



ISO 9001: 2015

- Consultancy Services
- Engineering, Procurement & Construction (EPC)

NIT No.: WAP/ENVT/ESIC-KERALA/2023/08 dt.25.04.2023

NOTICE INVITING RETENDER

for

**SUPPLY AND INSTALLATION OF AIR CONDITIONING AT
OPERATION THEATRE ESIC HOSPITAL, EZHUKONE, KOLLAM
DISTRICT**

**WAPCOS Limited
(A Government of India Undertaking)
ESIC Kerala Project Office
H.No. 32/428A, Kuriekkal House
Changampuzha Nagar P.O., Unichira Junction,
Thrikakkara, Ernakulam, Kerala – 682 033
Telephone: 0484-4033565
E-mail: esickerala.wapcos@gmail.com**

TABLE OF CONTENT

VOLUME I	
TECHNICAL BID	
	PARTICULARS
SECTION I	NOTICE INVITING RETENDER
SECTION II	INSTRUCTIONS TO BIDDER (ITB)
SECTION III	SELECTION AND QUALIFYING CRITERIA
SECTION IV	GENERAL CONDITIONS OF CONTRACT
SECTION V	ADDITIONAL CONDITIONS OF CONTRACT
SECTION VI	ANNEXURES
I	FORMAT FOR GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION OF WORK
II	FORMAT FOR PERFORMANCE SECURITY (GUARANTEE)
III	FORMAT FOR AFFIDAVIT
IV	FORMAT FOR AGREEMENT PROFORMA
V	FORMAT FOR INTEGRITY PACT
VI	FORMAT FOR PRELIMINARY AGREEMENT
VII	FORMAT FOR RESUME OF PROPOSED PERSONNEL
VIII	SAFETY CODES
IX	MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS
SECTION-VII	FORMS - ELIGIBILITY CRITERIA AND IT'S FORMS
A	LETTER OF TRANSMITTAL
B	FINANCIAL INFORMATION
C	BANKERS CERTIFICATE FROM A SCHEDULED BANK
D	DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING LAST FIVE YEARS
E	STRUCTURE & ORGANISATION
F	FORMAT FOR NO CONVICTION CERTIFICATE
G	FORMAT FOR UNDERSTANDING THE PROJECT SITE
H	FORMAT FOR NO DEVIATION CERTIFICATE
I	CONSENT LETTER FOR INTEGRITY PACT
J	UNDERTAKING
SECTION -VIII	SCOPE OF WORK
SECTION -IX	LIST OF APPROVED MAKES
VOLUME-II	
FINANCIAL BID	
A	LETTER OF TRANSMITTAL FOR FINANCIAL BID
B	SUMMARY OF COST
C	BILL OF QUANTITIES (BOQ)

VOLUME- I
TECHNICAL BID

SECTION I**NOTICE INVITING RETENDER****NIT No.: WAP/ENVT/ESIC-KERALA/2023/08 dt.25.04.2023**

Employees State Insurance Corporation (ESIC) has engaged WAPCOS Limited, for providing the Annual Repair, Maintenance and Operation (ARMO) Services and Special Repairs Works of Civil and Electrical for the ESIC establishment in Kerala. WAPCOS Limited (A Govt. of India Undertaking), on behalf of The Medical Superintendent, ESIC Kerala invites **E-tenders for Supply And Installation of Air Conditioning at Operation Theatre ESIC Hospital, Ezhukone, Kollam District, on Item Rate Mode in Two Cover System** from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in the tender document.

1.	Name of Work:	: Supply And Installation of Air Conditioning at Operation Theatre ESIC Hospital, Ezhukone, Kollam District.
2.	Location	: ESIC Hospital, Ezhukone
3.	Website for viewing tender/ Corrigendum/ Addendum	: www.eprocure.gov.in ;
4.	Website for Procurement / downloading and uploading Tender document/ Corrigendum/ Addendum	: https://etenders.gov.in/eprocure/app
5.	Estimated Cost of Work	: Rs.6,35,211/- (Rupees Six Lakh Thirty Five Thousand Two Hundred and Eleven Only) excluding GST.
6.	Tender submission fee	: Rs.1,180/- (Non-refundable, including GST @ 18%) is to be submitted online through NEFT/RTGS. WAPCOS LIMITED, SBI A/C No. 36241524637, IFSC : SBIN0009485 The proof of online payment is to be attached with the Technical Proposal.
7.	Earnest Money Deposit (EMD) (considered as 2% of Estimated cost)	: Rs.12,704/- in the form of Insurance Surety Bonds / Demand Draft/ Fixed Deposit Receipt / Bank Guarantee is to be submitted online through NEFT/RTGS. WAPCOS LIMITED, SBI A/C No. 36241524637, IFSC : SBIN0009485 The proof of online payment is to be attached with the Technical Proposal.
8.	Project Completion Period	: One Month from the Date of Award of Work
9.	Validity of Bid/Tender	: 90 Days

10.	Pre-bid Meeting	:	Queries to be sent through E-mail on esickerala.wapcos@gmail.com till 01.05.2023 upto 15:00 hours
11.	Last date & time for online submission of Technical & Financial Bid.	:	08.05.2023 up to 15:00 hours
12.	Date, time and address for Offline submission of Tender Fees, EMD etc. as detailed in NIT	:	08.05.2023 up to 15:00 hours in the office of General Manager WAPCOS Limited, ESIC Kerala Project Office, H.No 32/428A, Kuriakkal House, Changampuzha Nagar P.O., Unichira Junction, Thrikakkara, Ernakulam, Kerala – 682 033
13.	Online opening of Technical Bid	:	09.05.2023 at 15:30 hours
14.	Online opening of Financial Bid	:	Will be intimated to Eligible Bidders
15.	WAPCOS Contact information	:	General Manager WAPCOS Limited, ESIC Kerala Project Office, H.No 32/428A, Kuriakkal House, Changampuzha Nagar P.O., Unichira Junction, Thrikakkara, Ernakulam, Kerala – 682 033; Telephone: 0484-4033565; E-mail: esickerala.wapcos@gmail.com
If the office of WAPCOS Limited happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.			

The tender document has to be downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates, i.e., Addendum/Corrigendum, if any. All the Addendum/Corrigendum up to submission of tender shall be the part of tender. The full details about the work, specifications, Drawings if any, terms and conditions etc. shall be available in the Tender Document. The tender document has to be submitted online on website <https://etenders.gov.in/eprocure/app>

The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders.

IMPORTANT POINTS

- 1.1 The bidder should be an Indian Registered Company under Companies Act 1956/Proprietorship Company/ Partnership Company.

- 1.2 All Bidders are hereby cautioned that Bids containing any deviation as described in Clauses of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
- 1.3 WAPCOS Ltd.Reserves the right to accept or reject any or all bids without assigning any reasons thereof. No Bidder shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and WAPCOS will not be bound to accept the lowest or any other tender.
- 1.4 No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- 1.5 All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- 1.6 It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

For and on behalf of WAPCOS LIMITED

(Sd/-)
General Manager (SEZ)
WAPCOS Limited,

SECTION– II

INSTRUCTIONS TO BIDDER

1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in; they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee as applicable and enter details of the instrument.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders“dashboard”) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any **queries relating to the tender document and** the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7CPP Portal Helpdesk.

2.0 INSTRUCTIONS TO BIDDER

The purpose of these instructions to serve as a guide to Bidders for preparing offer for carrying out the project in all respect.

- i.** Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, conditions of contract, local conditions and other factors having bearings on the execution of the work.
- ii.** WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited:

Defines, for the purposes of this provision, the terms set forth below:

- i.** "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- ii.** "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
- iii.** "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices incompetent for the Contract;

Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract; and

The party may be required to sign an Integrity Pact, if required; and WAPCOS Limited will have the right to require the bidders, or its suppliers, contractors and consultants to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.

The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- iii. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexure, Forms, Drawings if any, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- iv. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD and Tender Document Fees of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- v. The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited.
- vi. Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

3.0 EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit as mentioned in NIT shall be submitted online through NEFT/RTGS. The account details are as follows: **WAPCOS LIMITED, SBI, A/C No. 36241524637, IFSC: SBIN0009485.**

Note: The proof of online payment is to be attached with the Technical Proposal

The EMD of unsuccessful tenderer(s) except lowest three will be refunded after finalization of tender process. The Earnest Money deposit submitted by the successful tenderer shall be retained by WAPCOS Limited until the Performance Guarantee is submitted. The successful Tenderer shall accept the LOI within 15 days from receipt of the same, failing which the EMD shall be forfeited and the award of work may be liable to be cancelled.

If any tenderer withdraws or make any changes in his offer already submitted before the expiry of the above validity period or any extension thereof without the written consent of the company, the EMD amount will be forfeited for such act of the tendered. WAPCOS Limited reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful tenderer.

- (i) After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
- (ii) Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.
- (iii) EMD shall not carry any interest.

4.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid as well as costs associated for facilitating the evaluation. WAPCOS Limited shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5.0 LANGUAGE OF BID

The Bid and all related correspondence and documents relating to the Project shall be in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

6.0 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees (INR). Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of WAPCOS Limited. In case tenderer revokes, cancels, or varies his tender in any manner without the consent of WAPCOS Limited, within this period, his earnest money will be forfeited.

7.0 ANNEXURES

The Bidder should follow the guidelines as per “Section of Annexures” mentioned in tender document.

WAPCOS Limited reserves the right to reject any or all the bids or to cancel the Tender, without assigning any reason(s) whatsoever.

For and on behalf of WAPCOS LIMITED

(Sd/-)
General Manager (SEZ)
WAPCOS Limited

SECTION-III**SELECTION AND QUALIFYING CRITERIA****1.0 SITE VISIT**

Intending Bidder(s) have to visit site to inspect and examine the site and its surroundings, the nature of the ground and sub-soil etc. (so far as is practicable) at his own cost and satisfy themselves before submitting their bids as to, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder(s) shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder(s) shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder(s) implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

2.0 QUALIFYING CRITERIA: ONLINE TECHNICAL BIDSUBMISSION

The intending bidders must read the terms & conditions of tender documents carefully. He should only submit his Technical Bid if he considers himself eligible and he is in possession of all the documents required.

The Technical Bid shall be uploaded with coloured scanned copies of following documents.

Format of Check List

Sl. No.	Particular of Document	Yes	No	Page Nos.
a)	Original Authorization Letter to sign the Tender.			
b)	Scanned copy of EMD			
c)	Scanned copy of Tender Fee			
d)	Letter of Transmittal on bidder letter Head to submit Technical Bid (Form-A)			
e)	Yearly Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2021-22. (Form-B) . The Contractor should not have incurred any loss in more than 2 years in last five financial years. Attested by the independent Chartered Accountant.			
	Average annual financial turnover on construction works should be at least 50% of the estimated cost of work during the immediate last three consecutive financial years ending 2021-22. This should be duly audited by Chartered Accountant. The turnover, profit, net worth certificates must be certified by Statutory Auditor of the firm/company. Any such certificate must carry UDIN (Unique Document Identification Number).			

f)	<p>The bidder should have a Solvency of an Amount equal to 40% of the estimated cost (Form C). The solvency certificate should be from a Nationalized/ Scheduled bank and must have been issued after the date of publication of NIT & be addressed to the tendering authority quoting the name of the work.</p> <p>The solvency certificate should not be dated beyond the last date of submission of the bids. The solvency certificate must be sought in original and got confirmed from the issuing bank either in person or through official e-mail id of the issuing bank's branch. The certificate should carry the name, designation & power of attorney Number of the bank official.</p>			
g)	<p>The contractor should have satisfactorily completed the works as mentioned below during the last seven years ending previous day of last date of submission of tender. Details should be enclosed (Form D)</p>			
	<p>One similar* completed work costing not less than 80% of the estimated cost of work</p> <p style="text-align: center;">Or</p> <p>Two similar* completed works of order value each not less than 50% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>Three similar* completed works of order value each not less than 40% of the estimated cost of work</p>			
<p>*Similar work refers to AC Installation works at Industrial/Hospital Buildings” (Please submit copy of PO/Work order and completion certificate issued by the client).</p>				
<p>Note:</p> <ol style="list-style-type: none"> 1. Completion certificates and work orders with bill of quantities should be enclosed which clearly indicates the name and nature of work, value of work and time period. 2. TDS (26 AS) downloaded from the web matching with the experience certificate should be attached. 3. All the eligible similar works executed and submitted by the bidders may be inspected by a committee which may consist of client or any other authority as decided by NIT approving authority. 4. Experience certificate issued by the same management/ sister concern/ joint venture etc are not acceptable. 				
h)	<p>Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm/company. (Form-E)</p>			
i)	<p>Bidder should not be blacklisted/ debarred by any government/ semi government department/ PSU. Bidder should submit the declaration(Form-F) of not being ineligible for corrupt or fraudulent practices.</p>			
j)	<p>Letter of understanding the project site on bidder letter Head (Form-G).</p>			
k)	<p>‘No Deviation Certificate’ in prescribed format in Bidder’s Letter Head (Form-H).</p>			
l)	<p>Consent Letter to execute the Integrity Pact (Form-I).</p>			

m)	Undertaking (Form J)			
n)	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.			
o)	The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/ Partnership Company/ Limited company private or public or corporation. Joint Ventures are not accepted. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.			
p)	Copy of P.F, ESIC and PAN Number			
q)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be uploaded by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract.			

