



DELHI TRANSIT

Delhi Integrated Multi Modal Transit System Ltd.

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

**Subject: Maintenance of Landscaping site opposite Oberoi
Hotel Intercontinental Mathura Road Delhi**

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.

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.

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 of 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.

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.