contractor shall at his own expense arrange for the safety provisions as per the provisions for safety, health & environmental protection given in Special/Additional Conditions of Contract and other statutory guidelines/rules and shall at his own expense provide for all facilities in connection therewith.
- 31.11 In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by him.
- 31.12 The contractor(s) shall at his/their own cost provide his/their labour with the following facilities:
- (a) Sufficient number of huts/tents
 - (b) Sufficient number of latrines and urinals.
 - (c) Sufficient quantity of potable water for drinking and other purposes
 - (d) Proper drainage and sanitation
 - (e) The contractor shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- 31.13 DIMTS may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employment who may be incompetent or misconducts himself and the contractor shall forthwith comply with such requirements.
- 31.14 The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.
- 31.15 It shall be the responsibility of the contractor to see that the building/work under construction is not occupied by anybody unauthorized during construction, and is handed over to DIMTS with vacant possession of complete building. If such building/work though completed is occupied illegally, then DIMTS shall have the option to refuse to accept the said building/work in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of tendered value

of work maybe imposed by DIMTS whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, DIMTS, through a notice, may require the contractor to remove the illegal occupation anytime on or before construction and delivery.

32 Employment of Skilled/Semi Skilled workers

The contractor shall, at all stages of work deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to DIMTS for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from DIMTS. Failure on the part of contractor to obtain approval of DIMTS or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of DIMTS as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

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

33. Work not to be sublet/Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of DIMTS and if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any officer of DIMTS in any way relating to his office or employment, or if any such officer shall become in any way directly or indirectly interested in the contract, DIMTS shall have power to adopt the course specified in Clause 5, hereof in the interest of DIMTS and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

The sub-contracting shall be generally limited to 50% of the contract price(excluding the cost of escalators).

It will be obligatory on the part of the Contractor to obtain consent of DIMTS to the identity of the sub-contractor. Not less than 28 days before the intended date of each Sub-contractor commencing work, the Contractor shall notify DIMTS of such intention. DIMTS will give his consent after assessing and satisfying itself of the capability, experience and equipment resources of the sub-contractor. In case DIMTS intends to withhold its consent, it should inform the Contractor within 15 days to enable him to make alternative arrangements to fulfil his works programme.

The Contractor shall not be required to obtain consent for purchases of Materials which are in accordance with the standards specified in the Contract or provisions of labour or for the sub-contracts for which the Sub-contractor is named in the Contract;

The provision of labour and material and for petty Contractors / piece Works under direct supervision of Contractor's Representatives shall not come under the purview of this clause.

The value of a sub-contract as and when awarded, should be intimated by the Contractor to DIMTS and it should also be certified that the cumulative value of the sub-contracts awarded so far is within the aforesaid limit of 50%. A copy of the contract between the Contractor and Sub-Contractor shall be given to DIMTS within 15 days of signing and in any case 7 days before the Sub Contractor starts the Work and thereafter the Contractor shall not carry any modification without the consent in writing of DIMTS. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the Contractor.

The Contractor shall provide sufficient superintendence, whether on the site or elsewhere, to ensure that the work to be carried out by a sub-contractor complies with the requirements of the Contract.

In the case of sub-contracts for electrical and mechanical works, which the Contractor intends to procure, the Contractor shall, prior to inviting tenders from sub-contractors, submit such documents to DIMTS for review.

The proposed sub-contract terms and conditions shall impose on the sub-contractor such terms of the Contract as are applicable and appropriate to the part of the Works to be sub-contracted, to enable the Contractor to comply with his obligations under the Contract.

Notwithstanding any consent to sub-contract given by DIMTS, if in his opinion he considers it necessary, the Engineer shall have full power to order the removal of any sub-contractor from the Site or off-Site place of manufacture or storage, which power shall not be exercised unreasonably.

The Contractor shall be responsible for observance by all Sub-contractors of all the provisions of the Contract. The Contractor shall be responsible for the acts or defaults of any Sub-contractor, his representatives or employees, as fully as if they were the acts or defaults of the Contractor, his representatives or employees.

34. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of DIMTS without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
35. Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of DIMTS shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 33 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 33.

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of DIMTS/DIMTS's Representative 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.

36 Settlement of Disputes & Arbitration

36.1 Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer.

No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clauses 36.1 & 36.2 shall have been finally exhausted in relation to that Dispute or any

Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

- (b) If either party considers any action of other party to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days refer the matter to the Managing Director & CEO, DIMTS or his nominee, for amicable settlement. Upon such reference, both the Parties shall meet at the earliest mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within thirty (30) days of such meeting between the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 36.2 below.

36.2 Arbitration

a) Procedure

Subject to the provisions of Clause 36.1, any Dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996.

The Arbitration proceedings shall be conducted by the Sole Arbitrator to be appointed or nominated by the Chairman, New Delhi Municipal Council. The Party invoking the arbitration clause shall give a notice of its intention to proceed for the arbitration to Chairman, New Delhi Municipal Council, with copy to other party, requesting for appointment of Arbitrator. Such notice shall provide details for the claims along with the amount therefor and supporting documents. If within 30 (thirty) days of receipt of such notice/intimation, Chairman, New Delhi Municipal Council fails to appoint arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

The arbitrators shall always give item-wise and reasoned awards in all cases where the value of total claims exceeds Rs.1.00 million.

The award of the sole Arbitrator shall be binding on all parties.

- b) Neither party shall be entitled to bring a claim for arbitration, if it is not filed within four months of the following:-
 - (i) Of the date of completion of the work as certified by DIMTS Or
 - (ii) Of the date of abandonment of the work or breach of contract under any of its clauses. Or
 - (iii) Of its non-commencement or non resumption of work within 10 days of written notice for commencement or resumption as applicable. Or
 - (iv) 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

If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitrator shall be made within four 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 DIMTS (whose decision in this respect shall be final and binding) whichever is earlier.

If the claim pertains to any action by either parties during defects liability period, the reference to the Arbitrator shall be made within two months from the date of end of defects liability period

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.

(c) Place of Arbitration

The place of arbitration shall be at Delhi.

(d) English Language

The language of arbitration shall be English and the Award shall be a speaking award.

(e) Performance during Arbitration

Pending the submission of and/or decision on a dispute and until the arbitration award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

(f) Costs

Each of the Parties to this Agreement shall bear their own respective costs for and during the Arbitration and shall not raise any claim in respect thereof as against the other Party. The fees, if any, of the arbitrator and other expenses incurred by Arbitrator shall be shared in equal proportion by both the parties and shall be paid before the award is made and published.

(g) No Suspension of Work on Account of Arbitration

The reference to Arbitration shall proceed notwithstanding that the Works shall not then

be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

(h) Interest on Arbitration Award

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

(i) Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes between the parties.

37. Contractor to indemnify DIMTS against Patent Rights.

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

38. Lumpsum Provisions in Tender.

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

39. Action where no Specifications are specified.

In the case of any class of work for which there is no such specifications as referred to in Clause 23, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications of Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of DIMTS.

40. With-holding and lien in respect of sums due from contractor.

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by DIMTS will be kept withheld or retained as such by DIMTS till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause)or by the competent court, as the case may be, and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, DIMTS shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) DIMTS shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for DIMTS to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, such amount shall be duly paid by DIMTS to the contractor, without any interest

thereon whatsoever.

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

41 Lien in respect of claims in other Contracts .

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by DIMTS against any claim of DIMTS in respect of payment of a sum of money arising out of or under any other contract made by the contractor with DIMTS.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by DIMTS will be kept withheld or retained as such by DIMTS till its claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

42. Supply of Water & Electricity

The contractor(s) shall make his/their own arrangements for water & electricity required for the work and nothing extra will be paid for the same. This will be subject to the condition that the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of DIMTS.

43. -deleted-

44. -deleted-

45. -deleted-

46. -deleted-

47. Contractor's Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to DIMTS, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualification and experience shall not be fewer than as specified elsewhere in the bid documents. DIMTS shall within 3 days of receipt of such communication intimate in writing its approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of DIMTS 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 DIMTS and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to DIMTS 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 at all times during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by DIMTS and shall also note down instructions conveyed by DIMTS or its 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. In the event of absence of any of the representative(s) for more than two days, Substitutes duly approved by DIMTS in similar manner as aforesaid shall be provided by the Contractor.

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

- (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

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

DIMTS shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by DIMTS to be undesirable. Such person shall not be employed again at works site without the written permission of DIMTS and the persons so removed shall be replaced as soon as possible by competent substitutes.

48. Levy/Taxes payable by Contractor.

- (i) Sales Tax/VAT or any other tax on materials/works in respect of this contract shall be payable by the contractor and DIMTS shall not entertain any claim whatsoever in this respect.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. and other materials directly from local authorities.
- (iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by DIMTS and does not at any time become payable by the contractor in respect of any material used by the contractor in the works then in such a case, DIMTS shall be well within its rights and shall be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

49. Conditions for reimbursement of levy/taxes if levied after receipt of bids.

- (i) All bid prices rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982), if any new tax or levy is imposed by Statute, after the last stipulated date for the receipt of bid(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 DIMTS(whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of DIMTS and further shall furnish such other information/document as may be required from time to time.
- (iii) 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 DIMTS that the same is given pursuant to this condition, together with all necessary information relating thereto.

50. Termination of Contract on death of contractor (in case of an individual).

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, DIMTS shall have the option of terminating the contract without compensation to the contractor.

51. If the Relation Working in DIMTS

The contractor shall not be permitted to bid for works in DIMTS if he has any near relative posted in DIMTS in any capacity (any breach of this condition by the bidder would render him liable to be debarred for taking up works in DIMTS)

The term "near relatives" means wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

52. -deleted-

53. -deleted-

54. Compensation during warlike situations.

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to DIMTS and a certificate from DIMTS to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall, when ordered (in writing) by DIMTS to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all work ordered by DIMTS, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by DIMTS. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of DIMTS regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or DIMTS (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by DIMTS.

55. Apprentices Act Provisions to be complied with.

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

56. Release of Security Deposit only after Labour clearance

As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to DIMTS. Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer.

57. Miscellaneous provisions

- i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii) The Contractor shall notify DIMTS of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv) The Contractor, shall be responsible for all obligations towards DIMTS/Government for performance of works/services including that of its Associates/ Sub Contractors under the Contract.
- v) The Contractor shall at all times indemnify and keep indemnified DIMTS against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing is services under the Project.
- vi) The Contractor shall at all times indemnify and keep indemnified DIMTS against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Contractor's employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor.
- vii) The Contractor shall at all times indemnify and keep indemnified DIMTS against any and all claims by Employees, Workmen, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

- viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix) It is acknowledged and agreed by all parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Contractor for any engagement in service or employment in any capacity in any office or establishment of the DIMTS.

58. Laws Governing the Contract:-

This contract shall be governed by the Laws of India for the time being in force.

Repair of Depressions and rough patches on BRT Corridor

General Conditions of Contract

Annexure-AI

List of major Labour Laws applicable to establishments engaged in Construction of Civil Works

Workmen Compensation Act, 1923

Payment of Gratuity Act, 1972

Employees' PF and Miscellaneous Provisions Act, 1952

Maternity Benefit Act, 1951

Contract Labour (Regulation and Abolition) Act, 1970

Minimum Wages Act, 1948

Payment of Wages Act, 1936

Equal Remuneration Act, 1979

Payment of Bonus Act, 1965

Industrial Disputes Act, 1947

Industrial Employment (Standing Orders) Act, 1946

Trade Unions Act, 1926

Child Labour (Prohibition and Regulation) Act, 1986

Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act, 1979

The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Cess Act of 1996

The Factories ACT. 1948.

Annexure-A II**Provisions Related to Safety, Health & Environment Protection to be complied/followed by Contractor**

1. The provisions given here should be read in conjunction with;
 - (a) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996. Delhi Rules, 2002
 - (b) The Factories Act, 1948
 - (c) Other Laws of India, Regulations, Rules and Codes of Practice on Safety Health and the Environment that may be applicable.
 - (d) The Conditions of Contract in respect of Health and Safety
 - (e) The Employer's Requirements as given in the documents of the Contract.
 - (f) The important applicable Indian Standards
- 1A. Cost of complying with these provisions shall be deemed to be included in the bid prices quoted by Contractor, shall be considered incidental to work and nothing extra shall be paid to Contractor except what has been specifically provided under relevant items(pertaining to barricades, traffic marshals & signboards) under schedule-A of BOQ for this work.
2. The provisions given herewith outline the minimum health and safety, standards that shall be required during the construction. These provisions represent the minimum standards required. and each Contractor is encouraged to expand and improve upon it. These provisions are not intended to replace existing standards that are currently in force in India. However, it is intended to support the standards and to highlight to Contractors the areas of concern that shall be addressed in their respective Site Safety Plans in order to establish good health and safety practices. The obligations and requirements for Health, Safety and environment protection set out within this document are entirely without prejudice and do not derogate from the Contractor's obligations with respect to the Contract and his statutory obligations with respect to Health, Safety & environment protection.
3. The Contractor is fully responsible for the safety of the Works, his personnel, subcontractors' personnel, the public and all persons directly or indirectly associated with the Works or on or in the vicinity of the Site.
4. The provisions given herewith provide relevant information and procedures to assist the Contractor to ensure that his employees and sub contractors work within a safety-conscious and safety-regulated environment. Compliance with the procedures set out in these provisions shall not relieve the Contractor of any of his Statutory Duties or his responsibilities under the Contract.

Notwithstanding anything contained herein, the Contractor shall remain liable to comply with the provisions of all acts, rules, regulations and bylaws for the time being in force in India and applicable in the matter of Safety, Health & Environment Protection.

5 GENERAL DUTIES OF CONTRACTORS

- 5.1 Every person employed by Contractor on construction sites are obliged to comply with the general duties imposed on them under the Contract. Every person employed should, not only avoid careless or reckless behaviour, but should also take positive steps to understand workplace hazards. They must follow all necessary safety and environment rules and procedures, and ensure that their acts or omissions at work do not put the health and safety of self or others at risk.
- 5.2 Contractors shall be responsible for complying with all statutory and contractual requirements on construction safety, health and environment including the general duties imposed on them under the Laws and Regulations of the Government of India, Government of the National Capital Territory of Delhi and other relevant authorities.
- 5.3 The Employer/Engineer shall only deal with health and safety matters through the Contractor and shall hold the Contractor responsible for all his and his approved Sub-contractors, actions. All approved Sub-contractors shall be responsible to the Contractor.
- 5.4 Contractor shall ensure that an adequate level of competent supervision is maintained at the workplace at all times with all supervisory staff having the relevant knowledge, training, and experience to enable them to supervise the work in a proper manner.
- 5.5 Any major breach of the Site Safety measures, relevant Statutory Provisions and Safety Codes, or any other blatant disregard for the health and safety by any person directly or indirectly associated with the works may result in the Employer/Engineer exercising their authority in requiring the removal from the Site of the Contractor's Site Manager and/or other personnel. Any person who is removed from the site for breach of safety measures shall not be allowed to be reemployed on any other worksite.
- 5.6 The Contractor shall provide all necessary measures to protect the public from accidents and shall be bound to bear the expenses of defending every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the safety precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
- 5.7 The safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work location. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
- 5.8 To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the

Engineer or his Representative.