Escalation: All rates as per Estimated cost fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract. As manpower or other works which are not part of this BOQ shall be carried out as per the requirement of ESIC/WAPCOS Limited.

The bidder should have valid class contractor enlistment with Central/ State Government department for electrical works. (Please submit the proof of the same.)

Financial Bid or traces of information regarding financial bid should not be included in the Technical Bid. If found so, the bid shall be summarily rejected.

Technical Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder's technical submittal is found non - compliant with the requirement or work, it may be rejected. The Financial Bid will be opened only for the agencies whose technical bids are accepted by the competent authority.

3.0 OFFLINE SUBMISSIONS OF DOCUMENTS

The Bidder shall submit following Document offline also:

The **Earnest Money Deposit** and **Tender Fee** as mentioned in NIT shall be submitted online through NEFT/RTGS. The account details are as follows: **WAPCOS LIMITED, SBI, A/C No. 36241524637, IFSC: SBIN0009485.**

The proof of online payment towards EMD and Tender Fee is to be attached with the Technical Proposal in separate sealed envelopes clearly labeled as "EMD AND TENDER FEE" for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-

mail on Envelope. The soft copy of only Technical bid in pen drive has to be submitted along with the above documents.

NOTE: The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT on or before date & time mentioned in NIT otherwise bids will be rejected.

4.0 CONTENTS OF FINANCIAL BID

The Financial Bid should be uploaded separately before last date & time of submission mentioned in the tender document. The estimated cost mentioned in NIT is based on the rates of item of works in DSR plus Cost Index of Kollam and Non-DSR items on market rate. The quoted rate filled in Schedule of Quantities should include all associated costs with the project including any out of pocket / mobilization expenses, necessary lead or lift associated with and not specified, TDS, if any applicable as per Govt. terms, shall be paid by the Contractor.

Rates quoted in the price bid should be exclusive of GST.

The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor as per applicable legislation. The payment will be made for actual measurements certified by Engineer in Charge at the accepted rates in the price schedule/Bill of Quantities (BoQ).

5.0 OPENING OF FINANCIAL BID

After opening of technical bid, a list of short - listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified date & time. The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract.

6.0 AWARD CRITERIA

After closing of Technical & Financial Bid process, WAPCOS Ltd. will award, the contract to the bidder, whose tender has been determined to be substantially responsive, complete and in accordance with the tender document, and whose total evaluation price for the undertaking the project as detailed in the scope of work is the lowest. If the financial bids of lowest two bidders are equal, then the tender will be treated as cancelled and shall be re-tendered as per the WAPCOS rules.

For & on behalf of Tenderer
(Sd/-)
General Manager (SEZ)
WAPCOS Limited

SECTION- IV
GENERAL CONDITIONS TO CONTRACT

1.0 GENERAL RULES AND DIRECTIONS

General Rules & Directions	1.	The work proposed for execution by contract will be notified in a form of invitation to tender by publication in Newspapers and / or posted on website as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.
	2.	In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
	3.	Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
	4.	<p>Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.</p> <p>The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.</p> <p>In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.</p> <p>If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots and the lowest contractors those have quoted equal</p>

	<p>amount of their tenders.</p> <p>In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.</p> <p>In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.</p> <p>Contractor, whose earnest money is forfeited because of no submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.</p>
5.	The designated committee will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
6.	WAPCOS shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7.	The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
8.	The memorandum of work tendered for and the schedule of materials to be supplied by the WAPCOS and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9.	The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.
10.	In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken

		as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
	11.	In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
	12.	All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
	13.	<p>i. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 3% (Three Percent) of the contract amount within seven days of issue of the letter of intent depending on the magnitude and/or urgency of work. Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee, Demand Draft, and Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or Online payment in an acceptable form safeguarding the purchaser's interest in all respects. The EMD will be returned only after submission of Performance Guarantee.</p> <p>ii. The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 2.5% of the contract value of the work. Otherwise, the Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.</p>
	14.	On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

	<p>15. All the tax applicable in respect of this contract shall be payable by the Contractor and WAPCOS will not entertain any claim whatsoever in respect of the same. All billing by the Contractor should be in the name of “ WAPCOS limited, ESIC Kerala Project Office, H.No 32/428A, Kuriekkal House, Changampuzha Nagar P.O., Unichira Junction, Thrikakkara, Ernakulam – 682 033, Kerala” bearing the GSTIN:32AAACW0764A2ZX”. In this type of billing, GST will be applicable as per the GST slabs. The GST charged shall be reimbursed by WAPCOS Limited on submission of following documents (proof of GST paid and filing): 1) GSTR-1 2) GSTR-3 3) GST Challan.</p> <p>The bidder/contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between ESIC being Principal Employer/ Client and bidder/contractor. Thus the bidder/contractor unconditionally acknowledges that the payments under the present contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e. after 21 days subject to receipt of payment from ESIC being Principal Employer/Client. The bidder/contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from ESIC, then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to bidder/contractor. The contract (and the rights and obligations arising out of it) between WAPCOS and the bidder/contractor shall be independent of the contract/Agreement (and the rights and obligations arising out of it) between WAPCOS and ESIC and no contractual relation of any kind exist between ESIC and the Contractor by virtue of this NIT/bidding. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.</p>										
	<p>16. The contractor shall give a list of WAPCOS employees related to him.</p>										
	<p>17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.</p>										
	<p>18. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.</p>										
	<p>19. The Agency has to submit the following details of the work in hand</p>										
	<table border="1"> <thead> <tr> <th data-bbox="430 1711 568 1816">Name of Work</th> <th data-bbox="568 1711 885 1816">Name and particulars where work is being executed</th> <th data-bbox="885 1711 1088 1816">Value of work</th> <th data-bbox="1088 1711 1250 1816">Position of works in progress</th> <th data-bbox="1250 1711 1443 1816">Remarks</th> </tr> <tr> <th data-bbox="430 1816 568 1866">(1)</th> <th data-bbox="568 1816 885 1866">(2)</th> <th data-bbox="885 1816 1088 1866">(3)</th> <th data-bbox="1088 1816 1250 1866">(4)</th> <th data-bbox="1250 1816 1443 1866">(5)</th> </tr> </thead> </table>	Name of Work	Name and particulars where work is being executed	Value of work	Position of works in progress	Remarks	(1)	(2)	(3)	(4)	(5)
Name of Work	Name and particulars where work is being executed	Value of work	Position of works in progress	Remarks							
(1)	(2)	(3)	(4)	(5)							

	20.	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 WAPCOS may in his discretion, without prejudice to any other right or remedy available in law, 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.			

2.0 CONDITIONS OF CONTRACT

Definitions	1.	The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the WAPCOS 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 the Engineer-In Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
	2.	<p>In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-</p> <ol style="list-style-type: none"> i. “Client / Employer” shall mean WAPCOS Limited”, A Government of India undertaking- Ministry of Jal Shakti, on behalf of The Regional Director, ESIC Regional Office, PanchdeepBhavan, North Swaraj Round, Thrissur- 680 020 & include their successors & permitted assigns as well as their authorized officer/representatives. ii. The “COMPANY / WAPCOS” shall mean WAPCOS Limited. iii. 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. iv. 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. v. The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company. vi. The Engineer-in-charge means the Engineer Officer appointed by WAPCOS or his duly authorized representative who shall direct, supervise and be in charge of the work for the purpose of this Contract vii. Accepting Authority shall mean the authority mentioned in Special Conditions of Contract. viii. Tenderer / Bidder shall mean the firm/party who intends to participate in this Notice Inviting Tender

		<p>ix. 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 Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.</p> <p>x. Market Rate shall be the rate as decided by the Engineer-in Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus 15% all overheads and profits. The agency has to submit GST bills of materials along with analysis of rate.</p> <p>xi. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government (DSR 2016 for electrical and DSR 2018 for E&M) hereunder, with the amendments thereto issued up to the date of receipt of the tender.</p> <p>xii. District Specifications means the specifications followed by the State Government in the area where the work is to be executed.</p> <p>xiii. The Contractor/Successful Bidder shall mean the firm or agency whose bid has been accepted by WAPCOS.</p> <p>xiv. Consultant shall mean any consultant nominated by WAPCOS</p> <p>xv. Contract value means the value of the entire work as stipulated in the work order and agreement.</p> <p>xvi. Date of commencement of work: The date of commencement of work shall be the date of start within 7 days after award of work or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.</p>
Scope and Performance	3.	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.
	4.	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.
	5.	The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, (Not Applicable) and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
Works to be carried out	6.	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 Schedule of Quantities/ Building Components

		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 labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
Sufficiency of Tender	7.	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the (Not Applicable) Cost quoted in the Schedule of Quantities/ Building Components, 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.
Discrepancies and Adjustment of Errors	8.	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.
	8.1	In the case of discrepancy between the schedule of Quantities/Building Components, the Specifications and/ or the Drawings, the following order of preference shall be observed: - i. Description of Schedule of Quantities/ Components. ii. Particular Specification and Special Condition, if any. iii. Drawings if any. iv. MoRTH/CPWD Specifications if any. v. Indian Standard Specifications of B.I.S.
	8.2	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.
	8.3	Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom 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.
Signing of Contract	9.	The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign the contract consisting of:- i. The notice inviting tender, all the documents including drawings, if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. ii. Additional Conditions of Contract consisting of: a) Various standard clauses with corrections up to the date stipulated in Additional Conditions of Contract along with annexures thereto. b) Safety Code. c) Model Rules for the protection of health, sanitary arrangements for workers employed WAPCOS or its contractors. d) Contractor's Labour Regulations.

	<p>e) List of Acts and omissions for which fines can be imposed.</p> <p>iii. No payment for the work done will be made unless contract/ agreement is signed by the contractor.</p> <p>iv. The contract (and the rights and obligations arising out of it) between WAPCOS and the bidder/contractor shall be independent of the contract/Agreement (and the rights and obligations arising out of it) between WAPCOS and ESIC and no contractual relation of any kind exist between ESIC and the Contractor by virtue of this NIT/bidding. This condition should supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.</p>
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3.0 CLAUSES OF CONTRACT

CLAUSE 1: PERFORMANCE GUARANTEE

- i. **The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the contract amount** (Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee, Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or Online payment in an acceptable form safeguarding the purchaser's interest in all respects) 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 7 days period from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. However, in case last day of submission of PG happens to be a bank holiday the last day of submission shall be the next working day.
- ii. **The Performance Guarantee shall remain valid for a minimum period of sixty days beyond the date of completion of all contractual obligations.** In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.
- iii. The Performance Guarantee shall remain valid for a minimum valid of 60 days beyond the date of completion of all the contractual obligation. However, in case of contracts involving defect liability clause, then Performance Guarantee shall be retained as Security Deposit for the defect liability. The same shall be returned after the successful completion of defect liability period.
- iv. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which WAPCOS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b. Failure by the contractor to pay WAPCOS any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

- v. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full.

CLAUSE 1A: RECOVERY OF SECURITY DEPOSIT

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit WAPCOS at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the contract value of the work. This deduction shall be in addition to the 3% performance security submitted. Such deductions will be made and held by WAPCOS by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above, in addition to the performance guarantee in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the WAPCOS as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the WAPCOS to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by WAPCOS on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks endorsed in favour of WAPCOS LIMITED, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

The Security Deposit shall be released after successful completion of defect liability period.

CLAUSE 2: COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract completion date or extended date of completion, he shall, without prejudice to any other right or remedy available under the purview of the Contract on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority (whose decision in writing shall be final and binding) may decide on the amount of contract value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

If the contractor fails to maintain the required progress to complete the work and clear the site on or before the project completion period or extended date of completion, he shall pay or allow WAPCOS to deduct

penalty @ 0.5% of the total contract value per week of delay to be computed on per day basis. The total amount of such compensation for delay shall not exceed 10% of the contract value of work. This will also apply to items or group of items for which a separate period of completion has been specified.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the contract Value of work or of the contract Value 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 the WAPCOS. In case, the contractor does not achieve a particular milestone mentioned in Additional Conditions of Contract, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding 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.

CLAUSE 3: WHEN CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, 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 given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like 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 the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- 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 the Engineer-in-Charge.
- 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 the Engineer-in-Charge.
- v. If the contractor shall offer or give or agree to give to any person in WAPCOS service or to any other person on his 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 WAPCOS.
- vi. If the contractor shall enter into a contract with WAPCOS 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 the Engineer-in-Charge.

- vii. If the contractor had secured the contract with WAPCOS as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement. viii. 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 piece-work 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 the Engineer -in-Charge.

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

- a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge 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 the WAPCOS.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started within 15 days due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the WAPCOS

stating the failure on the part of WAPCOS. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

- | | | | |
|----|---|---|---------|
| a) | Contract value of work is up to Rs. 45 lac | - | 15 days |
| b) | If the Contract value of work is more than Rs. 45 lac and up to Rs. 2.5 Crore | - | 21 days |
| c) | If the Contract value of work exceeds Rs. 2.5 Crore | - | 30 days |

CLAUSE 4: CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 3

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, 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 the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge 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 the Engineer-in-Charge) 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 the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman 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, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5: TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works as mentioned in NIT or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence within 7 days 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, WAPCOS shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the WAPCOS. 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 the Engineer-in-Charge 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 Additional Conditions of Contract.

- (a) Project Management shall be done by using project management software for works costing more than Rs. 5 Crore.

- (b) The project management shall be done using M.S. Project software for works costing more than Rs. 5 Crore and up to Rs. 20 Crore.
- (c) For works costing more than Rs. 20 Crore, project management shall be done using Primavera Software.

PROGRAMME CHART

- (i) The Contractor shall prepare an integrated programme chart in MS Project/Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfilment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within ten days of award of the contract. A recovery of Rs. 2500/- (for works costing uptoRs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the above programme.
- (ii) The programme chart should include the following:
 - (a) Descriptive note explaining sequence of the various activities.
 - (b) Network (PERT / CPM / BAR CHART).
 - (c) Programme for procurement of materials by the contractor.

Programme of procurement of machinery / equipment's having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above, to achieve the progress of Work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within one month from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.

- (iii) If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer in Charge. A recovery of Rs. 2500/- (for works costing uptoRs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the modified programme.
- (iv) The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.
- (v) The contractor shall submit the progress report using MS Project/Primavera software with base line programme referred above for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing uptoRs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the monthly progress report.

5.2 If the work(s) be delayed by: -

- (i) force majeure, or

- (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 Engineer-in- Charge in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of WAPCOS to supply or
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by WAPCOS or
- (viii) any other cause which, in the absolute discretion of the Engineer-in-Charge 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 the authority as indicated in Additional Conditions of Contract but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in Additional Conditions of Contract. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the authority as indicated in Additional Conditions of Contract may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Additional Conditions of Contract in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/ rescheduling of the milestones by the authority as indicated in Additional Conditions of Contract and this shall be binding on the contractor.

CLAUSE 6: MEASUREMENTS OF WORK DONE

Engineer-in-Charge 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/Measurement Sheet and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer- in-Charge 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 the Engineer-in Charge or his representative, the Engineer-in-Charge and the WAPCOS 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 the Engineer-in-Charge 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 and recording levels.

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 seven days' notice to the Engineer-in-Charge or his 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 the Engineer-in-Charge 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 the Engineer-in-Charge'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.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the WAPCOS 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 completion of the defects liability period.

CLAUSE 6A: COMPUTERIZED MEASUREMENT BOOK

Engineer-in-Charge 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/Measurement Sheet having pages of A-4 size as per the format of the WAPCOS 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 the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for

resubmission to the Engineer-in- Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the WAPCOS a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and records.

The contractor shall also submit to the WAPCOS separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Engineer-In-Charge.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.

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 seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge 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 checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge'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.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the WAPCOS to check the measurements recorded by contractor 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 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.

CLAUSE 7: PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCE

It is clearly agreed and understood by the contractor that, notwithstanding anything to the contrary that may be stated in the agreement between WAPCOS and the contractor; the contractor shall become entitled to payment for the work subject to the condition that the Contractor complete the work strictly as per specifications and to the subjective satisfaction of ESIC. The contractor shall not be entitled to claim any compensation/interest from WAPCOS in instances where payment cannot be made to him by WAPCOS due to the above reason and it is reiterated here as in Section IV, 1.0 (15) that no contractual relation of any kind exist between ESIC and the Contractor by virtue of this NIT/bidding.

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 on the format of the WAPCOS in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross 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 Additional Conditions of Contract, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge 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, Engineer-in-Charge 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 the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge together with the account of the material issued by the WAPCOS, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be extended to fifteen working days.

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 the Engineer-in-Charge 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 the Engineer-in-Charge 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 the WAPCOS 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 the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Engineer-In-Charge to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

In case of composite tenders, running payment for the major component shall be made by Engineer-In-Charge of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

CLAUSE 8: COMPLETION CERTIFICATE AND COMPLETION PLANS

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge 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/their work people 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 the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge 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.

CLAUSE 8A: 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, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either WAPCOS or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

CLAUSE 8B: COMPLETION PLANS TO BE SUBMITTED BY THE CONTRACTOR

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable 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. 15,000 (Rs. Fifteen thousand only) as may be fixed shall be final and binding on the contractor. The contractor shall submit completion plan for water, sewerage and drainage line plan within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, the WAPCOS will get it done through other agency at his cost and actual expenses incurred plus Rs. 15,000/- for the same shall be recovered from the contractor.

CLAUSE 9: PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. 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 Engineer-in-Charge, will, as far as possible be made within the period specified here-in-under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Engineer, complete with account of materials issued by the WAPCOS and dismantled materials.

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|---|----------|
| a) Contract value of work is up to Rs. 45 lac: | 2 months |
| b) If the Contract value of work is more than Rs. 45 lac and up to Rs. 2.5 Crore: | 3 months |
| c) If the Contract value of work exceeds Rs. 2.5 Crore: | 6 months |

CLAUSE 9A: PAYMENT OF CONTRACTOR'S BILLS TO BANKS

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by WAPCOS or his signature on the bill or other claim preferred against WAPCOS before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, cooperative or thrift societies or recognized financial institutions any rights or equities vis-à-vis WAPCOS.

CLAUSE 10: MATERIALS SUPPLIED BY WAPCOS: Not Applicable

CLAUSE 10A: MATERIALS TO BE PROVIDED BY CONTRACTOR

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by WAPCOS.

The contractor shall, at his own expense and without delay, supply to the Engineer-in- Charge 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 the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge 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 the Engineer-in-Charge 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 the Engineer-in-Charge 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 analysed 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 the Engineer-in-Charge. 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 the Engineer-in-Charge 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 the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in- Charge 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.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge 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. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge 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 site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Additional Conditions of Contract.

CLAUSE 10B:

(i) SECURED ADVANCE ON NON-PERISHABLE MATERIALS

The contractor, on signing an indenture in the form to be specified by the Engineer-in Charge, shall be entitled to be paid during the progress of the execution of the work up to 60% of the assessed value of any

materials excluding taxes which are in the opinion of the Engineer-in Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract. Statutory Taxes like income tax etc. will be deducted from secured advance payment.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer- in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

(ii) MOBILISATION ADVANCE:Not applicable

(iii) PLANT MACHINERY & SHUTTERING MATERIAL ADVANCE:Not applicable

(iv) INTEREST & RECOVERY:Not Applicable

CLAUSE 10C: PAYMENT ON ACCOUNT OF INCREASE IN PRICE / WAGES DUE TO STATUTORY ORDER:Not Applicable

CLAUSE 10CA: PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER:Not Applicable

CLAUSE 10CC: PAYMENT DUE TO INCREASE/DECREASE IN PRICES/WAGES (EXCLUDING MATERIALS COVERED UNDER CLAUSE 10 CA) AFTER RECEIPT OF TENDER FOR WORKS:Not Applicable

CLAUSE 10D: DISMANTLED MATERIAL WAPCOS PROPERTY

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

CLAUSE 11: WORKS 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, BSI standards and codes, Indian electricity rule 1956, Indian electricity act 2003 and fire safety regulation pertaining to electric applications. The specification with up to date correction on the last date of submission of tender for work. In case specification of any item is not clear, MoRTH Specification, CPWD specification, Indian standard (IS) IRC (Indian Road Congress) specification, NBPDC specification with up to date correction slips issued on last date of submission of tender of work is applicable.

The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications specified in Additional Conditions of Contract or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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.

At least to 10% of prescribed Tests as per Central Public Works Department Manual/IS Codes of construction materials shall be carried out from the outside approved/NABL recognized Laboratory as may be approved by WAPCOS without any extra expenditure to WAPCOS.

The Contractor shall establish a field test laboratory on the site with latest equipment's for carrying out field tests of construction materials and will maintain proper records of all the test results.

CLAUSE 12: DEVIATIONS / VARIATIONS EXTENT AND PRICING

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

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract 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 Contract value plus
- ii. 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2(a) Deviations, Extra Items and Pricing

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper rate analysis, for the work and the engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by rate 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. Agency has to submit the GST bill of the material as evident of market rate.

12.2(b) Deviations, Substituted Items and Pricing.

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following 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).

Agency has to submit the GST bill of the material as evident of market rate.

12.2(c) Deviations, Deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Additional Conditions of Contract, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit 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. Agency has to submit the GST bill of the material as evident of market rate.

- 12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Additional Conditions of Contract, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
- 12.4 The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Engineer-in-Charge may authorize consideration of such claims on merits.
- 12.5 For the purpose of operation of 'Additional Condition of Contract', the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:
 - i. For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
 - ii. For abutments, piers and well steining: All works up to 1.2 m above the bed level.
 - iii. For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures: All works up to 1.2 metres above the ground level.
 - iv. For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 metres above the ground level.
 - v. For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.

vi. For Roads, all items of excavation and filling including treatment of sub base.

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

CLAUSE 13: FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender, Engineer-in-charge 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, the Engineer-in-Charge 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.

CLAUSE 14: CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to WAPCOS, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by WAPCOS because of action under this clause shall not exceed 10% of the Contract value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of

plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the WAPCOS are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by WAPCOS in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by WAPCOS as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to WAPCOS in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 15: SUSPENSION OF WORK

- (i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (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 the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done 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 the Engineer-in-Charge.
- (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 the Engineer-in-Charge 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 the Engineer-in Charge 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 the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in subpara (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge 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 WAPCOS or where it affects whole of the works, as an abandonment of the works by WAPCOS, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by WAPCOS, 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 the Engineer-in-Charge 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 the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 15A: COMPENSATION IN CASE DELAY OF SUPPLY OF MATERIAL

The contractor shall not be entitled to claim any compensation from WAPCOS for the loss suffered by him on account of delay by WAPCOS in the supply of materials in Additional Conditions of Contract where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the WAPCOS. This clause 15 A will not be applicable for works where no material is stipulated.

CLAUSE 16: 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 the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the WAPCOS or any organization engaged by the WAPCOS for Quality Assurance and of the Chief Technical Examiner's Office, 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 to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the WAPCOS for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskilful 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 twelve months (six months in the case of work costing Rs. 10 Lacs and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of 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 failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Additional Conditions of Contract 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 the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17: CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building 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 twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge 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 the Engineer-in-Charge 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 security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

The defects liability period will be two years from the date of completion of development and construction works. During this period the Contractor will get the defects rectified without any cost to WAPCOS/ESIC. The Contractor is expected to rectify any defects found in the Works due to defective construction practice or poor quality of work and/or material, for a period of up to 2 years after the completion of work or a period mentioned elsewhere in this contract whichever is higher.