6 REPORTING OF ACCIDENTS AND DANGEROUS OCCURRENCES

- 6.1 All accidents and dangerous occurrences shall be recorded by Contractor, regardless of whether or not personnel injury occurs.
- 6.2 The Employer/Engineer shall be notified by the quickest possible means, for example by telephone of the following classifications of accidents and incidents and by subsequent written notification within twenty four hours:
- (a) Fatal Accident
 - (b) Major Injury Accident – Any fracture, other than to the fingers or toes, any loss of limb or part of a limb, dislocation of shoulder, hip, knee or spine, loss of sight, any other injury that leads to unconsciousness, requires resuscitation, requires admittance to hospital for more than 24 hours or which causes more than 10 days absence from work.
 - (c) Dangerous Occurrence
 - (d) Any Incident Involving A Member Of The Public
- 6.3 The Contractor shall report immediately, orally and in writing, all fatal accidents, and other occurrences requiring reporting, to the police, at the police station in whose jurisdiction the accident occurred.
- 6.4 An accident shall also become reportable to the Employer/Engineer if it causes incapacity for more than three days excluding the day of the accident.
- 6.5 The following information is required in reporting an accident to the Employer/Engineer
- (a) particulars of the Contractor or approved Sub-contractor employing the injured person;
 - (b) particulars of the deceased or injured person: name, address, occupation, sex, and age;
 - (c) the date, cause or circumstances of the accident; and
 - (d) the nature of the injury, stating whether death or incapacity was caused by the injury.
- 6.6 All dangerous occurrences on site must be reported in writing to Employer/Engineer within 24 hours, irrespective of whether there are casualties or not. The following information has to be provided:
- (a) the time of the occurrence;
 - (b) damage to any building, machinery or plant; and
 - (c) the circumstances in which the accident occurred.

If no one is injured, the above notification is sufficient. In the case of death or serious injury, the accident reporting procedure outlined in para 6.5 must also be followed.

7 REPORTING OF FIRES BY CONTRACTOR

- 7.1 The Contractor shall report to the Engineer all fires which occur on site including any fires that have been extinguished by the Contractor himself, and the Engineer may send staff to investigate such fires. The following information should be provided :-

- (a) time of fire;
- (b) location of fire;
- (c) means of extinguishing the fire;
- (d) injury to any person/damage to any property; and
- (e) the probable cause of fire.

This action is in addition to reporting the incident to the Chief Fire Officer Delhi, and Police in accordance with local regulations.

8. SAFETY SIGNS

- 8.1 All safety signage that is displayed in and around the sites shall be in both Hindi and English. Examples of signs that shall be required shall include amongst others the following:

- (a) Wear Safety Helmets.
- (b) Permit to Work areas
- (c) Wear Safety Footwear.
- (d) Wear Hearing Protection.
- (e) Wear Eye Protection.
- (f) Danger Electricity.
- (g) Danger Crane Overhead.
- (h) Stop Look and Listen
- (i) No Smoking.
- (j) First Aid.
- (k) No Entry signs
- (l) Fire precautions.
- (m) Emergency Exit from underground works

- 8.2 All safety signs shall comply with the Internationally recognized Safety Colors as indicated below:-

9 INDUSTRIAL HEALTH AND LABOUR WELFARE

- 9.1 The Contractor shall be responsible for maintaining healthy working conditions for all his, and his subcontractors, workers. In particular he shall pay attention to the effects of noise, dust, air pollution and the use of chemicals. If it is not possible to remove the cause of harm then suitable and sufficient Personal Protective Equipment (PPE) should be provided to those workers who could be affected.

- 9.2 If the use of PPE is the only means of providing protection the Contractor shall ensure that all the workers affected are properly trained in the use of the PPE and that adequate supervision is provided to ensure its proper use.
- 9.3 The Contractor shall carry out noise assessments to establish what noise levels his workers are being exposed to. If excessive noise levels above 90dB(A) are found then the contractor shall attempt noise reduction measures. Where it is not possible to reduce the noise level, the Contractor shall provide the workers with suitable hearing protectors, which effectively reduce the sound level at the user's ear to, or below, 90dB(A). The Contractor shall ensure that all the workers affected are properly trained in the use of hearing protection equipment.
- 9.4 Contractor shall ensure that no worker lifts by hand or carries overhead or over his back or shoulders any material, article, tool or appliances exceeding in weight the maximum limits set out below unless aided by another worker or a mechanical device:-
- | | |
|--------------------|----------|
| (i) Adult-Male | : 55 kg. |
| (ii) Adult- Female | : 30 kg. |

9.5 Toilets

The Contractors shall ensure that an adequate number of toilets are made available at the work site with the ratio being no less than one toilet for every 50 workers or part thereof. The toilets shall be located so that persons do not have to walk more than five hundred meters to use them.

The toilets shall have adequate water supply and be kept in a clean and tidy condition at all times.

9.6 Drinking Water

The Contractors shall ensure that effective arrangements are made to provide and maintain at suitable points at work site a sufficient supply of wholesome drinking water. All such points shall be legibly marked "Drinking Water" in Hindi and English and no such point shall be situated within six meters of any washing place, urinal or latrine.

10 EXCAVATIONS

- 10.1 The contractor shall ensure that all excavations are supervised by workers with thorough knowledge and experience of excavation work.
- 10.2 The integrity of the excavation and the support system shall be inspected prior to the commencement of any works on a daily basis with the results of the inspections being formally recorded. All such records shall be kept available for inspection by the Engineer's Representative.

- 10.3 Where there is the possibility of any ingress of water then pumping sumps shall be established with pumps being readily available for use and additional ladders placed for use in the event of an emergency evacuation.
- 10.4 Before digging any excavations, Contractor shall plan against the following;
- (a) collapse of the sides;
 - (b) materials falling onto people working in the excavation;
 - (c) people and vehicles falling into the excavation;
 - (d) people being struck by plant;
 - (e) undermining nearby structures;
 - (f) Contact with underground services;
 - (g) fumes; and
 - (h) Make sure the necessary equipment needed such as trench sheets, props, etc, are available on site before work starts.
- 10.5 The following general precautions should be observed;
- (a) Prevent the sides and the ends from collapsing by battering them to a safe angle or supporting them with timber, sheeting or proprietary support systems.
 - (b) Do not go into unsupported excavations.
 - (c) Never work ahead of the support.
 - (d) Remember that even work in shallow trenches can be dangerous. Proper support may be required to be provided if the work involves bending or kneeling in the trench.
 - (e) Prevention of materials falling into excavations
 - (f) No spoil or other materials should be stored within one metre of the sides of excavations. The spoil may fall into the excavation and the extra loading will make the sides more prone to collapse.
 - (g) It may be made sure that the edges of the excavation are protected against falling materials. Toe boards may be provided, where necessary.
 - (h) Wear a hard hat when working in excavations.
 - (i) Take steps to prevent people falling into excavations. If the excavation is 2 m or more deep, provide substantial barriers, e.g. guard rails and toe boards.
 - j) Keep vehicles away from excavations wherever possible. Use brightly painted baulks or barriers where necessary.
 - (k) Where vehicles have to tip materials into excavations, use stop blocks to prevent them from over-running. Remember that the sides of the excavation may need extra support.
- 10.6 Undermining nearby structures
- To prevent the undermining of nearby structures; it shall be ensured that excavations do not affect the footings of scaffolds or the foundations of nearby structures. Walls may have very shallow foundations, which can be undermined by even small trenches. If required, temporary supports may be provided before digging starts.

11. LIFTING OPERATIONS**11.1 Lifting Appliances:**

Contractor shall ensure that all lifting appliances, including synchronised mobile jacks, pit jacks, mobile cranes, tower cranes, gantry cranes, launching beams and lorry mounted cranes, prior to being allowed to work on site shall have available for inspection by the Engineer's Representative a current Certificate of Inspection issued by a Competent Person.

All lifting appliances with a lifting capacity of more than one tonne shall, where practicable, be fitted with Automatic Safe Load Indicators and Audible Warning Devices which shall be kept in an operable condition at all times the lifting appliance is in use. Checks should be made to ensure that the Automatic Safe Load Indicator is properly calibrated and is functioning properly.

All lifting appliances shall be maintained in accordance with the manufacturer's instructions and shall be subject to a regular preventative maintenance programme.

All lifting appliances shall be inspected every three months by a third party competent person. Certificates of Inspection shall be available with the lifting appliance.

The operators of lifting appliances shall conduct daily inspections of their respective lifting appliances with the results of the inspections being recorded and kept available for inspection.

The Contractor shall ensure that only thoroughly trained and experienced persons aged twenty-one years and over are allowed to operate lifting appliances.

11.2 Lifting Gear:

Lifting Gear includes chain slings, rope slings, or similar gear and a ring, link, hook, plate clamp, shackle, swivel or eye bolt.

The Contractor shall ensure that all lifting gear shall be in good condition and shall be tested and certified every six months, with the Safe Working Load being stamped or clearly displayed upon it. Records of test shall be kept available for inspection.

All lifting gear shall be visually inspected before any use and if any defects are found then it shall be removed from site or dismantled / disabled in order to ensure that it is not used in a defective state.

All lifting gear shall be properly stored and not left lying on the ground where it could be damaged or used in an unsafe manner.

11.3 Lifting Operations:

The Contractor shall ensure that during the course of any lifting operations the following minimum requirements shall be followed:

- (a) All lifting operations shall be under the control of a competent "Lifting Supervisor" appointed by the contractor.
- (b) Only thoroughly trained and experienced crane drivers shall be allowed to operate cranes.
- (c) Only thoroughly trained and experienced slingers and riggers shall be allowed to sling loads and give directions to crane operators.
- (d) A standard code of hand signals shall be adopted for controlling the movements of the crane and both the driver and the signaller shall be thoroughly familiar with the signals.
- (e) The driver of the crane shall respond to signals from only the appointed signaller but shall obey the stop signal at any time no matter who gives it.
- (f) Before commencing any lifting operations the ground conditions on which the crane is to stand shall be investigated in order to ensure that the load bearing capabilities are adequate.
- (g) The weight of the load must be known to the crane driver and the stinger/rigger before lifting commences.
- (h) No loads are to be stowed over public areas without stopping pedestrians and vehicles first. No unauthorised persons are allowed into the lifting zone. No person is allowed to ride the hook of the crane or the loads being lifted.
- (i) Any areas where a minimum clearance of six hundred millimetres from the rear of the stowing kentledge of the crane cannot be achieved and where persons could be trapped against obstacles then a fence shall be erected to prevent access.
- (j) All crane hooks shall be fitted with an operable safety catch.
- (k) Wherever practicable all loads shall have tag-lines attached in order to ensure that the load can be controlled at all times.
- (l) Provision shall be made to ensure that the lifting slings or chains can be safely removed from the loads once they have been landed.
- (m) All lifted loads and stacked materials shall be left in a secure and stable condition at all times.
- (n) Whenever working close to isolated overhead power-lines the lifting appliances shall be grounded to earth as a secondary precaution against accidental energisation.
- (o) No close working to any live overhead power-lines is permitted without the operation of a strict Permit to Work system being in place.

11.4 WORK IN CONFINED SPACES

11.4.1 The term 'confined space' has two defining features. Firstly, it is a place which is substantially (though not always entirely) enclosed and, secondly, there will be a reasonably foreseeable risk of serious injury from hazardous substances or conditions within the space or nearby.

11.4.2 Some confined spaces are fairly easy to identify, for example, closed tanks and sewers. Others are less obvious but may be equally dangerous, for example closed and unventilated or inadequately ventilated rooms and silos, ducts, culverts, tunnels, boreholes, bored piles, manholes, shafts, excavations, sumps, inspection pits, cofferdams and building voids.

11.4.3 The most likely hazards of working in confined spaces are as follows:

- (a) Flammable Substances and Oxygen Enrichment;
- (b) Toxic Gas, Fume or Vapour;
- (c) Oxygen deficiency;
- (d) The Ingress or Presence of Liquids;
- (e) Presence of Excessive Heat,
- (f) Excessive Humidity

11.4.4 Entry Procedures

Contractors will ensure that only persons, who have been thoroughly trained, experienced and are physically fit shall be allowed to work in Confined Spaces.

Persons with any of the following medical conditions shall not be allowed to work in confined spaces:

- (a) a history of fits, blackouts or fainting attacks,
- (b) a history of heart disease or disorder,
- (c) high blood pressure,
- (d) asthma bronchitis, or shortness of breath on exertion,
- (e) deafness
- (f) meniers disease or disease involving giddiness or loss of balance,
- (g) claustrophobia or nervous or mental disorder,
- (h) back pain or joint trouble that would limit mobility in confined spaces,
- (i) deformity or disease of the lower limbs limiting movement.
- (j) Chronic skin disease,
- (k) Serious defects in eye sight or lack of sense of smell

11.4.5 No smoking shall be allowed in or within 2 meters of the opening to any confined space and suitable warning signs shall be positioned.

11.4.6 Before any confined space work commences the following equipment shall be available for use:

- (a) Multi Gas Monitor; or other suitable gas monitoring equipment.
- (b) Self contained breathing apparatus.
- (c) Full body type harness for each worker
- (d) Flame proof Lighting
- (e) Ventilation equipment
- (f) Tripod and Lifeline Hoist Rope for work in situations where a vertical exit from the confined space is required

11.4.7 The persons involved in confined space working operations shall be trained in use of above mentioned equipments.

11.4.8 When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that manhole covers are open and manholes are ventilated at least for an hour before workers are allowed to go into them. Manholes so open shall be cordoned off with suitable railing and provide warning signals or boards to prevent accidents to the public.

12 SITE ELECTRICITY

- 12.1 The Contractor shall nominate a qualified representative who shall be solely responsible for ensuring the safety of all temporary electrical equipment on Site. The name and contact telephone number of the representative shall be displayed at the main distribution board for the temporary electrical supply so that he can be contacted in case of an emergency.
- 12.1 All electrical installation work on Site shall be carried out in accordance with the requirements laid down in the Specification. All work shall be supervised or executed by qualified and suitably categorized electricians.
- 12.3 All Temporary Electrical Site installations and distribution systems shall be in accordance with Indian Electrical Regulations, The Power Companies' Supply Rules, BS 7671 Requirements for electrical installation, the IEE Wiring Regulations (16th Edition), BS 7375 Distribution of Electricity on Construction and Building Sites; BS 4363 Distribution Assemblies for Electricity Supplies for Construction and Building Sites.
- 12.4 Distribution equipment utilised within the temporary electrical distribution system shall incorporate the following features:-
- (a) flexibility in application for repeated use;
 - (b) suitability for transport and storage;
 - (c) robust construction to resist moisture and damage; and
 - (d) Safety in use.
- 12.5 All cabling shall be run at high level whenever possible and firmly secured to ensure it does not present a hazard or obstruction to people and equipment.
- 12.6 Protection shall be provided for all main and sub-circuits against excess current, residual current and earth faults. The protective devices shall be capable of interrupting (without damage to any equipment or the mains or sub-circuits) any short circuit current that may occur.
- 12.7 Earthing and bonding shall be provided for all electrical installations and equipment to prevent the possibility of dangerous voltage rises and to ensure that faults are rapidly cleared by installed circuit protection.
- 12.8 Only plugs and fittings of the weatherproof type shall be used.
- 12.9 Cables shall be selected after full consideration of the conditions to which they will be exposed and the duties for which they are required. For supply cables up to 3.3kV the cable armouring shall be used as the earth return in conditions where the cable is continuously extended and not subject to continuous movement after installation.
- 12.10 When workers are employed on electrical installations which are already energised, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry

keys or other material which are good conductors of electricity.

13 WELDING AND CUTTING

13.1 Contractors shall ensure that all welding, cutting and gouging is carried out so that the risks are kept at a minimum.

13.2 All equipment must be in good condition & properly installed.

13.3 Flexible hoses, cables and connections must be free from damage or risk of damage in service. Cables and hoses shall have adequate carrying capacity.

13.4 Welders shall wear the correct personal protective equipment which includes the following;

- (a) face and eye protection with correct grade of shield;
- (b) gauntlet gloves;
- (c) safety footwear
- (d) welders apron or fire retardant overalls;
- (e) The atmosphere in the vicinity of work must be known to be safe to breathe and free from flammable gases.

13.5 Adequate ventilation and fume extraction must be provided and used as required by the risk assessment and especially in enclosed areas and pits.

13.6 Surfaces to be heated by the process must be cleaned of contaminants that may be degraded by heat or give off noxious fumes (e.g. paints, plastics, zinc coating).

13.7 Naked flames or high temperature surfaces must not be allowed in the vicinity of volatile solvents.

13.8 All moveable flammable materials must be removed from the vicinity of work and fireproof covers placed over all flammable materials that cannot be removed.

13.9 During all welding the work piece and any access equipment must be safely secured.

13.10 Oxy-fuel Gas Processes

13.10.1 Handle cylinders carefully, keep outside enclosed areas and secure in an upright position.

Keep oxygen cylinders away from fuel gas cylinders where possible.

13.10.2 Flash back arresters shall be fitted to both the fuel gas and oxygen cylinders.

13.10.3 Non return valves shall be fitted to the torch or cutting torch;

13.10.4 Ensure screwed fittings and hoses are correct and keep screwed and sealed surfaces free of contaminants, such as oil and grease.

13.10.5 Close cylinder valves when flame is extinguished.

13.10.6 Ensure any vessel, drum or tank that has contained flammable or toxic substances has been properly cleaned and inspected before subjecting it to hot work.

13.10.7 Checks for gas leaks should be carried out using soapy water.

13.10.8 Remove all torches from enclosed areas when not in use.

13.10.9 Suitable fire extinguisher to be available at all places where hot work is being carried out.

13.10.10 Use firewatchers if there is a possibility of ignition unobserved by the operator (e.g. on the other side of bulkheads).

13.11 Arc Cutting, Gouging and Welding Processes

13.11.1 Connect the welding current return cable to the workpiece close to the arc point or to a well electrically conductive support structure in good contact with the workpiece. Also, connect the workpiece or the support structure to a separate earth terminal.

13.11.2 Take precautions against the risk of increased fume hazards when welding with chrome containing fluxed consumables or high current metal inert gas (MIG) or tungsten inert gas (TIG) processes.

13.11.3 Avoid being in contact with water or wet floors when welding. Use duckboards or rubber protection. 21.3.4 Provide screens to limit exposure of others to glare from arcs.

13.11.3 Use the correct eye and face protection with the correct filter glass.

13.11.5 Use a low voltage open circuit relay device if welding with alternating current in constricted or damp places.

14 HEAVY PLANT OPERATIONS

14.1 The contractor shall ensure that only safe and well-maintained plant and equipment shall be allowed to operate on any of the sites.

14.2 All operators of heavy plant such as, earth movers, piling rigs, etc. shall be medically fit, over eighteen years of age and be thoroughly trained and experienced to operate the equipment.

14.3 No unauthorised person shall be permitted to ride on plant.

14.4 The operators shall conduct daily inspections of their respective items of plant with the results of these inspections being recorded and the records kept available for inspection.

14.5 All mobile heavy plant shall be equipped with at least one 5kg Dry Powder Fire Extinguisher, carried at a suitable position so as to ensure its easy availability.

14.6 Whenever heavy plant is operating in congested areas, thoroughly trained and experienced banksmen shall be deployed to control the plant and personnel movement and interface.

- 14.7 Any waste engine oil and filters following any on site servicing and maintenance shall be removed from the sites and disposed of in an environmentally conscious manner at authorised disposal locations.
- 14.8 All drums of fuel oil shall be stored on drip trays or the fuel shall be kept in bunded bulk storage fuel tanks, with quantities stored being kept to a minimum.
- 14.9 The storage areas shall have dry powder fire extinguishers positioned in close proximity to their location for use in an emergency.

15 DEMOLITION

- 15.1 The Contractor shall ensure that all demolition works shall be carried out in a controlled manner under the management of experienced and competent supervision.
- 15.2 Prior to any demolition commencing, a survey shall be conducted to identify if there are any hazardous materials present, for example the presence of materials such as asbestos and lead.
- 15.3 If any hazardous materials are found, then consideration shall be given as to whether they shall need to be removed by a Specialist Agency or Sub-contractor prior to the main demolition works commencing.
- 15.4 Before the demolition commences all relevant notifications will need to be given to the local authorities and media.
- 15.5 Measures for protection to the public shall be required to be put into place in order to give protection from any possible falling debris and dust generation.
- 15.6 All power supplies and services shall be disconnected before any demolition work commences.
- 15.7 Before any demolition work is commenced and also during the process of the work, all roads and open areas adjacent to the work site shall either be closed or suitably protected.

16A FALSEWORK/FORMWORK

- 16A.1 The contractor shall ensure that all falsework / formwork has been properly designed and is suitable for the purpose.
- 16A.2 All designed falsework / formwork shall be erected in strict accordance to the design.
- 16A.3 Prior to the loading and subsequent striking of falsework / formwork, the same shall be inspected to ensure that they have been erected in the prescribed manner.
- 16A.4 Adequate provision shall be made on the working platforms for the concrete placement operations, these shall include locations for vibrators and the unobstructed movement of

personnel controlling the rubber hose during the concrete pumping operations or the concrete skip during any skipping operations.

16A.5 The Contractor shall use the following checklist to check that falsework / formwork is being used safely;

- (a) have the design and the supports for shuttering and falsework / formwork been checked?
- (b) is it being erected safely from steps or proper platforms?
- (c) are the props plumb and properly set out?
- (d) are the bases and ground conditions adequate for the loads?
- (e) are the correct pins used in the props?
- (f) are the timbers in good condition?
- (g) is it inspected by a competent person against the agreed design before permission is given to pour concrete?

16B WORKING AT HEIGHT

Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except for such short period work as can be done safely from ladders. When a ladder is used, an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot-holds and hand-holds shall be provided on the ladder, which shall be given an inclination not steeper than 1/4 to 1.

Scaffolding or staging more than 3.25 meters above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the support or structure.

Working platforms, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if the height of any platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall have closely spaced boards, have adequate width and be suitably provided with guard rails as described in (ii) above.

Every opening in the floor of a structure or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one metre.

Safe means of access and egress shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder

shall be over 9 metres in length. The width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3 metres in length. For longer ladders the width shall be increased at least 6 mm for each additional 30 cm of length. Spacing of steps shall be uniform and shall not exceed 30 cm.

17A Deleted

17B WORK ADJACENT TO/ON LIVE ROADWAYS

Whenever working adjacent to any live roadways, Whenever working adjacent to any live roadways, the Contractor shall consider the following aspects :

- (a) Close liaison with the Police and Municipal Authorities.
- (b) Production of an agreed traffic management scheme in accordance with the local traffic laws (Barriers, signs, lights and road markings.). This shall include adequate provision for pedestrians.
- (c) The provision and wearing of high visibility clothing by all personnel engaged in the activities.
- (d) Traffic Marshals shall be appointed and deployed to ensure that all road movement is carried out safely.

Immediately after the issue of letter of acceptance (not later than 21 days from the issue of letter of acceptance), the Contractor shall develop a detailed Traffic Management Plan for the work under the contract to cope with the traffic disruption as a result of construction activities and shall implement the Traffic Management Plan throughout the whole period of the Contract.

The basis for the Plan shall take into consideration the need to to minimise the inconvenience of road users and the interruption to surface traffic through the area impacted by the construction activities; to ensure the safety of road users in the impacted area to facilitate access to the construction site, and to maintain reasonable construction progress & to ensure traffic safety at construction site.

The Contractor shall manage the vehicular and pedestrian right of way during the period of construction and shall take account of the need to maintain essential traffic requirements, as these may influence the construction process. Where it becomes necessary to close a road or intersection, or supplementary lanes are required to satisfy the traffic demands, traffic diversion schemes to adjacent roadways shall be developed with quantitative justifications. The Contractor shall co-ordinate with all relevant authorities.

The overall fabrication/erection plan of the Contractor shall take into account the need to ensure that any roads or intersections that have no alternative access shall not be fully closed for construction, emergency access to all properties shall be maintained at all times, access to business premises and property shall be maintained to the extent that normal activities are not seriously disrupted.

The Contractor shall make all arrangements with and obtain the necessary approval from the transport authorities and the Police Department for temporary traffic arrangements and control on public roads. In the event that the Contractor, having used its best endeavours, fails to secure the necessary approval from the transport authorities and the Traffic Police Department for temporary traffic arrangements and control on public roads, then the Employer will use its best endeavours to assist the Contractor to secure such approval but without responsibility on the part of the Employer to do so. This shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

TEMPORARY TRAFFIC ARRANGEMENTS AND CONTROL

Temporary traffic diversions and pedestrian routes shall be surfaced and shall be provided where work on roads or footpaths obstruct the existing vehicular or pedestrian access. The relevant work shall not be commenced until the approved temporary traffic arrangements and control have been implemented.

Temporary traffic arrangements and control for work on public roads and footpaths shall comply with the requirements of the Traffic Police. Copies of documents containing such requirements shall be kept on the Site at all times.

Temporary traffic signs, including road marking, posts, backing plates and faces, shall comply with the requirements of the Traffic Police and should be in accordance with the requirements of Ministry of Surface Transport. All overhead traffic management signs that are fixed to bridges and gantries shall be illuminated at night. Pedestrian routes shall be illuminated at night to a lighting level of not less than 50 lux.

Adequate number of traffic marshals shall be deployed for smooth regulation of traffic.

Temporary traffic arrangements and control shall be inspected and maintained regularly, both by day and night. Lights and signs shall be kept clean and legible. Equipment which are damaged, dirty, incorrectly positioned or not in working order shall be repaired or replaced promptly.

This shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

PARTICULARS OF TEMPORARY TRAFFIC ARRANGEMENTS AND CONTROL

The following particulars of the proposed temporary traffic arrangements and control on public roads shall be submitted to the DIMTS for consent at least 14 days before the traffic arrangements and control are implemented:

- (a) details of traffic diversions and pedestrian routes;
- (b) details of lighting, signage, guarding and traffic control arrangements and equipment;
- (c) any conditions or restrictions imposed by Traffic Police or any other relevant authorities, including copies of applications, correspondence and approval.

Where concrete barriers are used to separate flows of traffic, the barriers shall be in a continuous unbroken line. No gaps shall be left between any section of the barrier.

Site perimeter fencing and barriers along the roadway, shall have flashing amber lights positioned on the top of them every 10 metres apart and at every abrupt change in location. Directly below the flashing light shall be fixed, in the vertical position, a white fluorescent light with a waterproof cover.

USE OF ROADS AND FOOTPATHS

Public roads and footpaths on the Site in which the work is not being carried out shall be maintained in a clean and passable condition.

Measures shall be taken to prevent the excavated materials, silt or debris from entering gullies on roads and footpaths; entry of water to the gullies shall not be obstructed.

Surfaced roads on the Site and leading to the Site shall not be used by tracked vehicles unless protection against damage is provided.

Contractor's Equipment and other vehicles leaving the Site shall be loaded in such a manner that the excavated material, mud or debris will not be deposited on roads. All such loads shall be covered or protected to prevent dust being emitted. The wheels of all vehicles shall be washed when necessary before leaving the Site to avoid the deposition of mud and debris on the roads.

REINSTATEMENT OF PUBLIC ROADS AND FOOTPATHS

Temporary diversions, pedestrian access and lighting, signing, guarding and traffic control equipment shall be removed immediately when they are no longer required. Roads, footpaths and other items affected by temporary traffic arrangements and control shall be reinstated to the same condition as existed before the work started or as permitted by the DIMTS immediately after the relevant work is complete or at other times permitted by the DIMTS. The Contractor shall submit his design for the reinstatement to the relevant authorities and obtain their prior approval to carrying out the work. Reinstatement works shall include:

- Parking bays
- Footpath and kerbs
- Road Signage
- Street Lighting
- Landscaping

- Traffic Lights and Control Cable

This shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

Whenever working adjacent to any live roadways, the Contractor shall consider the following aspects :

- a) Close liaison with the Police and Municipal Authorities.
- b) Production of an agreed traffic management scheme in accordance with the local traffic laws (Barriers, signs, lights and road markings.). This shall include adequate provision for pedestrians.
- c) The provision and wearing of high visibility clothing by all personnel engaged in the activities.
- d) Traffic Marshals shall be appointed and deployed to ensure that all road movement is carried out safely.

18 PERSONAL PROTECTIVE EQUIPMENT

- 18.1 The Contractor shall at all times keep and maintain an adequate supply of suitable personnel protective equipment which shall be readily available for use at all times on the sites, and would include amongst others the following items:

- (a) Safety Helmets.
- (b) Hearing Protection.
- (c) Respiratory Protection.
- (d) Eye Protection.
- (e) Protective Gloves.
- (f) Safety Footwear.
- (g) High Visibility Clothing to BS EN 471 Class 3 standard

- 18.2 All sites shall be designated as HARD HAT and SAFETY BOOTS SITES and as such an adequate supply of safety helmets and safety boots shall be kept available for use by all staff, workers and authorised visitors to the sites.

- 18.3 The Contractor shall remove from the site any worker who consistently refuses to wear the appropriate personal protective equipment.