CLAUSE 18: CONTRACTOR SUPPLY TOOLS & PLANTS ETC.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in Additional Conditions of Contract. 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 the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and 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 the Engineer-in-Charge 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 portion thereof.

CLAUSE 18A: 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, WAPCOS is obliged to pay compensation to a workman employed by the contractor, in execution of the works, WAPCOS will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the WAPCOS under subsection (2) of Section 12, of the said Act, WAPCOS 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 WAPCOS to the contractor whether under this contract or otherwise. WAPCOS shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to WAPCOS full security for all costs for which WAPCOS might become liable in consequence of contesting such claim.

CLAUSE 18B: ENSURING PAYMENT AND AMENITIES TO WORKERS, IF CONTRACTOR FAILS

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, WAPCOS is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, WAPCOS will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the WAPCOS under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, WAPCOS 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 WAPCOS to the contractor whether under this contract or otherwise WAPCOS shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the WAPCOS full security for all costs for which WAPCOS might become liable in contesting such claim.

CLAUSE 19: LABOUR LAWS TO BE COMPLIED BY CONTRACTOR

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A:

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

CLAUSE 19B: PAYMENT OF WAGES

- a. The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or 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.
- b. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- c. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by WAPCOS from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or 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.
- d. (i) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(ii) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162) MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- e. The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

- f. The contractor shall indemnify and keep indemnified WAPCOS against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his subcontractors.
- g. 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.
- h. 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 without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- i. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C:

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19D:

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: -

- (1) the number of labourers employed by him on the work,
- (2) their working yours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to WAPCOS, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer-In-Charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

CLAUSE 19E:

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 the WAPCOS and its contractors.

CLAUSE 19F:

Leave and pay during leave shall be regulated as follows: -

- 1. Leave:

- (i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
 - (ii) In the case of miscarriage - up to 3 weeks from the date of miscarriage.
2. Pay:
 - (i) In the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
 - (ii) In the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form and the same shall be kept at the place of work.

CLAUSE 19G:

In the event of the contractor(s) committing a default or breach of any of the provisions of the WAPCOS, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to

approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H:

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

- (i) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
 - a. The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
 - b. The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
 - c. The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sundried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
 - a. The contractor(s) shall provide each hut with proper ventilation.
 - b. All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - c. There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed
- (iii) Water Supply- The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions 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 may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- (iv) The site selected for the camp shall be high ground, removed from jungle.
- (v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such

Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

- (vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19I:

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service Centre, to apprise the residents about the same.

CLAUSE 19J:

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings 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 Contract value of work may be imposed by the WAPCOS whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

CLAUSE 19K: 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 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 Engineer in charge 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 Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge 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 Engineer in Charge 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.

CLAUSE 20: MINIMUM WAGES ACT TO BE COMPLIED WITH

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 thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21: WORK NOT TO BE SUBLET. ACTION IN CASE OF INSOLVENCY

The contract shall not be assigned or sublet without the written approval of the Engineer-in Charge. 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 public officer or person in the employ of WAPCOS in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the WAPCOS shall have power to adopt the course specified in Clause 3 hereof in the interest of WAPCOS and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22:

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

CLAUSE 23: CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-inCharge 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 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24:

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

CLAUSE 25: SETTLEMENT OF DISPUTES & ARBITRATION

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting (s), wherein minutes of the said

- meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b) In the event the parties are unable to reach on any settlement in the said meeting (s), then the aggrieved party shall mandatory resort to Pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
 - c) It is only upon failure of the Pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
 - d) Subject to the parties agreeing otherwise, the arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
 - e) It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/Sub-Consultant/Sub-Contractor and the Principal Employer/Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/Agreement/Work Order/Arrangement between Principal Employer/Client & WAPCOS, Principal, Employer/Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
 - f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English Language and any awards shall be rendered in English. The Procedural Law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
 - g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws.

CLAUSE 26: CONTRACTOR INDEMNIFY WAPCOS AGAINST PATENT RIGHTS

The contractor shall fully indemnify and keep indemnified the WAPCOS 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 WAPCOS 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 therefrom, provided that the contractor shall not be liable to indemnify the WAPCOS if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27: LUMP SUM PROVISIONS IN TENDER: Not applicable

CLAUSE 28: 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 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District 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 the Engineer-in-Charge.

CLAUSE 29: WITHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR

a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the WAPCOS 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, the Engineer-in-Charge or the WAPCOS 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, the Engineer-in-Charge or the WAPCOS 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 with the Engineer-in-Charge of the WAPCOS or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

b) 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 the Engineer-in-Charge or WAPCOS will be kept withheld or retained as such by the Engineer-in-Charge or WAPCOS till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) 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, the Engineer-in-Charge or the WAPCOS 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.

c) WAPCOS 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 WAPCOS 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, the amount of such under payment shall be duly paid by WAPCOS to the contractor, without any interest thereon whatsoever.

Provided that the Government 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 the WAPCOS on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by WAPCOS.

CLAUSE 29A: 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 the Engineer-in-Charge or the WAPCOS or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or WAPCOS or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the WAPCOS or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the WAPCOS will be kept withheld or retained as such by the Engineer-in-Charge or the WAPCOS or till his 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.

CLAUSE 30: EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR NOT PERMISSIBLE: Not applicable

CLAUSE 31: UNFILTERED WATER SUPPLY

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

CLAUSE 31A: WATER SUPPLY, IF AVAILABLE: Not applicable

CLAUSE 32: ALTERNATE WATER ARRANGEMENTS: Not applicable

CLAUSE 33: RETURN OF SURPLUS MATERIALS: Not applicable

CLAUSE 34: HIRE OF PLANT & MACHINERY: Not applicable

CLAUSE 35: CONDITION RELATING TO USE OF ASPHALTIC MATERIALS

- (i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser

- use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to WAPCOS, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.
- (iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36: EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES

Contractors 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 fulfilling 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 the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Additional Conditions of Contract. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his 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 the tender accepting authority 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 Engineer-in-charge 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 the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected

from the contractor as specified in Additional Conditions of Contract and the decision of the Engineer-In-Charge 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 technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- (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.

The Engineer-in-Charge 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 the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 37: LEVY / TAXES PAYABLE BY CONTRACTOR

- (i) Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and WAPCOS 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. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the WAPCOS and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the WAPCOS and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor

CLAUSE 38: CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS

- (i) All tendered rates shall be inclusive of all taxes and levies including Goods & Service Tax payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the WAPCOS 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 the WAPCOS and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.

- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39: TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-In-Charge on behalf of the WAPCOS shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40: IF RELATIVE WORKING IN WAPCOS THEN THE CONTRACTOR NOT ALLOWED TO TENDER

The contractor shall not be permitted to tender for works in the WAPCOS responsible for award and execution of contracts in which his near relative is posted in WAPCOS. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the WAPCOS. Any breach of this condition by the contractor would render him liable to be debarred from tendering in WAPCOS any breach of this condition.

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 41: NO GAZETTED ENGINEER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.

CLAUSE 42: RETURN OF MATERIALS & RECOVERY FOR MATERIAL ISSUED

Not applicable

CLAUSE 43: COMPENSATION DURING WARLIKE SITUATION

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 the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge 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 the works ordered by the Engineer-in-Charge, 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 the Engineer-In Charge up to Rs. 5,000/-

and by the WAPCOS for a higher amount. 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 the Engineer-in-Charge 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 the Engineer-in-Charge (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 the Engineer-In-Charge.

CLAUSE 44: 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 the WAPCOS 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.

CLAUSE 45: RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE

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

CLAUSE 46: INSURANCE

1. Requirements

Before commencing execution of works, unless stated otherwise in the Additional Conditions

of Contract, it shall be obligatory for the contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- a) Contractor's all risk and Third Party Cover.
- b) Liability under the workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970.
- c) Accidents to staff, Engineers, Supervisors and others who are not governed by workmen's compensation Act.
- d) Damage to material, machinery and works due to fire theft etc.
- e) Any other risk to be covered by insurance as may be specified by the employer in the Additional Conditions of Contract.

2. Policy in Joint Names of Contractor and Employer

The policy referred to under sub-clause 46(1) above shall be obtained in the joint names of the contractor and the employer and shall inter-alia provide coverage against the following, arising out of or in connection with execution of works, their maintenance and performance of the contract.

- a) Loss of life or injury involving public, employee of the contractor, or that of employer and Engineer, labour etc.
- b) Injury, loss or damage to the works or property belonging to public, government bodies, local authorities, utility organizations, contractors, employer or others.

3. Currency of Policy

The policies shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period. The contractor shall, whenever called upon, produce to the engineer or his representative the various insurance policies obtained by him as also the rates of premia and the premia paid by him to ensure that the policies indeed continue to be in force. If the contractor fails to effect or keep in force or provide adequate cover in the insurance policies mentioned in the sub clause 46(1) or any other insurance he might be required to effect under the contract, then in such cases, the employer may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the contractor or from the contractor's performance security.

CLAUSE 47: CONDITIONS SPECIFIC TO GREEN BUILDINGS PRACTICES CLAUSE

The contractor shall strictly adhere to the following conditions as part of his contractual obligations:

1. SITE

1.1 The contractor shall ensure that adequate measures are taken for the prevention of erosion of the top soil during the construction phase. The contractor shall implement the Erosion and Sedimentation Control Plan (ESCP) provided to him by the Engineer-in-charge as part of the larger Construction Management Plan (CMP). The contractor shall obtain the Erosion and Sedimentation Control Plan (ESCP) Guidelines from the Engineer-in-charge and then prepare "working plan" for the following month's activities as a CAD drawing showing the construction management, staging & ESCP. At no time soil should be allowed to erode away from the site and sediments should be trapped where necessary.

1.2 The contractor shall ensure that all the top soil excavated during construction works is neatly stacked and is not mixed with other excavated earth. The contractors shall take the clearance of the architects / Engineer-in-charge before any excavation. Top soil should be stripped to a depth of 20 cm (centimetres) from the areas to be disturbed, for example proposed area for buildings, roads, paved areas, external services and area required for construction activities etc. It shall be stockpiled to a maximum height of 40 cm in designated areas, covered or stabilised with temporary seeding for erosion prevention and shall be reapplied to site during plantation of the proposed vegetation. Top soil shall be separated from subsoil, debris and stones larger than 50 mm (millimetre) diameter. The stored top soil may be used as finished grade for planting areas.

1.3 The contractor shall carry out the recommendations of the soil test report for improving the soil under the guidance of the Engineer-in-charge who would also advise on the timing of application of fertilizers and warn about excessive nutrient levels.

1.4 The contractor shall carry out post-construction placement of topsoil or other suitable plant material over disturbed lands to provide suitable soil medium for vegetative growth. Prior to spreading the topsoil,

the sub-grade shall be loosened to a depth of 50mm to permit bonding. Topsoil shall be spread uniformly at a minimum compacted depth of 50mm on grade 1:3 or steeper slopes, a minimum depth of 100mm on shallower slopes. A depth of 300mm is preferred on relatively flatter land.

1.5The Contractor should follow the construction plan as proposed by the Engineer-in-charge to minimize the site disturbance such as soil pollution due to spilling. Use staging and spill prevention and control plan to restrict the spilling of the contaminating material on site. Protect top soil from erosion by collection storage and reapplication of top soil, constructing sediment basin, contour trenching, mulching etc.

1.6No excavated earth shall be removed from the campus unless suggested otherwise by Engineer-in-charge. All subsoil shall be reused in backfilling/landscape, etc as per the instructions of the Engineer-in-charge

1.7The contractor shall not change the natural gradient of the ground unless specifically instructed by the architect's / landscape consultant. This shall cover all natural features like water bodies, drainage gullies, slopes, mounds, depressions, rocky outcrops, etc. Existing drainage patterns through or into any preservation area shall not be modified unless specifically directed by the Engineer-in-charge.

1.8The contractor shall not carry out any work which results in the blockage of natural drainage.

1.9The contractor shall ensure that existing grades of soil shall be maintained around existing vegetation and lowering or raising the levels around the vegetation is not allowed unless specifically directed by the Engineer-in-charge

1.10Contractor shall reduce pollution and land development impacts from automobiles use during construction.