- 18.4 All workmen at site shall be provided with safety helmets and yellow/orange jackets. Workmen required on site during night hours shall be provided with fluorescent yellow jackets with reflective lopes. Workers employed on mixing asphaltic materials, cement, lime mortars, concrete etc. shall be provided with protective footwear, protective goggles. Those engaged in handling any material, which is injurious to the eyes, shall be provided with protective goggles. Those engaged in welding works shall be provided with welder's protective eye-shield. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

19 FIRST AID

At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilised dressings, bandages, sterilised cotton wool, eye irrigation sterile solution, disposable gloves, ointments for burns/cuts, pressure dressings, paper towels, general purpose medicines etc. as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large work places, they shall be placed under the charge of a responsible person who shall be readily available during working hours. In each site office and location one employee, suitably trained in first aid, should be available at all working hours for the purpose of attending to emergencies.

20 FIRE PRECAUTIONS

20.1 The Contractor shall be responsible for supplying and maintaining adequate fire precaution facilities on all his sites. The following minimum standards should be adhered to :

- (a) The Contractor shall ensure that specially trained personnel are available to deal with fires due to electrical causes, gas explosions etc.
- (b) A good standard of housekeeping shall be maintained at all times on the sites.
- (c) No accumulations of rubbish shall be allowed to gather.
- (d) Combustible scrap and other construction debris shall be disposed off site on a regular basis. If scrap is to be burnt on site, the burning site should be specified and located at a distance no less than 12 metres from any construction work or any other combustible material.
- (e) Signage shall be erected at prominent positions showing the correct use of portable first aid fire extinguishers.
- (f) Emergency plans and Fire Evacuation plans shall be prepared and issued . Mock drills should be held on a regular basis to ensure the effectiveness of the arrangements.

20.2 Fire Fighting Equipment

At various locations around the site clearly visible fire points shall be established for use in an emergency and each fire point should have available as a minimum the following type of equipment:-

- (a) Dry Powder Extinguisher.
- (b) Water Type Extinguisher.
- (c) Bucket of Sand.

Recharging of fire extinguishers and their proper maintenance should be ensured and as a minimum should meet Indian National Standards.

The Telephone Number of the local fire brigade should be prominently displayed near each telephone on site. Supervisors and workmen at the site should be trained in the use of fire fighting equipment provided at the site.

20.3 Storage of Flammable Liquids

All flammable liquids shall be kept in a secure fire resistant store protected from electrical sparks welding sparks open flames and smoking.

Only such amounts of flammable liquids should be issued as are required for immediate use. Cans for carrying flammable liquids should be leakproof and properly stoppered and clearly marked "FLAMMABLE LIQUID".

Rags soaked in paints, kerosene and other flammable liquids should be disposed of daily under supervision. Large quantities of such rags should not be allowed to accumulate.

All Diesel fuel storage tanks shall be banded around in order to control any spillage or leakage that may occur.

"NO SMOKING" signs shall be prominently displayed at all areas where flammable materials are stored.

21 SITE PERIMETER HOARDING

- 21.1 The Contractor shall be required to keep the site as safe and secure as possible at all times, including the erection of site perimeter Hoarding which shall also deter trespassers both adult and children alike.
- 21.2 The Contractor shall provide a solid two metre high securely erected barricade around the perimeter of the site, with agreed and guarded access and egress points for both personnel and vehicles.
- 21.3 At each entrance to the site the Contractor shall erect a large billboard warning all persons who enter the site that they are required to wear the appropriate Personal Protective Clothing and that no unauthorised access is allowed.
- 21.4 Wherever the fence runs adjacent to the highway with no buffer-zones then the fence shall have traffic warning lights duly affixed to it.
- 21.5 Wherever the fence borders on pedestrian footpaths lighting shall be provided to illuminate the pedestrian routes. The positioning of the fence-line shall not reduce the width of the pedestrian footpath to less than 900 mm in order to be able to accommodate disabled persons in wheelchairs.
- 21.6 Site perimeter fencing shall be washed at least once a month and repainted at least annually.
- 21.7 The site fencing shall need to be inspected on a regular basis in order to ensure that the integrity of the fencing is maintained at all times as far as is practicable.

22 TRAFFIC MANAGEMENT

- 22.1 The contractor shall ensure that all traffic management schemes shall be in accordance with the agreed schemes following consultation with the Local Traffic Police and the Metropolitan and other Authorities in charge of the area.

22.2 Adequate and clear warning signs shall be displayed at appropriate distances before the commencement of the site workings. In addition prior warning shall be given concerning the location of the approaching site entry and exit points.

22.3 All traffic signs, barriers, cones and lighting shall be kept maintained and clean at all times.

22.4 Vehicles exiting the site shall observe caution at all times, if the vehicles are exiting directly onto the live carriageway then they shall be directed by an identifiable Traffic Marshal.

22.5 Regular inspections of the traffic management schemes shall be conducted by the Contractors in both the daytime and night time hours with the results of these inspections being recorded. These records shall be kept available for inspection by the Employer's Representative.

22.6 Vehicle Control

Traffic Marshals shall be available for directing vehicles that are exiting the sites directly onto the live carriageways. Any vehicles entering the sites that are required to execute reversing manoeuvres shall do so under the strict control of a trained and designated banksman.

22.7 Spoil Removal

Only well maintained and licensed vehicles shall be allowed to be used for the removal of excavated spoil from the sites.

All drivers shall be medically fit and in possession of a valid and current driving licence.

No vehicles, which are overloaded, shall be allowed to leave the site.

Any vehicles leaving the sites carrying loads which are liable to produce airborne contaminants shall prior to leaving the site securely sheet the load over in order to effectively contain any dispersment during transportation on the public highway.

Vehicles exiting the site directly onto the live carriageway shall do so under the control of the clearly identified Traffic Controller.

Any vehicles that are required to reverse whilst on the site shall do so under the control of a trained banksman.

Any vehicles prior to leaving the site shall have their wheels washed and any loose material removed.

Any spoil that is removed from the work-sites shall be disposed of only at authorized dumping sites.

23 VISITORS TO SITE

All visitors to site shall report to the Contractors site offices where they shall be issued with appropriate Personal Protective Equipment if they are to go out onto the site work areas. Any visitors going out to the site work areas shall be accompanied at all times by a member of the site personnel.

24 ENVIRONMENTAL FRIENDLY CONSTRUCTION PRACTICES

24.1 Containment of Air Pollution

24.1.1 During Transport of Material

- (a) The Contractor shall take precautions, to minimize visible particulate matter from being deposited upon public roadways as a direct result of his operations. Precautions include removal of particulate matter from equipment before movement to paved streets or prompt removal of material from paved streets onto which such material has been dropped.
- (b) All construction equipment should be washed clean of visible dirt/mud before exiting the construction sites. Any deposition of material on public streets by construction equipment should be removed by manual sweeping, or by deploying electro — mechanical devices.
- (c) The Contractor shall provide a wash pit or a wheel washing and/or vehicle cleaning facility at the exits from work sites such as construction depots and batching plants. At such facility, high-pressure water jets will be directed at the wheels of vehicles to remove all spoil and dirt. Water shall be pumped through an electrically operated pump set, to hydrants attached with rubber hoses, by activation of push button located at the hydrant, allowing for upto 10 minutes of wash time.
- (d) Wheel washing facilities will be provided with efficient drainage, incorporating silt traps to prevent any excessive build up of water. These facilities could include water re-circulation apparatus to minimize water consumption. At the wheel wash facility, water, dirt, gravel etc. shall be drained into precast trench drains with removable grated cover. This dirty water shall flow, through a piping, into solids separator and from there to oil separator before final discharge.
- (e) Where wheel-washing facility is not possible, the contractor shall ensure manual cleaning of wheels by wire brushes or similar suitable means.
- (f) The Contractor shall ensure that vehicles with an open load carrying area used for moving potentially dust-producing materials shall have properly fitting side and tailboards. Materials having the potential to create dust shall not be loaded to a level higher than the side and tail boards, and shall be carried in vehicles fitted with covers.

24.1.2 During Dumping of Materials At Site

- (a) The Contractor shall place material in a manner that will minimise dust production. Material shall be stabilized each day by watering or other accepted dust suppression techniques.
- (b) The heights from which materials are dropped shall be the minimum practical. height to limit fugitive dust generation.
- (c) The Contractor shall stockpile material in the designated locations by the Employer with suitable slopes. Access to the site shall be regulated for entry of men, material and machine.

- (d) During dry weather, dust control methods such as water sprinkling must be used daily especially on windy, dry day to prevent any dust from blowing. During rains, the stockpile may be covered with tarpaulin or similar material to prevent run off.
- (e) The Contractor shall provide water sprinkling at any time that it is required for dust control use.
- (f) Dust control activities shall continue even during work stoppages

24.1.3 At Construction Site

- (a) At each construction site, the Contractor shall provide storage facilities for dust generating materials and shall be closed containers/bins or wind protected shelters or mat covering or walled or any combination of the above to the satisfaction of the Employer. The Contractor shall spray water at construction sites as required to suppress dust, during handling of excavation soil or debris or during demolition.
- (b) Stockpiles of sand and aggregate greater than 20m³ for use in concrete manufacture shall be enclosed on three sides, with walls extending above the stockpile and two (2) metres beyond the front of the stockpile.
- (c) Effective water sprays shall be used during the delivery and handling of all raw sand and aggregate and other similar materials, when dust is likely to be created and to dampen all stored materials during dry and windy weather.
- (d) Areas within the Site such as construction depots and batching plants, where there is a regular movement of vehicles shall have an approved hard surface that is kept clear of loose surface material.
- (e) Unless the Employer has given consent otherwise, the Contractor shall restrict all motorized vehicles on the Site to a maximum speed of 15 kilometers per hour and confine haulage and delivery vehicles to the designated roadways inside the site.
- (f) At the Batching plant the following additional conditions shall be complied with:
 - ♦ The Contractor shall undertake at all times the prevention of dust nuisance as a result of his activities.
 - ♦ The Contractor shall frequently clean and water the concrete batching plant and crushing plant sites and ancillary areas to minimise any dust emission.
- (g) The Contractor shall erect hoardings as specified in Employer's Requirements — Construction, securely around all construction work sites during the main construction activity, to contain dust within the site area and also to reduce air turbulence caused by passing traffic. The hoarding shall be safely secured to the ground to prevent from toppling with minimum gap between the base of hoarding and ground surface.

24.1.4 During Drilling and Blasting

- (a) Water spray should be used to control dust during breaking of rock/concrete.
- (b) During blasting operations, appropriate precautions should be taken to minimise dust such as the use of blast nets, canvas covers and watering.
- (c) Wire mesh made of heavy-duty tyres or sand bags should be used over blast area on each shot to prevent flying rock and reduce dust.
- (d) Blasting technique should be consistent not only with nature and quantity of rock to be blasted but also the location of blasting.
- (e) The contractor shall give due preference to explosives with better environmental characteristics.

24.2 Containment of Water Pollution

- (a) At construction sites, depots and batching plants temporary drainage works should be maintained, removed and reinstated as necessary and all other necessary precautions should be taken for avoidance of damage by flooding and silt.
- (b) Sedimentation tanks or other acceptable measures, of sufficient capacity to trap silt-laden water before discharge into the outlet drain should be provided. The system should be flexible and be able to handle multiple inputs from a variety of sources.
- (c) Temporary open storage of excavated materials from cut and cover-tunneling work used for backfill on site should be covered with tarpaulin or similar fabric during rainy season or at any time of the year when rainstorms are likely. Washout of construction or excavated materials should be diverted to drainage system through appropriate sediment traps.
- (d) Bentonite slurries or other grouts used in diaphragm wall construction piling and other concrete works should be collected in a separate slurry collection system. If reuse is not practicable then it should be disposed off at nearest landfill site after obtaining permission from agency owning the landfill and under the conditions imposed by the agency concerned, or to a different disposal location as advised by the Employer.
- (e) The Contractor shall discharge wastewater arising from site offices, canteens or toilet facilities constructed by him into sewers after obtaining prior approval of agency controlling the system. A wastewater drainage system shall be provided by the Contractor to drain wastewater into the sewerage system.
- (f) Surface run-off from construction sites, depots should be discharged into storm drains via adequately designed sand/silt removal facilities such as sand traps silt traps or sediment basins.
- (g) Perimeter channels/drains should be constructed in advance of site formation works and earthworks. Silt removal facilities, channels and manholes should be maintained and the deposited silt and grit should be removed regularly, to ensure that these facilities are functioning properly at all times.
- (h) Construction works should be programmed to minimize soil excavation works in rainy seasons (July to September). If excavation in soil could not be avoided in these months or at any time of year when rain are likely, for the purpose of preventing soil erosion, temporarily exposed slope surfaces should be covered e.g. by tarpaulin, and temporary access roads should be protected by crushed stone or gravel, as excavation proceeds. Arrangement should always be in place to ensure that adequate surface protection measures can be safely carried out well before the arrival of rains.
- (i) Measures should be taken to minimize the ingress of rainwater into trenches. If excavation of trenches in wet seasons is necessary, they should be dug and backfilled in short sections.
- (j) Rainwater pumped out from trenches or foundation excavation should be discharged into storm drains via silt removal facilities.

- (k) Open stockpiles of construction materials (e.g. aggregates, sand and fill material) on sites should be covered with tarpaulin or similar fabric during rainstorms. Measures should be taken to prevent the washing away of construction materials, soil, silt or debris into any drainage system.
- (l) Manholes (including newly constructed ones) should always be adequately covered and temporarily sealed so as to prevent silt, construction materials or debris from getting into the drainage system, and to prevent storm run-off from getting into sewers. Discharge of surface run-off into sewers must always be prevented in order not to unduly overload the sewerage system.
- (m) Groundwater pumped out of wells, etc. for the lowering of ground water level in basement of foundation construction, and groundwater seepage pumped out of tunnels under construction should be discharged into storm drains after the removal of silt in silt removal facilities.

24.3 Containment of Noise

- (a) To the extent required to meet the noise limits, the Contractor shall use reasonable efforts to include noise reduction measures listed below to minimize construction noise emission levels. Noise reduction measures include, but not limited to the following:
 - (i) Minimize the use of impact devices, such as jackhammers, and pavement breakers. Where possible, use concrete crushers or pavement saws for tasks such as concrete deck removal and retaining wall demolition.
 - (ii) Equip noise producing equipment such as jackhammers and pavement breakers with acoustically attenuating shields or shrouds recommended by the manufacturers thereof, to meet relevant noise limitations.
 - (iii) Use construction equipment manufactured or modified to dampen noise and vibration emissions, such as:
 - Use electric instead of diesel-powered equipment.
 - Use hydraulic tools instead of pneumatic impact tools.
 - (iv) Maximize physical separation, as far as practicable, between noise generators and noise receptors. Separation includes following measures:
 - Provide enclosures for stationary items of equipment and barriers around particularly noisy areas on site.
 - Locating stationary equipment so as to minimize noise and vibration impact on community.
 - (v) To the extent feasible, configure the construction site in a manner that keeps noisier equipment and activities as far as possible from noise sensitive locations and nearby buildings. Plant and equipment known to emit noise strongly in one direction should where possible, be oriented in a direction away from noise sensitive receptor and reduce the number of plant and equipment operating in critical areas close to noise sensitive receptors.
 - (vi) Scheduling truck loading, unloading, and hauling operations so as to minimize noise impact near noise sensitive locations and surrounding communities.
 - (vii) Minimize noise intrusive impacts during most noise sensitive hours. Plan noisier operations during times of highest ambient noise levels. Keep noise levels relatively uniform; avoid excessive and impulse noises.
 - (viii) Equipment and plant are not to be kept idling when not in use.