1.11Overloading of trucks is unlawful and creates and erosion and sedimentation problems, especially when loose materials like stone dust, excavated earth, sand etc. are moved. Proper covering must take place. No overloading shall be permitted.

2.CONSTRUCTION PHASE AND WORKER FACILITIES

2.1The contractor shall specify and limit construction activity in pre-planned/ designated areas and shall start construction work after securing the approval for the same from the Engineer-in-charge. This shall include areas of construction, storage of materials, and material and personnel movement.

2.2Preserve and Protect Landscape during Construction:

a) The contractor shall ensure that no trees, existing or otherwise, shall be harmed and damage to roots should be prevented during trenching, placing backfill, driving or parking heavy equipment, dumping of trash, oil, paint, and other materials detrimental to plant health. These activities should be restricted to the areas outside of the canopy of the tree, or, from a safe distance from the tree/plant by means of barricading. Trees will not be used for support; their trunks shall not be damaged by cutting and carving or by nailing posters, advertisements or other material. Lighting of fires or carrying out heat or gas emitting construction activity within the ground, covered by canopy of the tree is not to be permitted.

b) The contractor shall take steps to protect trees or saplings identified for preservation within the construction site using tree guards of approved specification.

c) The contractor shall conserve existing natural areas and restore damaged areas to provide habitat and promote biodiversity. Contractor should limit all construction activity within the

specified area as per the Construction Management Plan (CMP) proposed by the Engineer-in-charge. All the existing trees should be preserved, if not possible than compensate the loss by re-planting trees in the proportion of 1:3.

d) The contractor shall avoid cut and fill in the root zones, through delineating and fencing the drip line (the spread limit of a canopy projected on the ground) of all the trees or group of trees. Separate the zones of movement of heavy equipment, parking, or excessive foot traffic from the fenced plant protection zones.

e) The contractor shall ensure that maintenance activities shall be performed as needed to ensure that the vegetation remains healthy. The preserved vegetated area shall be inspected by the Engineer-in-charge at regular intervals so that they remain undisturbed. The date of inspection, type of maintenance or restorative action followed shall be recorded in the logbook.

2.3 Contractor shall be required to develop and implement a waste management plan, quantifying material diversion goals. He shall establish goals for diversion from disposal in landfills and incinerators and adopt a construction waste management plan to achieve these goals. A project-wide policy of “Nothing leaves the Site” should be followed. In such a case when strictly followed, care would automatically be taken in ordering and timing of materials such that excess doesn’t become “waste”. The Contractor’s ingenuity is especially called towards meeting this prerequisite/ credit (GRIHA). Consider recycling cardboard, metal, brick, acoustical tile, concrete, plastic, clean wood, glass, gypsum wallboard, carpet and insulation. Designate a specific area(s) on the construction site for segregated or commingled collection of recyclable material, and track recycling efforts throughout the construction process. Identify construction haulers and recyclers to handle the designated materials. Note that diversion may include donation of materials to charitable organizations and salvage of materials on-site.

2.4 Contractor shall collect all construction waste generated on site. Segregate these wastes based on their utility and examine means of sending such waste to manufacturing units which use them as raw material or other site which require it for specific purpose. Typical construction debris could be broken bricks, steel bars, broken tiles, spilled concrete and mortar etc.

2.5 The contractor shall provide clean drinking water for all workers.

2.6 The contractor shall provide the minimum level of sanitation and safety facilities for the workers at site. The contractor shall ensure cleanliness of workplace with regard to the disposal of waste and effluent; provide clean drinking water and latrines and urinals as per applicable standard. Adequate toilet facilities shall be provided for the workman within easy access of their place of work. The total no. to be provided shall not be less than 1 per 30 employs in any one shift. Toilet facilities shall be provided from the start of building operations, connection to a sewer shall be made as soon as practicable. Every toilet shall be so constructed that the occupant is sheltered from view and protected from the weather and falling objects. Toilet facilities shall be maintained in a sanitary condition. A sufficient quantity of disinfectant shall be provided. Natural or artificial illumination shall be provided.

2.7 The contractor shall ensure that air pollution due to dust/generators is kept to a minimum, preventing any adverse effects on the workers and other people in and around the site. The contractor shall ensure proper screening, covering stockpiles, covering brick and loads of dusty materials, wheel-washing facility, gravel pit, and water spraying. Contractor shall ensure the following activities to prevent air pollution during construction:

- a) Clear vegetation only from areas where work will start right away
- b) Vegetate / mulch areas where vehicles do not ply.

- c) Apply gravel / landscaping rock to the areas where mulching / paving is impractical
- d) Identify roads on-site that would be used for vehicular traffic. Upgrade vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral types that make up the surface & base. Add surface gravel to reduce source of dust emission. Limit amount of fine particles (smaller than 0.075mm) to 10 – 20%)
- e) Water spray, through a simple hose for small projects, to keep dust under control. Fine mists should be used to control fine particulate. However, this should be done with care so as not to waste water. Heavy watering can also create mud, which when tracked onto paved public roadways, must be promptly removed. Also, there must be an adequate supply of clean water nearby to ensure that spray nozzles don't get plugged. Water spraying can be done on:
 - i)Any dusty materials before transferring, loading and unloading
 - ii)Area where demolition work is being carried out
 - iii)Any un-paved main haul road
 - iv)Areas where excavation or earth moving activities are to be carried out. The contractor shall ensure that the speed of vehicles within the site is limited to 10 km/hr.
- f) All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust / particulate emissions.
- g) Spills of dirt or dusty materials will be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent of seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean-up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained / cleaned up immediately before they can infiltrate into the soil / ground or runoff in nearby areas
- h) Provide hoardings of not less than 3m high along the site boundary, next to a road or other public area
- i) Provide dust screens, sheeting or netting to scaffold along the perimeter of the building
Cover stockpiles of dusty material with impervious sheeting
- j) Cover dusty load on vehicles by impervious sheeting before they leave the site

2.8 Contractor shall be required to provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling including (at a minimum) paper, corrugated cardboard, glass, plastics, and metals. He shall coordinate the size and functionality of the recycling areas with the anticipated collections services for glass, plastic, office paper, newspaper, cardboard, and organic wastes to maximize the effectiveness of the dedicated areas. Consider employing cardboard balers, aluminium can crushers, recycling chutes, and collection bins at individual workstations to further enhance the recycling program.

2.9 The contractor shall ensure that no construction leach ate (Ex: cement slurry), is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard against this including, reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant-laden water directly to the treatment device or facility (municipal sewer line).

2.10 Staging (dividing a construction area into two or more areas to minimize the area of soil that will be exposed at any given time) should be done to separate undisturbed land from land disturbed by construction activity and material storage.

2.11 The contractor shall Comply with the safety procedures, norms and guidelines (as applicable) as outlined in the document Part 7 _Constructional practices and safety, 2016, National Building code of India, Bureau of Indian Standards. A copy of all pertinent regulations and notices concerning accidents, injury and first-aid shall be prominently exhibited at the work site. Depending upon the scope & nature of work, a person qualified in first-aid shall be available at work site to render and direct first-aid to casualties. A telephone may be provided to first-aid assistant with telephone numbers of the hospitals displayed. Complete reports of all accidents and action taken thereon shall be forwarded to the competent authorities.

2.12 The contractor shall ensure the following activities for construction workers safety, among other measures:

- a) Guarding all parts of dangerous machinery.
- b) Precautionary signs for working on machinery
- c) Maintaining hoists and lifts, lifting machines, chains, ropes, and other lifting tackles in good condition.
- d) Durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
- e) Ensuring that walking surfaces or boards at height are of sound construction and are provided with safety rails or belts.
- f) Provide protective equipment; helmets etc.
- g) Provide measures to prevent fires. Fire extinguishers and buckets of sand to be provided in the fire-prone area and elsewhere.
- h) Provide sufficient and suitable light for working during night time.

2.13 Adopt additional best practices, prescribed norms in construction industry.

2.14 The storage of material shall be as per standard good practices as specified in Part 7, Section 2 – Storage, Stacking and Handling practices, NBC 2016 and shall be to the satisfaction of the Engineer-in-charge to ensure minimum wastage and to prevent any misuse, damage, inconvenience or accident. Watch and ward of the Contractor's materials shall be his own responsibility. There should be a proper planning of the layout for stacking and storage of different materials, components and equipment with proper access and proper manoeuvrability of the vehicles carrying the materials. While planning the layout, the requirements of various materials, components and equipment at different stages of construction shall be considered. The Owner shall not take any responsibility on any account.

2.15 The contractor shall provide for adequate number of garbage bins around the construction site and the workers facilities and will be responsible for the proper utilisation of these bins for any solid waste generated during the construction. The contractor shall ensure that the site and the workers facilities are kept litter free. Separate bins should be provided for plastic, glass, metal, biological and paper waste and labelled in both Hindi and English.

2.16 The contractor shall prepare and submit 'Spill prevention and control plans' before the start of construction, clearly stating measures to stop the source of the spill, to contain the spill, to dispose the contaminated material and hazardous wastes, and stating designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.

2.17 Contractor shall collect the relevant material certificates for materials with high recycled (both post-industrial and post-consumer) content, including materials for structural use like TMT steel rolled with high percentage of recycled steel, and RMC mix with fly-ash etc.

2.18 Contractor shall collect the relevant material certificates for rapidly renewable materials such as bamboo, wool, cotton insulation, agrifiber, linoleum, wheat board, strawboard and cork.

2.19 Contractor shall adopt an IAQ (Indoor Air Quality) management plan to protect the system during construction, control pollutant sources, and interrupt pathways for contamination. He shall sequence installation of materials to avoid contamination of absorptive materials such as insulation, carpeting, ceiling tile, and gypsum wallboard. He shall also protect stored on-site or installed absorptive materials from moisture damage.

2.20 The contractor shall ensure that a flush out of all internal spaces is conducted prior to handover. This shall comprise an opening of all doors and windows for 14 days to vent out any toxic fumes due to paints, varnishes, polishes, etc.

2.21 Contractor shall make efforts to reduce the quantity of indoor air contaminants that are odorous or potentially irritating harmful to the comfort and well-being of installer and building occupants. Contractor shall ensure that the VOC (Volatile Organic Compounds) content of paints, coatings and primers used must not exceed the VOC content limits mentioned below:

Paints

Non-flat - 150 g/L

Flat (Mat) - 50 g/L

Anti-corrosive/ anti rust - 250 g/L

Coatings

Clear wood finishes

Varnish - 350 g/L

Lacquer - 550 g/L

Floor coatings - 100 g/L

Stains - 250 g/L

Sealers

Waterproofing sealer - 250 g/L

Sanding sealer - 275 g/L

Other sealers - 200 g/L

The VOC (Volatile Organic Compounds) content of adhesives and sealants used must be less than VOC content limits mentioned:

Architectural Applications VOC Limit (g/l less water)

Indoor Carpet adhesives - 50

Carpet Pad Adhesives - 50

Wood Flooring Adhesive - 100

Rubber Floor Adhesives - 60

Sub Floor Adhesives - 50

Ceramic Tile Adhesives - 65

VCT and Asphalt Tile adhesives - 50

Dry Wall and Panel Adhesives - 50

Structural Glazing Adhesives - 100

Multipurpose Construction Adhesives - 70

Substrate Specific Application VOC Limit (g/l less water)

Metal to Metal - 30

Plastic Foams - 50

Porous material (except wood) - 50

Wood - 30

Fiber Glass – 80

2.22 Wherever required, Contractor shall meet and carry out documentation of all activities on site, supplementation of information, and submittals in accordance with GRIHA program standards and guidelines. Towards meeting the aforementioned building environmental rating standard(s) expert assistance shall be provided to him up on request.

2.23 Water Use during Construction: Contractor should spray curing water on concrete structure and shall not allow free flow of water. After liberal curing on the first day, all the verticals surfaces of concrete structures should be painted with curing chemical to save water nothing extra shall be paid. Concrete structures should be kept covered with thick cloth/gunny bags and water should be sprayed on them. Contractor shall do water ponding on all sunken slabs using cement and sand mortar.