- (ix) Schedule work to avoid simultaneous activities that both generate high noise levels.
- (b) For diesel generator sets, the noise from the DG set shall be controlled by providing an acoustic enclosure or acoustic treatment of the room for DG sets. Such acoustic enclosures/acoustically treated rooms, shall be so designed for minimum 25 dB(A) insertion loss or for meeting the ambient noise standards, whichever is on higher side.

24.4 Containment of Waste

24.4.1 Handling and disposal of waste like General refuse, Construction Waste including waste from excavated material etc. may cause environmental degradation and nuisance. To prevent it, such waste shall be handled and disposed properly. As such, transportation and disposal of all waste shall be strictly managed by the Contractor.

24.4.2 General Refuse

Handling and disposal of general refuse shall cope with the peak construction workforce during the construction period. Provided the refuse is stored and transported in accordance with good practice and disposed at licensed landfills, the negative environmental impacts would be minimal.

General refuse shall be stored in enclosed bins or units separate from construction and chemical wastes. An authorised waste collector should be employed by the contractor to remove general refuse from the site, on a daily basis to minimize odour, pest and litter impacts.

24.4.3 Construction Waste

(i) Construction Waste arising from the project construction activities and from the demolition of existing structures where necessitated shall be regularly sent for dumping in nearest sanitary landfill sites.

24.4.4 Chemical Waste

Chemical waste is likely to be generated by construction activities shall be stored in the suitable containers. Containers used for the storage of chemical waste should:

- Be suitable for the substances they are holding, resistant to corrosion, maintained in good condition, and securely closed.
- Be of adequate capacity and
- Display a label in English and Hindi as to the contents, quantity and safe method of disposal in accordance with instructions contained in MSDS.

The storage area for chemical waste should:

- Be clearly labeled and used solely for the storage of chemical waste;
- Be enclosed on at least three sides;

- Have an impermeable floor and bunding, of capacity to accommodate 110% of the volume of the largest container or 20% by volume of the chemical waste stored in that area, whichever is the greatest;
- Have adequate ventilation;
- Be covered to prevent rainfall entering and
- Be arranged so that incompatible materials are adequately separated.

Disposal of chemical waste should be via a licensed waste collector; duly authorized by MOEF or State Pollution Control Board as the case may be. License of the waste collector shall be shown to the employer/engineer on demand.

24.4.5 Hazardous Waste

Classification of waste as Hazardous shall be in accordance with Hazards Waste Management & Handling) Rules 1989, and 2003 or its latest amendment.

The contractor shall identify all the hazardous waste generated as a result of his activities. If such waste is generated then the contractor shall apply to State Pollution Control Board for 'authorization' and dispose the same only to currently authorised recyclers(a list of which can be obtained from state pollution control board) under intimation to the Employer/Engineer.

The Rules given above shall govern the Classification, Handling, Storage and disposal of such Hazardous Waste.

Hazardous waste would mainly arise from the maintenance of equipment which may include, but not be limited to, used engine oils, hydraulic fluids and waste fuel; spent mineral oils/cleaning fluids from mechanical machinery; scrap batteries or spent acid/alkali; and spent solvents/solutions, some of which may be derived, from equipment cleaning activities.

For disposal of waste requiring special attention and hazardous waste the contractor shall enter into agreement with authorised agencies dealing with the same.

The Contractor is responsible for the correct storage and handling of waste oil/waste chemical containers unit such a time that they are transported to the chosen disposal area or waste oil containers.

All waste collection containers shall be of appropriate size with a closed lid. Each container will be clearly labeled both with a color code system and labeled in Hindi and English. Original labels of empty containers should be, completely covered over and the contents of the type of waste stored in the used containers clearly indicated.

24.5 Transportation of Waste

The transportation of construction spoil shall be allowed only to officially designated dumpsites after obtaining necessary permission from appropriate authority. In order to avoid dust or odour impacts, vehicles leaving a site carrying excavate should have their

load covered. Vehicles should be routed as far as possible to avoid sensitive receivers in the area.

25 HOUSEKEEPING

Work site shall be kept reasonably clean, kept free from obstruction and any construction equipment, tools, and materials etc. shall be properly stored. Any wreckage, rubbish shall be temporarily stored in wreckage and rubbish bins. These wreckage and rubbish bins shall be cleaned at frequent intervals.

General House keeping shall be carried out and ensured at all times at work sites, Labour Camps, Stores and Offices.

Full height fence, barriers etc. will be installed at the site in order to preserve the surrounding area from excavated soil, rubbish etc which may cause inconvenience to public.

Every individual would be responsible for house keeping in his work area i.e.

- At Work Site: All workers shall clean their work place after completion of their job. Supervisor shall ensure good house keeping of their respective work area through their workers.
- At Labour Camp: All workers shall be responsible to maintain good house keeping and hygienic condition in their respective rooms/dormitories. The Contractor shall ensure the availability of dustbins at required place and regular cleaning of rooms, kitchens, toilet blocks and dustbins. Safe disposal of all waste materials, shall also be ensured. Arrangement for regular fumigation shall be made by the contractor.
- At Store: Proper access and stacking shall be ensured at the Stores. A list will display daily stock of materials. All work material should be stored in clearly marked containers or at designated storage area.

26 Avoidance of Nuisance

The Contractor shall take all precautions to avoid any nuisance arising from his operations. This shall be accomplished, wherever possible by suppression of nuisance at source rather than abatement of the nuisance once generated.

Following site clearing and before construction, the Contractor shall remove all trash, debris and other weeds.

The Contractor shall ensure that the work place is free of trash, garbage, debris and weeds.

The Contractor shall provide at site, metal or heavy-duty plastic 'Refuse Containers' with tight fitting lids for disposal of all garbage or trash associated with food. The containers shall not have openings that allow access by rodents.

To keep the area free of litter and garbage, specific locations shall be designated for consuming food and snacks to prevent random disposal of waste. All waste shall be

deposited in the refuse containers. Suitable all weather signage shall be prominently displayed for compliance of these requirements.

The refuse containers shall be kept upright with their lids shut. These containers shall be emptied at least once daily by the Contractor to maintain site sanitation. There shall be different containers for bio-degradable/recyclable and hazardous (flammable) wastes.

All plants/equipment/machinery shall be well maintained by regular servicing and kept free from oil/grease dripping. Drip pans of suitable size shall be used to collect oil leakages and spills. The area shall be cleaned after completion of maintenance/repair and generated waste disposed off in approved manner.

27 Accommodation for Labour:

The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water and provision of bathrooms, latrines and urinals, with adequate water supply, for his staff and workmen directly or through sub-contractors employed on the Works. No labour camp shall be allowed at work site or any unauthorized place.

The Contractor shall during the progress of the work provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense.

The Contractor at his own cost shall maintain all campsites in a clean and sanitary condition. The Contractor shall obey all health and sanitary rules and regulations, and carry out at his cost all health and sanitary measures that may from time to time be prescribed by the Local/Medical Authorities and permit inspection of all health and sanitary arrangements at all times by DIMTS and the staff of the local municipality or other authorities concerned.

The Contractor shall provide living accommodation that is equal to or exceeds the minimum criteria established in the following sub-sections, needed to house his staff, workers employed directly or through sub-contractors. The buildings shall be constructed so as to have a minimum life of not less than the length of the Contract.

- (a) The roofs shall be watertight and laid with suitable non-flammable materials permissible for residential use under local regulations.
- (b) Each hut shall have suitable ventilation. All doors, windows, and ventilators shall be provided with security leaves and fasteners. Back to back units may be avoided.
- (c) The minimum height of each unit shall be 2.10m and shall have separate cooking place.
- (d) Suitable no. of common toilet/bath shall be provided.

The Contractor shall provide an adequate supply of water for the use of labourers in the Camp. The provision shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which be of metal or masonry shall be provided. The Contractor shall also at his expense make arrangements for the provision and laying of water pipe lines from the existing mains wherever available and shall pay for all the fees and charges therefor.

The Contractor shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy. Surface water shall be drained away from paths and roads and shall not be allowed to accumulate into ditches or ponds where mosquitoes can breed.

The Contractor shall make arrangements for conservancy and sanitation in the labour camps according to the rules and regulations of the Local Public Health and Medical Authorities.

The Contractor shall provide a sewage system that is adequate for the number of residents in the camp, and which meets the requirements of the Municipality Authorities.

The Contractor shall at his own cost, provide First Aid and Medical facilities at the Labour Camp and at work sites on the advice of the Medical Authority in relation to the strength of the Contractor's staff and workmen, employed directly or through sub-contractors.

The Contractor shall at his own cost, provide the following minimum requirements for fire precautions:

- Portable Fire Extinguishers.
- Manual Fire Alarms.
- Water Supply for use by the Fire Service.

The Contractor at his own cost shall provide necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers. He should also ensure that electrical installations are done by Trained Electricians. These installations shall be maintained and daily maintenance records must be made available for inspection of the DIMTS.

CAMP DISCIPLINE

The Contractor shall take requisite precautions, and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen, and others, employed directly or through sub-contractors. These precautions shall be for the preservation of the peace and protection of the inhabitants and security property in the neighbourhood of the Works. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site, during the tenure of the work, the expenses thereof shall be borne by the Contractor and if paid by the Employer, shall be recoverable from the Contractor.

The sale of alcoholic drinks or other intoxicating drugs or beverages upon the work, in any labour camp, or in any of the buildings, encampments or tenements owned or occupied by, or within the control of, the Contractor or any of his employees directly or through sub-contractors employed on the work, shall be forbidden, and the Contractor shall exercise his influence and authority to secure strict compliance with this condition. The Contractor shall also ensure that no labour or employees are permitted to work at the site in an intoxicated state or under the influence of drugs.

The Contractor shall remove from his camp such labour and their families, as refuse protective inoculation and vaccination when called upon to do so on the advice of the Medical Authority. Should Cholera, Plague or any other infectious disease break out, the Contractor shall at his own cost burn the huts, bedding, clothes and other belongings of or used by the infected parties. The Contractor shall promptly erect new huts on healthy sites as required by the Employer, within the time specified by the Employer, failing which the work may be done by the Employer and the cost recovered from the Contractor.

28. Anti-malarial precautions:

The Contractor shall, at his own expense, conform to all anti malarial measures including filling up any borrow pits which may have been dug by him.

29. Awareness and Education of HIV/AIDS

The contractor shall provide/carryout HIV/AIDS awareness and training programme to its labour and management, at least twice per year during the construction period.

30. Child Labour Prohibition

The contractor shall not employ Child Labour for any works or in any manner under the Contract at any time. In the event that the Contractor uses child labour, DIMTS may terminate the Contract.



We help people move

Delhi Integrated Multi Modal Transit System Ltd.

(A Joint Venture of Govt. of Delhi & IDFC Ltd.)

Subject: Implementation of BRT Corridor from Ambedkar Nagar to Delhi Gate,

Sub Head: Repairs to depressions and rough patches in the bituminous road surface from Ambedkar Nagar to Delhi Gate on BRT Corridor.

BID DOCUMENTS

VOLUME 1

PART 4: SPECIAL /ADDITIONAL CONDITIONS OF CONTRACT

Delhi Integrated Multi Modal Transit System Ltd.

(A Joint Venture of Government of Delhi & IDFC Ltd.)

**1st Floor, Maharana Pratap Inter State Bus Terminus,
Kashmere Gate, Delhi-110006**

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Special/Additional Conditions of Contract

The special/additional conditions given hereunder in this section are either not covered in general conditions of contract or are supplementary to the corresponding provisions in general conditions of contract and shall be read in conjunction with the general conditions of contract. However, in case of any difference/ambiguities between the provisions in general conditions of contract and special/additional conditions of contract, the provisions in special/additional conditions of contract shall prevail.

1. Compliance with Statutes, Regulations and Laws

The Contractor shall familiarise themselves and conform in all aspects with:

- (a) the provision of any enactment in India as applicable from time to time
- (b) the regulations or bye-laws of any local body and utilities.
- (c) The Contractor shall be bound to give all notices required by statute, regulations or by-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The Contractor will arrange necessary clearances and approvals before the Work is taken up.

Ignorance of Rules, Regulations and Bylaws shall not constitute a basis for any claim at any stage of work

The Contractor shall indemnify DIMTS against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules

2. DIMTS' Instructions

The Contractor shall comply with instructions given by DIMTS in accordance with the Contract.

The Contractor shall give reasonable notice to DIMTS of any instruction, which he considers necessary for the execution of the Works, to enable DIMTS to issue the instruction so that progress of the Works is not delayed. DIMTS shall not, however, be bound to issue any instruction which, in its opinion, is unnecessary.

No act or omission by DIMTS or DIMTS' Representatives in the performance of any of DIMTS' duties or the exercise of any of DIMTS' powers under the Contract shall, in any way, operate to relieve the Contractor of any of the duties, responsibilities, obligations or liabilities imposed upon the Contractor by any of the provisions of the Contract

3. Facilities for and co-ordination with Others.

The Contractor shall, in accordance with the requirements of DIMTS, afford all reasonable facilities for any other Contractor who may be carrying out, on or adjacent to any Site any Work not included in the Contract but required by DIMTS, any utilities undertaking or other duly constituted authority.

Repair of Depressions and rough patches on BRT Corridor **Special/Additional Conditions of Contract**

The Contractor shall, on the written request of DIMTS, make available to any such other Contractor, or to DIMTS or any such authority, any roads or ways for the maintenance of which the Contractor is responsible, for which no additional payment shall be made by DIMTS.

The Contractor shall be deemed to have made adequate allowance in the Contract Price and in the Works Programme in respect of these obligations.

4. Programmes

The Contractor shall submit a detailed programme to DIMTS after issue of Letter of Acceptance not later than 7 days from the date of issue of Letter of Acceptance. The Contractor shall also submit a revised programme whenever DIMTS finds that the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall include the following:

- (a) the order in which the Contractor proposes to carry out the Works (including each stage of design, procurement, manufacture, delivery to Site, construction, erection, testing and commissioning),
- (b) all major events and activities in the production of Construction or Manufacture Documents; and
- (c) the sequence of all tests specified in the Contract including Integrated Testing and Commissioning.
- (d) The Works Programme shall show the Contractor's plan for organising and carrying out whole of the Works.
- (e) Tasks in the Works Programme shall be sufficiently detailed to describe activities and events that include, but are not limited to, the following:
 - (a) Key Dates, and Works Area Hand-over Dates,
 - (b) all physical work to be undertaken in the performance of the Contract obligations, including Temporary Works,
 - (c) the requested date for issue of any drawings or information by DIMTS,
 - (d) incorporation of principal aspects of the Design Submission Programme,
 - (e) procurement of major materials and the delivery and/or partial delivery date on-Site of principal items of Contractor's Equipment,
 - (f) any off-site work such as production or pre-fabrication of components,
 - (g) installation of temporary construction facilities,
 - (h) design, supply and/or construction activities of sub-contractors,
 - (i) any outside influence which will or may affect the Works.
- (f) The Works Programme shall show achievement of all Key Dates and Works Area

Hand-over Dates.

No significant alteration to the programmes, or to such arrangements and methods, shall be made without obtaining consent of DIMTS. If the progress of the Works does not conform to the programmes, DIMTS may instruct the Contractor to revise the programmes, showing the modifications necessary to achieve completion within the Time for Completion.

Consent by DIMTS to Programmes shall not relieve the Contractor of any of his responsibilities or obligations under the Contract. If the Programmes indicate that a Key Date/Milestone has not, or will not be met, it shall not, by itself entitle the Contractor to an extension of time in relation to such Key Date/Mile Stone.

If at any time DIMTS considers the actual or anticipated progress of the work reflects a significant deviation from the Works Programme, he may request the Contractor to submit a proposed revised Programme which together with Narrative Statement, shall be submitted by the Contractor within seven (7) days after DIMTS's instruction. The proposed revised Works Programme shall show the sequence of operations of any and all work related to the change and the impact of changed work or changed conditions.

For the Project, the Contractor shall adopt 7 days a week calendar, identical calendar for the purpose of programming and Execution of Works. Official documents shall be transacted during 5 days week - Monday through Friday, except for National (Govt. of India) Holidays. For Project purposes, a week begins at 0001 hours on a Monday and ends at 2359 hours on a Sunday. The completion of an activity or the achievement of an event when given a week number shall be taken to mean midnight on the Sunday at the end of the numbered week. An access date or activity start date when given as a week number shall be taken to mean 0001 hours on a Monday of the Numbered week.

Failure of the Contractor to submit any programme, or any required revisions thereto within the time limits stated for acceptance by DIMTS, shall be sufficient reason for not making the relevant stage on account payment by DIMTS

5. Progress Reports

The Contractor shall submit to DIMTS by the end of each calendar month his Monthly Progress Report (3 copies) which shall, amongst other things, highlight actual or potential departures from the Works Programmes and state the measures which the Contractor proposes to take in order to make good or reduce any delay and shall account for all work actually performed from 26th day of the last month and up to and including the twenty-fifth (25th) day of the month of the submission.

The Contractor shall submit to DIMTS, at weekly intervals, a written report as to the progress of works.

Repair of Depressions and rough patches on BRT Corridor **Special/Additional Conditions of Contract**

The Contractor shall also submit to DIMTS such other reports as may reasonably be required by him or any relevant authority or public body.

The monthly progress report shall inter-alia contain details regarding:

FINANCIAL STATUS

- (1) A narrative review of all significant financial matters, and actions proposed or taken in respect to any outstanding matters.
- (2) A spread sheet indicating the status of all payments due and made.
- (3) A report on the status of any outstanding claims. The report shall in particular provide interim updated accounts of continuing claims.

PHYSICAL PROGRESS

- (1) It shall describe the status of work performed, significant accomplishments, including critical items and problem areas, corrective actions taken or planned and other pertinent activities, and shall, in particular, address interface issues, problems and resolutions.
- (2) It shall include a simplified representation of progress measured in percentage terms compared with percentage planned as derived from the Works Programme.

PROGRAMME UPDATE (For Entire Project)

Programme updating shall include the monthly Programme Update which shall be prepared by recording actual activity completion dates and percentage of activities completed up to the twenty-fifth (25th) of the month together with estimates of remaining duration and expected activity completion based on current progress. The Programme Update shall be accompanied by an Activity Report and a Narrative Statement.

MILESTONES STATUS

A report on the status of all Milestones due to have been achieved during the month and forecasts of achievement of any missed Milestones, and those due in the next month.

PLANNING AND CO-ORDINATION

- (1) A summary of all planning/co-ordination activities during the month and details of outstanding actions.
- (2) A schedule of all submissions and consents/approvals obtained/ outstanding.

PROCUREMENT REPORT

- (1) A summary of all significant procurement activities during the month, including action taken to overcome problems.

A report listing major items of plant and materials which will be incorporated into the Works. The items shall be segregated by type as listed in the Specifications and the report should show as a minimum the following activities:

SAFETY

- (1) A review of all safety aspects during the month including reports on all accidents and actions proposed to prevent further occurrence.

ENVIRONMENTAL

- (1) A review of all the environmental issues during the past month to include all monitoring reports, mitigation measures undertaken, and activities to control environmental impacts.

6. Safety of Works

The Contractor shall throughout the execution of the Works including the carrying out of any testing, commissioning (including Integrated Testing and Commissioning), or remedying of any defect:

- a. take full responsibility for the adequacy, stability, safety and security of the Works, Plants, Contractor's Equipment, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation;
- b. have full regard for the safety of all persons on or in the vicinity of the Site (including without limitation persons to whom access to the Site has been allowed by the Contractor), comply with all relevant safety regulations, including provision of safety gear, and insofar as the Contractor is in occupation or otherwise is using areas of the Site, keep the Site and the Works (so far as the same are not completed and occupied by DIMTS) in an orderly state appropriate to the avoidance of injury to all persons and shall keep DIMTS indemnified against all injuries to such persons.
- c. provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by DIMTS or by laws or by any relevant authority for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site; and
- d. where any work would otherwise be carried out in darkness, ensure that all parts of the Site where work is being carried out are so lighted as to ensure the safety of all persons on or in the vicinity of the Site and of such work.

Contractor is required to take note of all the necessary provisions related to Safety, Health and Environment Protection enclosed at **Annexure-A-II** of General Conditions of Contract and the Contractor's bid price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case, the Contractor fails in the above, DIMTS may provide the necessary arrangements and recover the costs from the Contractor.

7. Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values as per the requirements of DIMTS, Local Bodies and other statutory provisions, and shall not exceed the values prescribed by law. The Contractor shall conform to DIMTS' Requirements and shall indemnify DIMTS against any liability or damages or claims arising out of his operations. The Contractor shall be responsible and liable for any stoppage, closure or suspension of the works due to any contravention of statutory requirements relating to the protection of the environment and shall indemnify and keep indemnified DIMTS in this regard.

The Contractor's Site Environmental Plan shall be developed from provisions related to Safety, Health and Environment Protection enclosed at Annexure-A-II of General Conditions of Contract and the Contractor's bid price shall be inclusive of all the necessary costs to meet the prescribed safety, health & environmental standards.

8. Contractor's Operations on Site

The Contractor shall confine his operations to the Site, and to any additional area which may be provided to the Contractor and agreed by DIMTS as working areas. The Contractor shall take all necessary precautions to keep his personnel and equipment within the Site and such additional areas, and to keep and prohibit them from encroaching on adjacent land.

9. Discoveries

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest, in addition to oil and other minerals discovered on the Site shall be the absolute property of the Government of India and the Contractor shall take all the necessary precautions to prevent its workmen or its sub-contractors' workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof, acquaint DIMTS of such discovery and carry out the instructions of DIMTS.

10. Publicity

The Contractor shall not publish or otherwise circulate alone or in conjunction with any other person, any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to the Press, or any radio or television network any information relating thereto, nor allow any representative of the media access to the Site, Contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of DIMTS. The Contractor shall ensure that his sub-contractors of any tier shall be bound by a like obligation and shall, if so required by DIMTS, enforce the same at his own expense. The provisions of this Sub-Clause shall not exempt the Contractor from complying with any statutory provision in regard to the taking and publication of photographs.

11. Working Hours

The Contractor, if required, shall carry out work during night hours or in shifts, unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for night work.

Erection or removal of poles, installing of fixtures, control Gears, lamps etc. would be possible only during night when traffic reduces as crane/tower wagon would be required. However, other works which do not require Crane/Tower Wagon can be carried out during day.

The Contractor shall provide adequate lighting and safety arrangements for night operations.

Due to sensitive location of the project site, there may be restrictions placed on movement of vehicles, working hours or there may be stoppage of work for particular periods by Police/Administrative Authorities due to security reasons or otherwise. No claim whatsoever on this account shall be entertained notwithstanding the fact that the contractor may have to pay to labourers and other staff engaged directly or indirectly on the work according to the provisions of labour regulations and/or any agreements entered upon by Contractor.

12. Preservation of Peace and Orderly Conduct

The Contractor shall be responsible for preservation of peace and orderly conduct at the site and its neighbourhood by Contractor's employees, Representatives, petty contractors, Sub Contractors etc. In case, deployment of a Special Police Force becomes necessary at or near Site, during the tenure of Works, the expenses for the same shall be borne by the Contractor.

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour, and to preserve peace and protection of persons and property in the neighborhood of the Works against such conduct.

13. Insurance

The Contractor shall insure the Plants, Materials and Works in the joint names of DIMTS & the Contractor and Sub-contractors (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed elsewhere in the contract. Such insurance shall be for a limit of not less than the full replacement cost (including profit) and shall also cover the costs of demolition and removal of debris. Such insurance shall be in such a manner that DIMTS and the Contractor are covered from the commencement date until the date of issue of the Completion Certificate for the whole of Works. The Contractor shall extend such insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Completion Certificate, and for loss or damage occasioned by the Contractor or Sub-contractors in the course of any other operations.

The Contractor shall insure the Contractor's Equipment against all risks in the joint names of DIMTS, the Contractor and Sub-contractors, (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed elsewhere in the contract. Such insurance shall be for a limit of not less than the full replacement value (including delivery to Site). Such insurance shall be in such a manner that each item of equipment is insured while it is being transported to the Site and throughout the period it is on or near the Site.

The Contractor shall insure against liability to third parties in the joint names of DIMTS, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property (except Contractor's Plants, Materials and Works) or to any person (except contractor's personnel), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate. Such insurance shall be at least for the amount of Rs. 0.50 Million for any one incident, with no. of incidents unlimited.

The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Sub-contractor (wherever applicable) in such a manner that the Employer and the Engineer are indemnified under the policy of insurance. For Sub-contractor's employees (wherever applicable), such insurance may be effected by the Sub-contractor, but the Contractor shall be responsible for compliance with this Clause.

The Contractor shall, within 7 days from the date of commencement, submit to DIMTS:

- (a) evidence that the insurances described in this Clause have been effected, with an Indian Insurance Company, and
- (b) copies of the policies for the insurances described in this Sub-Clause.

When each premium has been paid, the contractor shall submit copy of receipts to DIMTS.

Repair of Depressions and rough patches on BRT Corridor **Special/Additional Conditions of Contract**

The contractor shall affect all insurances for which he is responsible with insurers and in terms approved by DIMTS. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage. Payments received from insurers shall be used for the rectification of such loss or damage.

The contractor (and, if appropriate, DIMTS) shall comply with the conditions stipulated in each of the insurance policies. The contractor shall make no material alteration to the terms of any insurance without the prior approval of DIMTS. If an insurer makes (or purports to make) any such alteration, the contractor shall notify DIMTS immediately.

Nothing in this clause limits the obligations, liabilities or responsibilities of the contractor or DIMTS, under the other terms of the contract or otherwise. Any amount not insured or not recovered from the insurers shall be borne by the contractor.

The Contractor shall submit to DIMTS, the details of all claims made with the insurer and claims accepted by the insurer or any other details as required by DIMTS on monthly basis.

14. Notice to Contractor

All notices to the Contractor shall be served by post or telex or telefax or by hand to the Contractor or his authorized representatives. In case of notices delivered by post, they will be deemed to have been delivered after 7 days of dispatch.

15. Notice to DIMTS

All notices to DIMTS shall be served by post or telex or telefax, or by delivering by hand to the address nominated for the purpose.

16. Deleted

17. Testing

This sub clause shall apply to all tests on plants/works/materials as specified in the Contract.

The Contractor shall provide all documents and other information necessary for all types of testing and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.

All required tests shall be made in the presence of DIMTS' representatives. If DIMTS' representative does not attend at the time and place agreed, or if the Contractor and DIMTS' representative agree that DIMTS' representative shall not attend, the Contractor may proceed with the tests, unless DIMTS' representative instructs the Contractor otherwise. Such tests shall be deemed to have been made in the Engineer's presence.

The Contractor shall promptly forward to DIMTS duly certified reports of the tests.

The cost of making any Test shall be borne by the Contractor if such Test is clearly intended as mandatory by the relevant technical specifications or provided for in the Contract. If any, additional test is ordered by the Engineer which is either:

- (a) not so intended by or provided for in the Contract, or
 - (b) though so intended or provided for is ordered by the Engineer to be carried out by an independent person at any place other than the Site (if facility available in site laboratory) or the place of manufacture or fabrication of the Materials.
- then the cost of such Test shall be borne by the Employer. If, however, the Test shows the workmanship or Materials not to be in accordance with the Contract, then the cost of such Test will be borne by the Contractor.

No such testing shall relieve the Contractor from any obligation or responsibility.

The Contractor shall be responsible for all on-site and off-site testing and for all in-situ testing. All appropriate laboratory tests shall be carried out in the Contractor's laboratory, unless otherwise permitted or required by DIMTS. Where the laboratory is not appropriately equipped and/or staffed for some tests, or if agreed to by DIMTS, tests may be carried out in other laboratories approved by DIMTS.

Equipment, apparatus and materials for in-situ tests and laboratory compliance tests carried out by the Contractor shall be provided by the Contractor. The equipment and apparatus shall be maintained by the Contractor and shall be calibrated before the testing starts and at regular intervals as permitted by DIMTS. The equipment, apparatus and materials for in-the situ tests shall be removed by the Contractor as soon as practicable after the testing is complete.

Records of in-situ tests and laboratory tests shall be kept in the custody of DIMTS. In addition to any other requirements, the test reports report shall contain the following details:

- (a) material or part of the Works tested;
- (b) location of the batch from which the samples were taken or location of the part of the Works;
- (c) place of testing;
- (d) date and time of tests;
- (e) weather conditions in the case of in-situ tests;
- (f) technical personnel supervising or carrying out the tests;
- (g) size and description of samples and specimens;
- (h) method of sampling;
- (i) properties tested;
- (j) method of testing;
- (k) readings and measurements taken during the tests;
- (l) test results, including any calculations and graphs;
- (m) specified acceptance criteria; and
- (n) other details stated in the Contract.

Reports of tests shall be signed by the authorized representatives of the Contractor & DIMTS.

If, as a result of inspection, examination or testing, any Plant, Material or workmanship is found to be defective or otherwise not in accordance with the Contract, DIMTS may reject the same and by giving notice to the Contractor with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item after rectification complies with the Contract.