2.24 The Contractor shall remove from site all rubbish and debris generated by the Works and keep Works clean and tidy throughout the Contract Period. All the serviceable and non-serviceable (malba) material shall be segregated and stored separately. The malba obtained during construction shall be collected in well-formed heaps at properly selected places, keeping in a view safe condition for workmen in the area. Materials which are likely to cause dust nuisance or undue environmental pollution in any other way, shall be removed from the site at the earliest and till then they shall be suitably covered. Glass & steel should be dumped or buried separately to prevent injury. The work of removal of debris should be carried out during day. In case of poor visibility artificial light may be provided.

2.25 DOCUMENTATION

- a) The contractor shall, during the entire tenure of the construction phase, submit the following records to the Engineer-in-charge on a monthly basis:
 - i) Water consumption in litres
 - ii) Electricity consumption in 'kwh' units
 - iii) Diesel consumption in litres
 - iv) Quantum of waste generated at site and the segregated waste types divided into inert, chemical and hazardous wastes.
 - v) Digital photo documentation to demonstrate compliance of safety guidelines as specified here.
- b) The contractor shall, during the entire tenure of the construction phase, submit the following records to the Engineer-in-charge on a weekly basis:
 - i) Quantities of material brought into the site, including the material issued to the contractor by the client.
 - ii) Quantities of construction debris (if at all) taken out of the site
 - iii) Digital photographs of the works at site, the worker's facilities, the waste and other material storage yards, pre-fabrication and block making works, etc as guided by the Engineer-in-charge.
- c) The contractor shall submit one document after construction of the buildings, a brief description along with photographic records to show that other areas have not been disrupted during

- construction. The document should also include brief explanation and photographic records to show erosion and sedimentation control measures adopted. (Document CAD drawing showing site plan details of existing vegetation, existing buildings, existing slopes and site drainage pattern, staging and spill prevention measures, erosion and sedimentation control measures and measures adopted for top soil preservation during construction.
- d) The contractor shall submit to the Engineer-in-charge after construction of the buildings, a detailed as built quantification of the following: (i) Total materials used, ii) Total top soil stacked and total reused iii) Total earth excavated, iv) Total waste generated, v) Total waste reused, vi) Total water used, vii) Total electricity, and viii) Total diesel consumed.
 - e) The contractor shall submit to the Engineer-in-charge, before the start of construction, a site plan along with a narrative to demarcate areas on site from which top soil has to be gathered, designate area where it will be stored, measures adopted for top soil preservation and indicate areas where it will be reapplied after construction is complete.
 - f) The contractor shall submit to the Engineer-in-charge, a detailed narrative (not more than 250 words) on provision for safe drinking water and sanitation facility for construction workers and site personnel.
 - g) The contractor shall, at the end of construction of the buildings, submit to the Engineer-in-charge, submit following information, for all material brought to site for construction purposes, including manufacturer's certifications, verifying information, and test data, where Specifications sections require data relating to environmental issues including but not limited to:
 - i) Source of products: Supplier details and location of the supplier and brand name.
 - ii) Project Recyclability: Submit information to assist Owner and Contractor in recycling materials involved in shipping, handling, and delivery, and for temporary materials necessary for installation of products.
 - iii) Recycled Content: Submit information regarding product post-industrial recycled and post-consumer recycled content. Use the "Recycled Content Certification Form", to be provided by the Commissioning Authority appointed for the Project.
 - iv) Product Recyclability: Submit information regarding product and product's component's recyclability including potential sources accepting recyclable materials.
 - v) Clean tech: Provide pollution clearance certificates from all manufacturers of materials
 - vi) Indoor Air quality and Environmental Issues: Submit following certificates:
 - a. Certifications from manufacturers of Low VOC paints, adhesives, sealant and polishes used at this particular project site.
 - b. Certification from manufacturers of composite wood products/agro fibre products on the absence of added urea formaldehyde resin in the products supplied to them to this particular site.
 - c. Submit environmental and pollution clearance certificates for all diesel generators installed as part of this project.
 - h) Provide total support to the Engineer-in-charge appointed by the owner in completing all Green Building Rating related formalities, including signing of forms, providing signed letters in the contractor's letterhead.

2.26 EQUIPMENT

- a) To ensure energy efficiency during and post construction all pumps, motors and engines used during construction or installed, shall be subject to approval and as per the specifications of the architects.
- b) All lighting installed by the contractor around the site and at the labour quarters during construction shall be CFL/LED bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed.

The contractor is expected to go through all other conditions of the GRIHA rating stipulations, which can be provided to him by the architects. Failure to adhere to any of the above mentioned items, without necessary clearances from the architects and the Engineer-in-charge, shall be deemed as a violation of contract and the contractor shall be held liable for penalty as determined by the architects.

CLAUSE 48: PAYMENT**1. Payment Schedule**

The Payment Schedule includes a schedule setting out each Milestone Event to be achieved in a month for the Works.

2. Contractor's Application for Payment

From the date of issue of the Notice to Proceed, on the 5th (fifth) Business Day of any month, the Contractor may submit a Request for Payment, to WAPCOS Limited Representative in respect of the preceding month. Within each Request for Payment the Contractor shall show separately:

- (i) The amounts which the Contractor claims to be payable as the cost of the Works completed during that month; and
- (ii) The cumulative amount of all prior payments made by WAPCOS Limited; and
- (iii) Any amounts to which the Contractor considers are due and payable to it in accordance with the provisions of the Contract.

The Contractor's Request for Payment shall:

- (i) Be prepared on forms in the form and in a number advised by WAPCOS Limited Representative; and
- (ii) Contain confirmation of the relevant Milestone Events which, in the opinion of the Contractor have been achieved in that month which applies to each such Milestone Event; and
- (iii) Be accompanied by:
 - (a) Copy of relevant records of measurement of works, jointly taken and signed by both the parties;
 - (b) A status report describing in such detail as may reasonably request, the percentage of any uncompleted Milestone Event for the month in question and the work to be undertaken by the Contractor prior to the next Request for Payment;
 - (c) Certification by WAPCOS Limited Representative confirming that the Milestone Events referred to in the Request for Payment have been achieved.
 - (d) Confirmation by the Contractor of any amounts due and owing from the Contractor to WAPCOS Limited pursuant to the Contract;
 - (e) The Contractor's certification that the quality of all completed Works accords with the requirements of the Contract;

- (f) The Contractor's certification that each obligation, item of cost or expense mentioned in that Request for Payment has not been the basis of any previous payment.
- (g) The Contractor's certification that it has reviewed all financial and budget data contained in the Request for Payment;
- (h) The Contractor's certification that the quality of all completed Works accords with the requirements of the Contract;
- (i) The Contractor's certification that each obligation, item of cost or expense mentioned in that Request for Payment has not been the basis of any previous payment; and
- (j) The Contractor's certification that each Subcontractor who performed part of the Works which was included in the immediately preceding Certificates of Payment was paid all amounts then due to it for such Works
- (k) The Contractor providing evidence of the validity of the Contractor's Insurances.

3. Certificates of Payment

Within [14 (fourteen)] Business Days of receipt of the Contractor's Request for Payment under Clause 48(2) [Contractor's Application for Payment], WAPCOS Limited and WAPCOS Limited Representative shall review such request and, shall issue to the Contractor, a Certificate of Payment certifying what amounts WAPCOS Limited shall pay. Each Certificate of Payment shall be for an amount which in the opinion of WAPCOS Limited, is the basis of the Request for Payment and pursuant to the Contract, is properly due to the Contractor (the "Gross Certifiable Amount") less (i) the cumulative amounts of payments previously certified as due to the Contractor, (ii) any deduction on account of recovery of Advance Payment, and (iii) Retention Amount.

In the event that the Contractor fails to achieve any Milestone Event specified in the Payment Schedule, the Contractor shall not be entitled to the payment value attributable to that Milestone Event until the relevant Milestone Event has been achieved. When the relevant Milestone Event is achieved, the Contractor may include the payment value attributable to the Milestone Event in the next Request for Payment.

No sum shall be included in the Certificate of Payment in respect of Materials yet to be incorporated into the Permanent Works unless the WAPCOS Limited Representative is satisfied that:

- (i) such Materials have been properly acquired and properly and not prematurely delivered to the Project Site;
- (ii) such Materials have been properly stored on the Project Site and fully protected against loss, damage or deterioration;
- (iii) the Contractor's records of the requisitions, orders, receipts and use of any Materials are kept in a form approved by the WAPCOS Limited Representative, and such records are available for inspection by the WAPCOS Limited Representative; and
- (iv) The Contractor has submitted a proper statement of the cost of acquiring the Materials together with such documents as may be required for evidencing such cost.

Without prejudice to any other rights of WAPCOS Limited to withhold payment to the Contractor, WAPCOS Limited may withhold from any payment due to the Contractor such amount as WAPCOS Limited deems reasonably necessary or appropriate:

- (i) if in the opinion of the WAPCOS Limited Representative the progress of the Works at the time of the Request for Payment is behind the progress of the Works as set out in the Programme; and/or
- (ii) to protect it from any losses, expenses, costs or liability because of any one or more of the following reasons:
 - (a) defects and deficiencies in any Works, whether or not payment has been made;
 - (b) unsatisfactory performance of the Contract;
 - (c) the filing of third party claims relating to the Works or any of its commitment parts for which the Contractor is liable;
 - (d) the Contractor's failure to make payments to Subcontractors;
 - (e) failure by the Contractor to provide or procure replacement Performance Security in accordance with the Contract;
 - (f) failure by the Contractor to provide evidence of insurance coverage in accordance with the Contract;
 - (g) reasonable evidence that Completion will not occur by the Time for Completion;
 - (h) any overpayments made by WAPCOS Limited with respect to a previous payment;
 - (i) failure by the Contractor to submit a properly updated monthly Programme and
 - (j) failure by the Contractor to provide satisfactory evidence that the costs of all labour and Materials and other obligations arising out of the Contract have been fully satisfied and discharged by the Contractor and/or to otherwise fail to submit adequate supporting documentation for any Request for Payment.

Any Provisional Sum Works shall only be executed in whole or part upon the WAPCOS Limited Representative's instruction. If the WAPCOS Limited Representative issues no such instruction, the Provisional Sum Works shall not form part of the Works and the Contractor shall not be entitled to payment for it. The Contractor shall be deemed to have allowed the necessary time and resources to enable design and Execution of the Provisional Sum Works in so far as the scope and nature of the Provisional Sum Works was reasonably foreseeable.

The Contractor shall be entitled only to such amount in respect of the Provisional Sum Works as the WAPCOS Limited Representative determines in accordance with this Clause 48(3). The WAPCOS Limited Representative shall notify the Contractor of any such determination. The WAPCOS Limited Representative shall have the authority to issue instructions to the Contractor for every Provisional Sum Works for which the Contractor shall be entitled to a part of the Provisional Sum as determined by the WAPCOS Limited Representative.

The Contractor shall produce to the WAPCOS Limited Representative all quotations, vouchers, invoices, accounts or receipts in connection with the expenditure in respect of the Provisional Sum Works, except where the Provisional Sum Works is valued in accordance with the item wise rates quoted by the Contractor in its bid submitted to the Employer.

In respect of every Provisional Sum the WAPCOS Limited Representative shall have authority to issue instructions for the execution of work or for the supply of goods, materials, Plant Sums or services by the Contractor, in which case the Contractor shall be entitled to an amount equal to the value thereof determined in accordance with Clause 48(3).

4. Billing and Payment

The Associate/Sub – Consultant/Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between

ESIC being Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub-consultant/Sub-Contractor unconditionally acknowledges that the payments under the present contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e. after 21 days subject to receipt of payment from ESIC being Principal Employer/Client. The Associate/Sub-consultant/Sub- Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from ESIC (Principal Employer/Client), then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.

All the tax applicable in respect of this contract shall be payable by the Contractor and WAPCOS will not entertain any claim whatsoever in respect of the same. All billing by the Contractor should be in the name of “WAPCOS limited, ESIC Kerala Project Office, H.No 32/428A, Kuriakkal House, Changampuzha Nagar P.O., Unichira Junction, Thrikakkara, Ernakulam – 682 033, Kerala” bearing the GSTIN:32AAACW0764A2ZX”.

In this type of billing, GST will be applicable as per the GST slabs. The GST charged shall be reimbursed by WAPCOS Limited on submission of following documents (proof of GST paid and filing): 1) GSTR-1 2) GSTR-3 3) GST Challan.