If DIMTS requires such Plant, Material, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause DIMTS to incur additional costs, such costs shall be recoverable from the Contractor by DIMTS, and may be deducted by DIMTS from any monies due, or to become due, to the Contractor.

18. CONTRACTOR'S TEMPORARY WORKS

The Contractor shall, prior to commencing the construction of the Temporary Works, submit a certificate to DIMTS signed by him certifying that the Temporary Works have been properly and safely designed and checked and that the Contractor has checked the effect of the Temporary Works on the Permanent Works and has found this to be satisfactory.

19. USE OF THE SITE

The Site or Contractor's Equipment shall not be used by the Contractor for any purposes other than for carrying out the Works, except that, with the consent in writing of DIMTS. Rock crushing plant shall not be used on the Site. The location and size of each stockpile of materials, including excavated materials, within the Site shall be as permitted by DIMTS. Stockpiles shall be maintained at all times in a stable condition. Entry to and exit from the Site shall be controlled and shall be only available at the locations for which DIMTS has given his consent.

20. ACCESS TO THE SITE

The Contractor shall make its own arrangements, subject to the consent of DIMTS, for any access required to the Site. In addition, the Contractor shall ensure that access to every portion of the Site is continually available to DIMTS and NDMC.

21. ACCESS TO OUTSIDE THE SITE

The Contractor shall be responsible for ensuring that any access or egress through the Site boundaries are controlled such that no disturbance to residents or damage to public or private property occur as a result of the use of such access or egress by its employees and sub contractors.

22. SURVEY OF THE SITE

A survey shall be carried out of the Site to establish its precise boundaries and the existing ground levels within it. This survey shall include a photographic survey sufficient to provide a full record of the state of the Site before commencing the work with particular attention paid to those areas where reinstatement will be carried out later on. The survey shall be carried out before the site clearance wherever possible and in any case prior to the commencement of work in any Works Area. The survey shall be carried out by the Contractor and agreed with DIMTS. This shall be considered incidental to work and nothing extra shall be paid for this activity.

The Contractor shall relate the construction of the Works to the Site Grid. To facilitate this, survey reference points shall be established

23. BARRICADES AND SIGNBOARDS

The Contractor shall erect barricades and gates around its areas of operations to prevent entry by unauthorised persons to his Works Areas and necessary identity cards /permits should be issued to workers and staff by the contractor. Painting of the barricades shall be carried out to the design and colours as directed by DIMTS and the Contractor shall carry out re-painting of the entire barricades on half yearly basis or earlier, if required. No work shall be commenced in any Works Area until DIMTS has been satisfied that the barricades installed by the Contractor is sufficient to prevent, within reason, unauthorised entry and for the safety of the surroundings. Project signboards shall be erected not more than two (2) weeks, or such other period as DIMTS has given his consent, after the date of commencement of the Works. The types, sizes and locations of project signboards shall be agreed with DIMTS before manufacture and erection. Other advertising signs shall not be erected on the Site.

The consent of DIMTS shall be obtained before hoardings, fences, gates or signs are removed. Hoardings, fences, gates and signs which are to be left in positions after the completion of the Works shall be repaired and repainted as instructed by DIMTS.

Hoardings, barricades, gates and signs shall be maintained in clean and good order by the Contractor until the completion of the Works, whether such hoardings, fences, gates and signs have been installed by the Contractor or by others and transferred to the Contractor during the period of the Works. All the fencing, hoardings, gates and signs etc. shall be mopped minimum one in a week and washed monthly.

All hoardings, barricades, gates and signs installed by the Contractor shall be removed by the Contractor upon the completion of the Works, unless otherwise directed by

DIMTS.

Hoarding/ barricades can be reused after removing from one place to other locations / sites provided they are in good condition and approved by DIMTS.

Damaged/worn-out barricades /hoarding shall be replaced by contractor within 24 hours. DIMTS 's decision regarding need for replacement shall be final and binding and if no action is taken by contractor the cost of any repairs will be deducted by DIMTS from any payment due to the Contractor.

Contractor shall be paid only under relevant items under schedule-A of BOQ of this work and any other related work/activity not specifically covered under BOQ items shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

24. CLEARANCE OF THE SITE

All Temporary Works which are not to remain on the Site after the completion of the Works shall be removed prior to completion of the Works or at other times instructed by DIMTS. The Site shall be cleared and reinstated to the lines and levels and to the same condition as existed before the Works started except as otherwise stated in the Contract.

25. SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with in the conditions stipulated in the contract on Safety, Health and Environment Protection. Non compliance of the provisions in contract regarding Safety, Health and Environmental Protection shall attract non refundable fine/damages as follows:

- (i) On first observation: Rs.5,000/-
- (ii) On second observation: Rs.7,000/-
- (iii) On third & each subsequent observation: Rs.10,000/-

26. OTHER SAFETY MEASURES

Fire Regulations and Safety

- (1) The Contractor shall provide and maintain all necessary temporary fire protection and fire fighting facilities on the Site during the construction of the Works, and shall comply with all requirements of the Delhi Fire Services Department. These facilities may include, without limitation, fire hose reels in temporary site buildings, raw water storage tanks and portable fire extinguishers suitable for the conditions on the Site and potential hazards.
- (2) The Contractor shall submit details of these facilities to DIMTS prior to commencement of work on the Site.
- (3) If, in DIMTS's opinion, the use of naked lights may cause a fire hazard, the Contractor shall take such additional precautions and provide such additional fire fighting equipment (including breathing apparatus) as DIMTS considers necessary. The term "naked light" shall be deemed to include electric arcs and oxyacetylene or other flames used in

welding or cutting metals.

- (4) Oxyacetylene burning equipment will not be permitted in any confined space. Burning equipment of the oxypropane type shall be used.
This shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

Hazard and Risk Assessments

- (5) The Contractor shall, prior to the commencement of any operation carry out a detailed hazard and risk assessment. The results of such assessments shall be recorded and the records kept for inspection by DIMTS.
- (6) The Contractor shall produce detailed method statements for all medium and high risk operations and shall submit them to DIMTS for his consent prior to commencement of any task to which they relate.
- (7) The Contractor shall produce and implement a Permit to Work system for all high risk operations. The Permit to Work system shall be submitted to DIMTS for consent before application.
This shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

Explosives

- (8) Explosives shall not be used without prior written consent of DIMTS. Before consent to blasting is granted, the Contractor shall prepare a Specification as to the size of charge, the method of firing and any other restrictions that may be imposed from time to time.
- (9) Where DIMTS has consented to the use of explosives, the Contractor shall be responsible for obtaining the requisite licences and permits for complying with all statutory requirements for blasting.
- (10) The storage, transportation and use of explosives shall at all times be governed by the Explosives Acts and such other statutory regulations which may be applicable and as imposed by the Statutory Authorities.

Standby Equipment

- (11) The Contractor shall provide adequate stand-by equipment to ensure the safety of personnel, the Works and the public. These measures shall include as a minimum the following:-
 - (a) stand-by pumping and generating equipment for the control of water;
 - (b) stand-by equipment and spares for illumination of the Works; and
 - (c) stand-by generating equipment and equipment for the lighting and ventilation of underground works.
 - (d) This shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

Co-operation

- (12) The Contractor shall provide full co-operation and assistance in all safety surveillance carried out by DIMTS. Any breaches of the Site Safety Plan or the statutory regulations or others disregard for the safety of any persons may be the reason for DIMTS to exercise his authority to require the site agent's removal from the Site.

27 CARE OF THE WORKS

- (1) Unless otherwise permitted by DIMTS all work shall be carried out in dry conditions.
- (2) The Works, including materials for use in the Works, shall be protected from damage due to water. Water on the Site and water entering the Site shall be promptly removed by temporary drainage or pumping systems or by other methods capable of keeping the Works free of water. Silt and debris shall be removed by traps before the water is discharged in the municipal storm water drainage system
- (3) The Contractor shall make all arrangements with and obtain the necessary approval from the relevant authorities for discharging water to drains, watercourses etc. The relevant work shall not be commenced until the approved arrangements for disposal of the water have been implemented.
- (4) The methods used for keeping the Works free of water shall be such that settlement of, or damage to, new and existing structures do not occur.
- (5) Measures shall be taken to prevent flotation of new and existing structures.

This shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

PROTECTION OF THE WORKS FROM WEATHER

- (6) Work shall not be carried out in weather conditions that may adversely affect the Works unless proper protection is provided to the satisfaction of DIMTS.
- (7) Permanent Works, including materials for such Works, shall be protected from exposures of weather conditions that may adversely affect such Permanent Works or materials.
- (8) During construction of the Works storm restraint systems shall be provided where appropriate. These systems shall ensure the security of the partially completed and on going stages of construction and in all weather conditions. Such storm restraint systems shall be installed as soon as practicable and shall be compatible with the right of way, or other access around or through- out the Site.
- (9) The Contractor shall at all times programme and order progress of the work and make all protective arrangements such that the Works can be made safe in the event of storms.

This shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

PROTECTION OF THE WORK

- (10) The finished works shall be protected from any damage that could arise from any activities on the adjacent site/ works.

28. DAMAGE AND INTERFERENCE

A. GENERAL

- (1) Work shall be carried out in such a manner that there is no damage to or interference with:
- (a) watercourses or drainage systems; (b) utilities; (c) structures (including foundations), roads, including street furniture, or other properties; (d) public or private vehicular or pedestrian access; (e) monuments trees, graves or burial grounds other than to the extent that is necessary for them to be removed or diverted to permit the execution of the Works. Heritage structures shall not be damaged or disfigured on any account. The Contractor shall inform DIMTS as soon as practicable of any items which are not stated in the Contract to be removed or diverted but which the Contractor considers need to be removed or diverted to enable the Works to be carried out. Such items shall not be removed or diverted until the consent of DIMTS to such removal or diversion has been obtained.
- (2) Items which are damaged or interfered with as a result of the Works and items which are removed to enable work to be carried out shall be reinstated to the satisfaction of DIMTS and to at least the same condition as existed before the work started. This shall be considered incidental to work and nothing extra shall be paid to the contractor in this regard.

Any claims by Utility Agencies due to damage of utilities by the Contractor shall be borne by the Contractor.

B. STRUCTURES, ROADS AND OTHER PROPERTIES

The Contractor shall immediately inform DIMTS of any damage to structures, roads or other properties.

C. ACCESS

Alternative access shall be provided to all premises if interference with the existing access, public or private, is necessary to enable the Works to be carried out. The arrangements for the alternative access shall be as agreed by DIMTS and the concerned agency. Unless agreed otherwise, the permanent access shall be reinstated as soon as practicable after the work is complete and the alternative access shall be removed immediately as it is no longer required, and the ground surfaces reinstated to the satisfaction of DIMTS. Proper signage and guidance shall be provided for the traffic / users regarding diversions. This shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

D. TREES

The felling of trees in the National Capital Territory of Delhi is governed by the Delhi Preservation of Trees Act 1994 (Delhi Act No. 11 of 1999). The Contractor is not permitted to cut any trees without the permission of the Employer. DIMTS has assessed the number of trees existing within the right-of-way and has arranged permission from Forest Department cutting back or removal of trees which are deemed to be affected by the right of way (ie., within the limits of permanent works) construction works. The trees requiring to be felled, will be removed from ground level up by the Contractor prior to commencement of the works. The Contractor will not be permitted to cut or remove any further trees. If for the purposes of the works additional trees are required to be cut/trimmed or removed, the Contractor must notify DIMTS of further tree felling requirements. Subject to compliance with the aforementioned act, arrangements for permission from Forest Department for tree felling may be made by the Employer. The payment of tree cutting, removal, transportation required in this item shall be paid extra as per provisions of contract.

E. PROTECTION OF THE ADJACENT STRUCTURES AND WORKS

The Contractor shall take all necessary precautions to protect the structures or works being carried out by others adjacent to and, for the time being, within the Site from the effects of vibrations, undermining and any other earth movements or the diversion of water flow arising from its work. This shall be considered incidental to work and nothing extra shall be paid to the contractor in this regard.

29. Deleted

30. RECORDS OF WAGE RATES

The Contractor shall keep monthly records of the average, high and low wage rates for each trade/tradesman employed on the Site and records shall be made available to DIMTS during inspection.

31. MATERIALS

- (1) Materials and goods for inclusion in the Permanent Works shall be new unless DIMTS has consented otherwise.
- (2) Certificates of tests by manufacturers which are to be submitted to DIMTS shall be current and shall relate to the batch of material delivered to the Site. Certified true copies of certificates may be submitted if the original certificates could not be obtained from the manufacturer.
- (3) Parts of materials which are to be assembled on the Site shall be marked to identify the different parts.
- (4) Materials which are specified by means of trade or proprietary names may be substituted by materials from a different manufacturer which has received the consent of DIMTS

provided that the materials are of the same or better quality and comply with the specified requirements.

- (5) Samples of materials submitted to DIMTS for information or consent shall be kept on the Site and shall not be returned to the Contractor or used in the Permanent Works unless permitted by DIMTS. The samples shall be used as a mean of comparison which DIMTS shall use to determine the quality of the materials subsequently delivered. Materials delivered to the Site for use in the Permanent Works shall be of the same or better quality as the samples which have received consent.

32 WORK ON ROADS (Traffic Management Plan)

Immediately after the issue of letter of acceptance (not later than 7 days from the issue of letter of acceptance), the Contractor shall develop a detailed Traffic Management Plan for the work under the contract to cope with the traffic disruption as a result of construction activities and shall implement the Traffic Management Plan throughout the whole period of the Contract.

The basis for the Plan shall take into consideration the need to to minimise the inconvenience of road users and the interruption to surface traffic through the area impacted by the construction activities; to ensure the safety of road users in the impacted area; to facilitate access to the construction site, and to maintain reasonable construction progress & to ensure traffic safety at construction site.

The Contractor shall manage the vehicular and pedestrian right of way during the period of construction and shall take account of the need to maintain essential traffic requirements, as these may influence the construction process. Where it becomes necessary to close a road or intersection, or supplementary lanes are required to satisfy the traffic demands, traffic diversion schemes to adjacent roadways shall be developed with quantitative justifications. The Contractor shall co-ordinate with all relevant authorities.

The overall fabrication/erection plan of the Contractor shall take into account the need to ensure that any roads or intersections that have no alternative access shall not be fully closed for construction, emergency access to all properties shall be maintained at all times, access to business premises and property shall be maintained to the extent that normal activities are not seriously disrupted.

Immediately after the issue of letter of acceptance (not later than 21 days from the issue of letter of acceptance), the Contractor shall make his traffic management plan for the construction period and obtain the necessary approval from the transport authorities and the Police Department for temporary traffic arrangements and control on public roads. In the event that the Contractor, having used its best endeavours, fails to secure the necessary approval from the transport authorities and the Traffic Police Department for temporary traffic arrangements and control on public roads, then DIMTS will use its best endeavours to assist the Contractor to secure such approval but without responsibility on

the part of DIMTS to do so. This work and all/any other related work/activity shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

33. SITE ESTABLISHMENT

A. SITE ACCOMMODATION/OTHER FACILITIES

- (1) The Contractor shall provide and maintain its site accommodation at its own cost at locations consented to by DIMTS.