Running Account (RA) bills will be paid when the approximate value of work done is 1/5th of the total contract amount. Each RA bill should be enclosed with certified measurement sheets, certified by Engineer in Charge after verification of the requisite quality test reports, if any, as per the relevant standards. The minimum interval between two such RA bills shall be 15 days. WAPCOS shall make the payment of bills after receipt of the payment from ESIC.

This clause shall prevail on all the other clauses mentioned in this respect in the contract.

For & on behalf of Tenderer

SECTION- V

ADDITIONAL CONDITIONS

1. The Contractor shall be responsible for consequential effects arising out during the inspection done by the Chief Technical Examiner Cell, Central Vigilance Commission or by the Building Works Committee or third party authorized by WAPCOS or any statutory committee or by any duly authorized representative of WAPCOS, during the progress or any time after the construction and development of project up to the defect liability period, and will take appropriate action for rectification of defective work. Rectification of defective works or replacement of sub-standard materials or articles, as pointed out by the Chief Technical Cell, Central Vigilance Commission, Building Works Committee or authorized representative of WAPCOS or third party authorized by WAPCOS or any statutory committee, will be carried out or replaced by the Contractor at his own risk and cost. WAPCOS will not pay any extra amount for such rectification or replacement.
2. **Handing Over of the Project:** Contractor will hand over the project to Client after successful completion of each component of the project in all respect and complete satisfaction of Engineer-In-charge. The partial handing over of building components shall not be considered. Contractor shall also provide necessary Completion Certificate/ NOC from all local Government/ Statuary Authorities if required before handing over the project to the client. The defect liability period will be Two year or the period mentioned elsewhere in the contract whichever is higher after such handing over. However, the agency has to submit warranty certificate issued by the manufacturer for each item as specified in special condition
3. The Contractor shall be solely responsible to follow the general clauses of the contract including labour regulations, registration of contractor, obtaining labour license from labour department, safety precautions, etc. and all other statutory provisions related to labor/works as per the prevailing General Clauses of Contract amended from time to time. The Contractor shall stick to the schedule of all activities and carry out it with mutually agreed time frame.
4. Rates and amount Quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract. Rate quoted by the contractor should be exclusive of GST.
5. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights lifts, leads and depths of the structure and nothing extra shall be payable on this account.
6. Other agencies doing works related to this project will also simultaneously execute the work and the contractor shall provide necessary facilities for the same. Nothing extra over the agreement rates shall be paid for the same.
7. Some restrictions may be imposed by the security staff etc. on the working and for movement for labour materials etc. The contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.
8. The project work will be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer in charge and nothing extra will be paid on this account. The contractor shall comply with proper and legal orders and directions of the local or public authority

or municipality and abide by their rule and regulations and pay all fees and charges which he may be liable.

9. The contractor shall give a performance test of the entire installation (s) as per standing specification before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
10. Samples of various materials required for testing shall be provided free of charges by the contractor. Testing charges, if any, unless otherwise provided shall be borne by the Contractor. All other expenditure required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself.
11. The work shall be carried out in accordance with drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work the contractor shall correlate all the relevant drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available there from is complete and unambiguous. The figure and written dimension of the drawings shall be superseding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim whatsoever shall be entertained on this account.
12. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by WAPCOS.
13. In the case of items of which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement, the full nomenclature of items shall be reproduced in the measurements books and bill forms for running account bill. The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.
14. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer in charge. Nothing extra shall be paid on this account.
15. No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained.
16. Various factory made materials shall be procured from reputed and approved manufacturers or their authorized dealers. List of such approved manufacturers is available as Annexure. For the items / materials not appearing in the list the decision of Engineer in charge shall be final and binding.
17. Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer in charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, contractor should negotiate with concerned specialist agencies and send their names for approval to Engineer in charge. Any material procured without prior approval of Engineer in charge in writing is liable

to be rejected. Engineer in charge reserves right to get the materials tested in laboratories of his choice before final acceptance. Nonstandard materials shall not be accepted.

18. The contractor shall invariably prepare the samples of items as per direction of Engineer-in-charge. The contractor shall proceed with further finishing items only after getting the samples of these items approved in writing from Engineer-in-charge. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.
19. The contractor shall take instruction from the Engineer in charge for stacking of materials at any place. No material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.
20. If as per municipal rules, the huts for labour are not be created at the site of work by the contractors, the contractor are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
21. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case, he or his authorized representative is not present or does not associate himself, the results or such tests and consequences thereon shall be binding on the contractor.
22. The material shall conform to the quality and make as per attached list in Technical Specifications. However, for the items not appearing in the list preference shall be given to those articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available the quality of sample brought by the Contractor shall be judged by the standard laid down in the relevant ISI specification/CPWD specification. All materials and articles brought by the contractor to the site for use shall conform to the samples approved, which shall be preserved till the completion of the work. However, such articles which bear ISI mark but stand banned by CPWD will not be used. Notwithstanding the case of materials of "Preferred Make" as given in Annexure, provisions of Clause 10A of the General Conditions of Contract for Central PWD works shall be applicable on the materials of "**Preferred Make**" also.
23. It must be ensured that all materials to be used in work bear BIS certification mark. In cases where BIS certification system is available for a particular material/product but not even a single producer has so far approached BIS for certification the material can be used subject to the condition that it should conform to CPWD specification and relevant BIS codes. In such case written approval of the Engineer-In-Charge may be obtained before use of such material in the work.
24. The final approval of the brand to be used shall be as per the direction of Engineer-in-Charge. The brand used shall be one of the brands in case specified in the list of preferred make / materials. The decision of the engineer in charge about the make is final and binding on the contractor.
25. In case of non-availability of material of the brands specified in the list of approved materials an equivalent brand may be used after getting written approval of WAPCOS giving details to indicate that the brand proposed to be used is equivalent to the brands mentioned in the agreement.
26. The following procedure shall be followed for the removal of rejected/sub-standard materials from the site of work:

- (i) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Engineer-In-Charge, giving the approximate quantity of such materials.
 - (ii) As soon as the material is removed, a certificate to that effect shall be recorded by the Engineer-In-Charge against the original entry, giving, the date of removal and mode of removal, i.e., whether by truck, carts, or by manual labour. If the removal is by truck, the registration number of the truck should be recorded.
 - (iii) When it is not possible for the Engineer-In-Charge to be present at the site of work at the time of actual removal of the rejected/sub-standard materials from the site, the required certificate should be recorded by the Authorized Representative of WAPCOS, and the Engineer-In-Charge should countersign the certificate recorded by the Authorized Representative.
27. If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The contractor has to take permission from the police & local authorities etc. if required for work during night hours. No claim / hindrance on this account shall be considered if work is not allowed during night time. The requisite supervision shall be made available by the WAPCOS along with necessary issue of material under joint custody.
 28. Once the Project is completed and the contractor shall be responsible to attend defect pointed out by WAPCOS and then hand over the Project to the client.
 29. Contractor should hand over the warranty of the specialized items in the name of ESIC.
 30. The contractor is required to deploy resources as per availability of site. However, no claim will be entertained for idle labour, idle machinery, idle technical/no-technical staff, idle T&P etc.
 31. No claim whatsoever for idle labour, additional establishments, costs of hire and labour charges for tools and plants, scaffolding etc, would be entertained under any circumstances
 32. All running account bills preferred by the contractor for advance payments shall be processed only if Engineer-in-charge is satisfied that upto date investments (excluding security deposit & performance guarantee, which are not considered as investments) made by the contractor against contracted work are more than the payments received. Accordingly, all running account bills shall be supported with an account of up-to-date payments received vis-a-vis upto date investments made on the work to enable engineer-in-charge to check to his satisfaction that the payments made by engineer-in-charge are properly utilised only on the work and nowhere else.
 33. The contractor should provide facilities of office space and logistic at site for WAPCOS/ESIC Engineers during the period of project execution. On account of furnished project office equipped with all facilities such as telephone, fax, internet, photocopier, computer/ laptop, printer along with the operator, regular electric and purified drinking water supply and inspection vehicle etc. as per the requirement of project an amount equal to 2% of gross bill from all running account & final bill will be recovered.
 34. **Milestones** for Carrying out the work

Contractor shall submit the detailed work schedule so as to complete the works considering all the field conditions in accordance with the requirement of the Engineer-in-charge. Contractor should also strictly adhere to such schedule mutually accepted to complete the total work within the time period mentioned in the contract.

35. Requirement of Technical Staff as per Clause 36:

Min. Qualification/ Experience	Nos.	Designation	Penal recovery if not employed
1. Graduate Engineer (Electrical)/ Diploma holder (Electrical) with minimum three year experience in the relevant field	1	Site-in-charge	40,000 p.m

36. Deviation or Extra Item Limit as per Clause 12:

The following clauses shall prevail if not mentioned elsewhere in the contract:

A. Contractor shall carry out the extra quantity of work under deviation from the estimated quantity at the rate quoted in the BoQ, limited to 25% deviation on each item and for the quantity deviated beyond 25% market rates will be applicable. Execution of such deviation in quantity shall require prior written permission from WAPCOS and ESIC.

B. For extra work or deviation beyond limit mentioned above, the detailed rate analysis along with the details of materials used, labour Cost and machinery rent involved along with the Contractors' Profit of 10%, overhead charges of 5% will have to be submitted to the Engineer at least 7 days prior to the proposed part of work using extra items. Execution of such works under deviation shall require prior written permission from WAPCOS and ESIC.

37. Preference to Make in India:

- The provision of revised "Public Procurement (Preference to Make in India) Order 2017-Revision' Issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no.-P45021/2/2017-PP (BE-II) as amended on 16.09.2020 shall be applicable to the bidding process and award of the contract shall bedone accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%.

- Verification of local Content:

a) The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement of the tender. They shall also give details of the location at with the local value addition is made.

b) In cases of procurement for a value in excess of Rs. 10 crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

For & on behalf of Tenderer

SECTION- VI - ANNEXURES

ANNEXURE -I

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION OF WORK

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the WAPCOS LIMITED (hereinafter called the WAPCOS of the other part).

WHEREAS THIS agreement is supplementary to a contract. (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the WAPCOS of the other part, whereby the contractor interalia, under look to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life as per contract, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge with regard to nature and cause of defects shall be final. During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the WAPCOS by some other contractor at the guarantor’s cost and risk. The decision of the Engineer in charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach thereunder then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the WAPCOS the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITNES WHEREOF those presents have been executed by the obligator _____ and _____ by for and on behalf of the WAPCOS LIMITED on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

- 1. _____
- 2. _____

SIGNED FOR AND ON BEHALF OF THE WAPCOS LIMITED BY _____ in the presence of:

- 1. _____
- 2. _____

ANNEXURE –II
FORM OF PERFORMANCE SECURITY(GUARANTEE)

WAPCOS Limited,
76-C, Sector 18,
Gurgaon-122015.

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dt. _____ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. _____ (Rupees _____ only) for _____ (name of work) (hereinafter called " the contract") and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____ only) (3 % of the said value of the Contract to the Employer).

We, _____ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any

other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

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

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated _____ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by M/S WAPCOS Limited on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- i) our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only) ;
- ii) This bank guarantee shall be valid upto _____ **(indicate a date two months after the probable date of completion)**
- iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before _____ **(indicate a date three months after validity of guarantee).**

Dated this _____ day of _____ at _____

For & on behalf of Tenderer

ANNEXURE – III
FORMAT FOR AFFIDAVIT

I / We have submitted a bank guarantee for the work (Name of work) Agreement No. _____ Dated _____ from _____ (Name of the Bank with full address) to the WAPCOS Limited, New Delhi with a view to seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on _____ I / We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my / our own initiative up to a period of _____ months after the recorded date of completion of the work or as directed by the WAPCOS.

I / We also indemnify the WAPCOS against any losses arising out of non-encasement of the bank guarantee if any.

(Deponent)
Signature of Contractor

Note:

The affidavit is to be given by the Executants before a first class Magistrate.

ANNEXURE –IV
AGREEMENT PROFORMA
(To be furnished on non-judicial Rs.200/- stamp paper)

To be executed on non-judicial stamp worth Rs.200/- and continuation sheets on ledger papers and two copies on ordinary paper to be submitted neatly type-written sheets on one side of the paper in single line spacing.