B. SITE UTILITIES AND ACCESS

- a. The Contractor shall be responsible for providing water, electricity, telephone, sewerage and drainage facilities for contractors site offices, structures and buildings and for all site laboratories and all such services that are necessary for satisfactory performance of the Works. The Contractor shall make all arrangements with and obtain the necessary approval from the relevant civil and utility authorities for the facilities.
- b. The contractor shall be responsible for provision of power supply for his works. The Employer can not guaranty provision of adequate, continuous power supply however assistance will be given in obtaining the necessary permissions for site generators and the like.

C. SUBMISSION OF PARTICULARS

The following particulars shall be submitted to DIMTS for its consent not more than fifteen (15) days after the date of commencement of the Works :

- (a) Drawings showing the formation works and the layout the Contractor's offices, project signboards, principal access and other major facilities required early in the Contract, together with all service utilities;
- (b) Drawings showing the details to be included on the project signboards and diversion boards.
- (c) Drawings showing location of stores, storage areas, and other major facilities shall be submitted to DIMTS for his consent as early as possible but in any case not less than seven(7) days prior to when such facilities are intended to be constructed on the Site.

Additional Conditions for Dense Carpet Works

1. The tenderers shall have to produce necessary affidavit in evidence to the effect that they own hot mix plant (computerized) fitted with centralized control panel and electronic load sensor along, with necessary equipment. It should be preferable of batch mix type and it shall be capable of yielding a mix of proper and uniform quality with thoroughly coated aggregate as per job mix formula before the tender documents is sold to them.
2. The contractors shall have to necessarily deploy paver finisher fitted with electronic sensing device for automatic leveling and profile control within the specified tolerance and other required machinery including vibratory roller pneumatic roller/tendorm roller/static wheeled roller etc. as per Ministry of Road Transport and Highways (MORT&H) specification for roads and Bridges works 4th revision and in IRC Manual for construction and supervision of Bituminous Works 2001, published by IRC.
3. The contractor shall have to mention the details of hot mix plant from where he intends to bring the bituminous mix. The plant including all materials to be used in bituminous mix shall be open to inspection by Engineer-in-Charge or his representative, whenever required.
4. Nothing extra shall be paid for cartage of bitumen to the site of work.
5. Rolling shall be done as per clause 501.6, 501.7, 504.3.6 and 507.4.9 (MORT&H) specifications for Road and Bridge works fourth revision 2001 by using roller as specified therein.
6. The paver finisher shall have the following essential features.
 - a. Loading hoppers and suitable distribution mechanism.
 - b. The machine shall have a hydraulically extendable screed pair appropriate with requirement.
 - c. The screed shall have tamping and vibrating arrangement from initial compaction to the layer. It shall have adjustable amplitude and variable frequency.
7. Bitumen Bitumen/CRMB-60 binder shall conform to grade and quality as specified in nomenclature of item. Bitumen required for the work shall be purchased /brought at site plant by the contractor from approved manufacturer and stored properly. The contractor shall be required to submit the following documents.
 - a. Photocopy of the invoice in duplicate from the manufacturer as a proof of procurement of fresh bitumen.
 - b. The name of work shall be written by the contractor on the photocopy of invoice. This photocopy will be self attested by the contractor certifying that this is true copy of original invoice. This will be done by the contractor in the presence of Engineer-in-Charge or Divisional Accountant.
 - c. One photocopy of the invoice, self attested by the contractor will be given to Engineer-in-Charge of site and other to divisional accountant.

Bitumen/CRMB-60 Contents :- For the purpose of tendering the contractor shall give his rates only on assumption that the bitumen / CRMB-60 contents of BM&AC will be 3.26%

and 5% by weight of mix respectively. If the actual quantity of bitumen required to be used as per job mix formula is different from the assumed above, necessary adjustment in the cost of bitumen/CRMB-60 used shall be recovered at the rate of (Prevailing market rates) as MT of bitumen. However in case the variation of the bitumen (CRMB-60) is on the higher side, payment for extra bitumen/CRMB-60 will be restricted to the extent of the job mix formula only at the rate of / MT (Prevailing market rates). No extra payment will be made for the bitumen / CRMB-60 used beyond extent of job mix formula.

8. The bitumen/CRMB-60 content in bitumens mix shall be checked by conducting the bitumen extraction test continuing to IRC-SP-II at regular interval on the completion of work. The actual consumption of bitumen/CRMB-60 shall be worked but based on such result and M.A.S Account. The theoretical consumption shall be worked out based on Designed mix formula. The bituminous/CRMB-60 work of B.M. & A.C. will be acceptable with in variation of 0.3% of the bitumen/CRMB-60 required as per job mix formula. Recovery for less use of bitumen/CRM-60 up to 0.3% than the theoretical consumption shall be made at the prevailing market rates. The work found executed with bitumen/CRMB-60 mix having bitumen/CRMB-60 contents lesser than permissible variation of (-) 0.3% shall be considered as substandard and will be dealt accordingly. However, nothing extra shall be paid if the actual consumption so worked out is higher than the theoretical consumption. This is without prejudice to action under other relevant clauses of the agreement.

9. Filler:-

Filler shall be hydrated lime confirming to specification and grade as specified in clause 507.2.4 of MORT &H specification for road and bridge work. Fourth Revision 2001 Filler shall be used 50KG/MT of mix. If the actual quantity of lime filler required to be used is different from assumed above, necessary, adjustment in cost of extra/less lime filler used shall be made @ Rs.MT (prevailing market rates) of lime filler without being effected by clause 10C &10CC of the contract agreement.

10. The temperature of binder, aggregate and mix at the time of mixing, laying and rolling shall be as per able 500-5 (Manufacturing & Rolling Temperatures) of MORT & H specification for road and the bridge works 2001 IVth Revision.
11. Measurement:- Before applying the tack coat, the existing levels of the road surface shall be taken jointly by the Engineer-in-Charge or his representative and contractor at 3 meter intervals both ways or closer as directed by the Engineer-in-Charge. These levels shall be recorded in the level book as well as on the plan and the record shall be signed by the contractor. Level of the consolidated bituminous coarse shall again be taken and recorded in the level book as well as on plan. The unit for measurement shall be cube meter for asphaltic concrete and bituminous macadam mix and consolidated quantity shall be computed on the basis of daily tonnage laid and the field density as well as levels and payment shall be restricted to the lower of the two quantity. The necessary arrangement for taking levels will be made by the contractor at his own cost.

12. The department has the option to cut out cores to determine the density of carpet laid necessary arrangement will be made by the contractor at his own including making good the same.
13. Laboratory:-
- a) That the contractor shall provide at or near plant a laboratory fully equipped for carrying out the specified test on the material and on the finished products. A competent staff for carrying out the test shall be provided by the contractor and the results of the test shall be submitted on completion to the Engineer-in-Charge. The cost of all testing enumerated above shall be borne by the contractor and no extra claim on this account shall be entertained. The department also reserves the right to get the bituminous mix and other mix and other materials used in the work tested from Municipal Laboratory or any other laboratory as decided by the Engineer-in-Charge. The result of such tests will be binding on the contractor.
 - b) The contractor shall be responsible for getting at least one sample for every 1000 metric tones of bituminous mix tested from the laboratory of Delhi Municipal Corporation or as required by the Engineer-in-Charge of the work and results of the same would be binding in the contractor.
 - c) Other materials like bitumen stone grit etc. will be got tested from Laboratory or CRRRI by the contractor as and when required by the Engineer-in-Charge of the work and the results of the tests will be binding on the contractor.
14. The cost of all testing shall be borne by the contractor and no extra claim shall on this account shall be entertained, except in the case when materials are got tested from Mpl. Laboratory in which case the cost of material and the cartage only shall be borne by the contractor.
15. It will be binding on the contractor to maintain free of cost those roads for a period of 5 years, where the binder of penetration 60/70 grade and for 7 years, where CRMB-60 binder has been used from the last day of the month in which a particular road is completed and he will also be responsible for rectification of defects if these occur any during the said project.
16. Prior to the commencement of the work the Engineer-in-Charge and the contractor shall carry out a joint inspection of the existing surface to locate any areas, where defective foundation or improperly consolidation, branches may have contributed to such failure during the progress of the regarding work, further checked of the adequacy of the foundation by load test or trial hole plates bearing tests etc. shall be made and any defects noted shall be pointed out to the Engineer-in-Charge, who will issue instructions for the necessary remedial
17. Action to be taken to ensure that a satisfactory foundation is available through out the areas to be resurfaced.

18. Weigh Bridge :-

The contractor shall make arrangement of weight bridge at plant site for weighing the various mixes and will produce the copy of a certificate for accuracy of weigh bridges from weight and measure department before start of the work, at his own cost. He will also at his own cost get the weigh bridge checked from above deptt. From time to time as per direction of Engineer-in-Charge. In addition Engineer-in-Charge will be free to get the weight of any tipper rechecked at work site and contractor will not raise any objection in this regard and cost of weighting charges will be born by the contractor.

19. The field density of leveling course, wearing course shall not be less than 95% of the laboratory density for leveling course and 98% for the wearing course respectively.

20. Quality Control :-

The test and their requirements for different type of bituminous construction works shall be as per IRC specifications Section no. 900 (Quality control for road works) published by MORT&H specifications for Road & Bridge Works 4th revision 2001. One sample of the bituminous mix shall be got tested from Municipal Laboratory for the quantity of binder content required, for each 1000 M.T or part there of, of the mix.

21. The contractor will quote item rates on the basis of units mentioned in the schedule.
22. The quantities mentioned in the tender schedule of each item can vary to the extent of 10% on either side at the time of execution of work within the contractual amount with the prior approval of Engineer-in-Charge with technical reasons.
23. For issue of tender contractor will come along with the qualified consultant for technical discussion to establish his competence.
24. The contractor will have to work as per programme drawn by Engineer-in-Charge. No claim what so ever be entertained in this account.
25. The contractor shall take all precautions to avoid all accidents by erecting necessary caution boards, red flags, red lights and providing barriers as directed by the Engineer-in-Charge. He shall be responsible to all damages and accidents caused due to negligence on his part. No hindrance shall be caused to the traffic during the execution of work.
26. No payment will be made to the contractor for damage caused due to rains or other natural calamities during the execution of work. No claim on this account will be entertained.
27. The contractor rate shall include the cost of labour material and inclusive of all carriage etc had inputs involved in the execution of work.
28. It may be ensured that intending contractors should have the requisite machinery and also the technical expertise for execution of work.
29. Unless otherwise required to withhold under the provision of agreement the security deposit deducted shall be refunded after completion of dense carpet work on submission

Repair of Depressions and rough patches on BRT Corridor Special/Additional Conditions of Contract

of bank guarantee (as per provision under section 22 of CPWD manual Vol – II regarding security deposit) the requisite amount shall valid for full period of 5/7 years of maintenance as the case may be in accordance with Para 18 above.

30. The contractor shall be responsible for correctness genuineness of all the documents whatsoever submitted by the contractor.



We help people move

Delhi Integrated Multi Modal Transit System Ltd.

(A Joint Venture of Govt. of Delhi & IDFC Ltd.)

Subject: Implementation of BRT Corridor from Ambedkar Nagar to Delhi Gate,

Sub Head: Repairs to depressions and rough patches in the bituminous road surface from Ambedkar to Delhi Gate.

BID DOCUMENTS

VOLUME 1

PART 5: Appendix to Bid

Delhi Integrated Multi-Modal Transit System Ltd.

(A Joint Venture of Government of Delhi & IDFC Ltd.)

**1st Floor, Maharana Pratap Inter State Bus Terminus,
Kashmere Gate, Delhi-110006**

APPENDIX TO BID

S. No.	Items	Conditions of Contract Clause/ Sub-clause	Particular Condition for this Contract
1	Determination of market rates	A II(viii)	Contractor's profit and overheads @ 15% shall be applied while determining market rates on the basis of cost of material & labour at site
2	Performance Guarantee	1.1	Performance guarantee to be submitted within 07 days from the date of issue of letter of acceptance
3	Performance Guarantee	1.1	Maximum allowed extension beyond the period specified in S.No. 2 above : 3 days
4	Compensation for Delay	3	Authority for deciding compensation for delay : MD & CEO, DIMTS Ltd
5	Milestones to be achieved during execution	3	No intermediate milestones. Work to be completed within the stipulated period as per contract
6	Incentive for early completion	4	The provisions of clause 4 of GCC shall not be applicable for this contract.
7	Time and Extension for delay	8	Time allowed for execution of works: 01 months Date of commencement of works: 7 days from the date of issue of Letter of Acceptance
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	Not to be provided.
11	Plant, Machinery & Shuttering Material Advance	18.3	Not to be provided.
12	Payment due to Increase/Decrease in prices/wages after receipt of tender for works	21	Provisions of this clause shall not be applicable as the stipulated period of completion is less than 18 months

13	Deviation, Deviated Quantities, Pricing	24.4 & 24.5	<p>Schedule-A of Bill of Quantities :</p> <p>i. The quantities of items shown in schedule-A of the Bill of Quantities 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 Bill of Quantities, individual items specified in the Bill of Quantities.</p> <p>ii. Variations in individual BOQ items shall be paid at BOQ rates except in the situation as provided for below:</p> <p>If the quantum of variation in any BOQ item is such that, in the opinion of DIMTS/Contractor , the rate in the contract for any BOQ 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.</p> <p>However, the provisions of this clause shall be subject to following:</p> <p>(a) No change in the rate for any item contained in BOQ shall be considered in case of any decrease in the actual quantity of work executed. Similarly, in case of deletion of a particular BOQ item or a group of BOQ items, no claim for loss of profit or revision of rates of any other BOQ item shall be considered.</p> <p>(b) In case of positive variation in any BOQ item, the change in the rate of BOQ item shall be effected only if the total actual quantity executed is more than 1.25 times the BOQ quantity and also the amount of variation beyond BOQ quantity is more than 2% of</p>
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			<p>contract value (calculated as per BOQ 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 BOQ quantity.</p> <p>Schedule-B of Bill of Quantities : 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>
14	Suspension of work - Compensation for loss suffered by Contractor on account of delay in supply of materials by Employer	27(iii)	No material shall be supplied by DIMTS
15	Action in case work not done as per specifications- Authority to accept work at reduced rates	28	MD & CEO, DIMTS Ltd.
16	Defects Liability Period	29	For 12 months after completion of works
17	Contractor's Superintendence, Supervision, Technical Staff & Employees	47(i)	Minimum requirement, of technical representatives, their qualification & experience are as given in Form T-4 of Instructions to Bidders
		47(ii)	Not applicable.

Signature & Company Seal

Date

Name

Place

Address