AGREEMENT

THIS AGREEMENT IS MADE on this day of 2020 BETWEEN WAPCOS Limited, A Government of India Undertaking, having its office at 76-C, Sector-18, Gurgaon, Haryana – 122 015 represented by its General Manager,S/o....., aged years residing at(hereinafter referred to as the ‘WAPCOS’ or ‘Client’ which expression shall, unless repugnant to the context or meaning thereof, includes its successors and assigns) of one part and M/s....., a company incorporated under the Indian Companies Act, 1956, having Its registered office at represented by (Designation), agedyears, S/o..... residing at (Hereinafter referred to as ‘Agency’ which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, liquidators and assigns or legal representatives) of the other part.

WHEREAS the Client invited NIT for “Name” vide Tender ID and the Agency submitted a bid for the same giving rates/amounts accepting the terms and conditions of the NIT document.

AND WHEREAS the said bid submitted by the Contractor has been accepted and the Client has awarded the work of “Name of Work”. vide Work order No.....Dated.....and the Contractor submitted a signed copy of the work order as a token of acceptance of the same, giving rates/amounts accepting the terms and conditions as stipulated in the work order.

NOW THIS AGREEMENT WITNESSETH and the parties hereby agree as follows:

1. The bid submitted by the Agency for the scope of services/work specified in the NIT at the rates/amounts specified in consideration of all the terms and conditions in the NIT is accepted.
2. It shall be valid for a period of three years from the date of signing unless revoked earlier. Further extensions will be considered as per the provisions of NIT.
3. The Agency agreed to abide by and fulfil all the terms and provisions of the said conditions of contract in default thereof forfeit and pay to WAPCOS the sum of money mentioned in the said conditions.
4. It is mutually agreed that the offer in its entirety shall form part of this agreement.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

1. Notice Inviting Tender (NIT)
2. Contract Data
3. Bidder's Bid
4. Work Order
5. Bill of Quantities
6. Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written at Cochin.

Signature of the Employer
(with the seal of company and address)

Signature of the Bidder
(with the seal of company and address)

In the presence of:

Witness

1. Name and Address

2. Name and Address

ANNEXURE – V
FORMAT FOR INTEGRITY PACT

This Integrity Agreement is made at on thisday of 20.....

BETWEEN

WAPCOS Limited, New Delhi (Hereinafter referred as the “**Principal/Owner**”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company) through
..... (Hereinafter referred to as the (Details of duly authorized signatory) “**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for..... (Name of work) hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the

Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days" notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 24 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS.

Article 7: Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date:

ANNEXURE –VI
FORMAT OF PRELIMINARY AGREEMENT

To be executed on stamp paper Rs.200/- (Kerala Government)

Preliminary Agreement entered into on this day of..... Two thousand and between<Tender Inviting Authority> for and on behalf of WAPCOS LIMITED, of the one part and

(here enter full name and address of the Bidder) hereinafter called the Bidder of the other part for the execution of the agreement as well as for the execution of the work WHEREAS the WAPCOS LIMITED invited tenders for the work of..... (here enter name of the work) by Notification No..... Dated

I/We undersigned hereby offer to construct the proposed work in strict accordance with the contract/bid document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon being permitted to enter site. I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/We shall pay agreed 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as Earnest money Rs. ____/- (Rupees _____) [carrying no interest] as mentioned in Tender Document in favour of <tender inviting authority> and I/We agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so as per the bid document. I/We further agree for the applicable deduction from the 'Interim Payment/RA Bill' towards the, Performance Security Deposit', which will be returned as per the relevant clauses in the agreement.

I/We will furnish the Performance Guarantee Bond as per the approved format, if our bid is accepted. Bid Security deposit shall be treated as security for the proper fulfilment of the same and shall execute an agreement for the work in the prescribed form. If I/We fails to do this or maintain a specified rate of progress (as specified in the Milestone details of contract data in the bid document), the performance guarantee (both treasury fixed deposit and irrevocable bank Guarantee) and Performance Security Deposit if any deducted from the RA Bills shall be forfeited to Government and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the Bidder to pay the requisite deposit, sign contract or take possession of the work any loss to Government due to the same will be recovered from me/us as arrears of revenue, but should it be a saving to Government. I/We shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

I/We further agrees that, in the case of becoming the lowest bidder in this tender and in the event of failure on part of me/us to produce any of the original documents, or submit the performance guarantee, or enter into agreement with the first part within the specified time limit, the first part may take appropriate action as provided in the bid document. In such a situation, if the second lowest bidder gets awarded with the work at his quoted rate, I shall agree to pay to the first part compensation towards the loss on account of award of work at a higher amount. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

NOW THEREFOR IN THE PRESENCE OF WITNESS it is mutually agreed as follows.

1) The terms and conditions for the said contract having been stipulated in the said tender document and forms to which the I/We have agreed and a copy of which is here to be appended which forms the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of said tender form.

2) The I/We hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work (hereinafter the name of the work) if awarded in favour of the me/us.)

3) If the Bidder does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause of the notice inviting tenders as quoted above, within the period stipulated then the Government may rearrange the work otherwise or get it done departmentally at the risk and the cost of the Bidder and the loss so sustained by the WAPCOS LIMITED can be realized from the Bidder under the Revenue recovery Act as if arrears of land revenue as assessed quantified and fixed by an adjudicating authority consisting of the Secretary Public works, Chief Engineer (Admn) or any other officer or officers authorized by Government in this behalf, taking into consideration the prevailing P.W.D rates and after giving due notice to the Bidder. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the Bidder. 4) The Bidder further agrees that any amount found due to the Government under or by virtue of this agreement shall be recoverable from the Bidder from his EMD and his properties movable and immovable as arrears of Land Revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit in this regard.

4) The Bidder further assures that it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

ANNEXURE – VII
FORMAT OF RESUME OF PROPOSED PERSONNEL

The bidder shall provide all the information requested below:

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company, Project , Position, and Relevant Technical and Management Experience

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Personnel

Signature

Date

{day/month/year}

**Name of authorized Representative
of the Contractor**

Signature

Date

ANNEXURE –VIII
SAFETY CODES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1(\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) 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 opening 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 building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-

- i. If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
 - ii. During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
 - iii. Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m all-round the point of drilling to avoid entry of people;
 - iv. After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
 - v. After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - vi. After the bore well is drilled the entire site should be brought to the ground level.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
 - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
 - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

- (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

(p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

(vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

(q) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(r) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

(s) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

(i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

(ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

(iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

(iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

(v) Overall shall be worn by working painters during the whole of working period.

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man.

(viii) WAPCOS may require, when necessary medical examination of workers.

(ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-

(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

- (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

For & on behalf of Tenderer

ANNEXURE – IX
MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY
ARRANGEMENTS FOR WORKER EMPLOYED BY CONTRACTORS

1. APPLICATION

These rules shall apply to all buildings and construction works in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
- (a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment's:-
1. 6 small sterilized dressings.
 2. 3 medium size sterilized dressings.
 3. 3 large size sterilized dressings.
 4. 3 large sterilized burn dressings.
 5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
 6. 1 (30 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
 7. 1 snakebite lancet.
 8. 1 (30 gms.) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 12. Ointment for burns.
 13. A bottle of suitable surgical antiseptic solution
- (b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipment's.
1. 12 small sterilized dressings.
 2. 6 medium size sterilized dressings.
 3. 6 large size sterilized dressings.
 4. 6 large size sterilized burn dressings.
 5. 6 (15 gms.) packets sterilized cotton wool.
 6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.

7. 1 (60 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

- (iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4.DRINKING WATER

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5.WASHING FACILITIES

- (i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

(iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6.LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale namely:-
 - a. Where female are employed, there shall be at least one latrine for every 25 females.
 - b. Where males are employed, there shall be at least one latrine for every 25 males.
 - c. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately, excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7.PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sq.ft) per head. Provided that the

Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8.CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b& c.
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9.CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once in each year.
- (vi) Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (vii) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (viii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (ix) Suitable arrangements shall be made for the collection and disposal of garbage.
- (x) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (xi) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.
- (xii)(a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
(b) Washing places for women shall be separate and screened to secure privacy.
- (xiii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiv) (a)(1). There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment's necessary for the efficient running of the canteen.

(2). The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

(b)(1). Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

(2). A service counter, if provided, shall have top of smooth and impervious material.

(3). Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment's.

(xv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

(xvi) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.

(xvii) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-

- a) The rent of land and building.
- b) The depreciation and maintenance charges for the building and equipment provided for the canteen.
- c) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.
- d) The water charges and other charges incurred for lighting and ventilation
- e) The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.

(xviii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10.ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

11.The above rules shall be incorporated in the contracts and in notice inviting tenders and shall form an integral part of the contracts.

12.AMENDMENTS

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

For & on behalf of Tenderer

ELIGIBILITY CRITERIA AND IT'SFORMS:

**FORM A
LETTER OF TRANSMITTAL**

To,
General Manager
ESIC Kerala Project Office
H.No. 32/428A, KuriekkalHouse
Changampuzha Nagar P.O., Unichira Junction,
Thrikakkara, Ernakulam- 682 033, Kerala

Subject: Submission of bids for the work of “Supply and Installation of Air Conditioning at Operation Theatre ESIC Hospital, Ezhukone, Kollam District”

Sir,
Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to J and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate:

It is certified that the information given in the enclosed technical bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s)

**FORMATFORPOWER OF ATTORNEYFOR SIGNING
OFPROPOSALFOR AUTHORIZED SIGNATORY**

**Name of Work: Supply and Installation of Air Conditioning at Operation Theatre
ESIC Hospital, Ezhukone, Kollam District**

Know all men by these presents, we (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr /Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to , representing us in all matters before , and generally dealing with in all matters in connection with our proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

FINANCIAL INFORMATION

**Name of Work: Supply and Installation of Air Conditioning at Operation Theatre
ESIC Hospital, Ezhukone, Kollam District**

Financial Analysis: Details to be furnished should be duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years	Gross Annual Turnover	Profit/Loss (After Tax)
2021-2022		
2020-2021		
2019-2020		
2018-2019		
2017-2018		

**Signature of Chartered Accountant
(with Seal)**

**Signature of Bidder(s).
(with Seal)**

FORM C
BANKER'S CERTIFICATE FROM A SCHEDULED BANK

Date:

To,
General Manager
ESIC Kerala Project Office
H.No. 32/428A, KuriekkalHouse
Changampuzha Nagar P.O., Unichira Junction,
Thrikakkara, Ernakulam- 682 033, Kerala

**Name of Work: Supply and Installation of Air Conditioning at Operation Theatre
ESIC Hospital, Ezhukone, Kollam District**

This is to certify that to the best of our knowledge and information that
M/s..... having marginally noted address,
as a Customer of our bank are/is respectable and can be treated as good for any engagement
upto a limit of Rs.....
(Rupees.....
.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

Note:

- 1. Bankers Certificates should be on letter head of the Bank, addressed to tendering authority.**
- 2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.**

FORM D
DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING
LAST SEVEN YEARS

Name of Work: Supply and Installation of Air Conditioning at Operation Theatre
ESIC Hospital, Ezhukone, Kollam District

Sl. No	Name of Project & Location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of Commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to whom reference may be made
1							
2							
3							
4							
5							
6							
7							

(Signature of the Bidder)

Note: This should be accompanied by Completion certificate and work order along with bill of quantities.

FORM E
STRUCTURE & ORGANISATION

Sl.No.	Particulars	Details Submitted by Bidder
1.	Name & address of the Bidder	
2.	Telephone no./Mobile No./Telex no./Fax no.	
3.	Email id for communication	
4.	Legal status of the bidder (attach 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	
	Particulars of registration with various Government Bodies (attach attested photocopy)	
5.	Organization/Place of Registration 1. 2. 3.	Registration No.
6.	Names and titles of Directors & Officers with designation to be concerned with this work along with their contact number and Email id	
7.	Designation of individuals authorized to act for the organization	
8.	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
9.	Any other information considered necessary but not included above.	

Signature of Bidder(s)

FORM F
**FORMAT FOR UNDERTAKING REGARDING BLACKLISTING/
NON-DEBARMENT**
[On the letterhead of the Organization]

**Name of Work: Supply and Installation of Air Conditioning at Operation Theatre
ESIC Hospital, Ezhukone, Kollam District**

To,
General Manager
ESIC Kerala Project Office
H.No. 32/428A, KuriekkalHouse
Changampuzha Nagar P.O., Unichira Junction,
Thrikakkara, Ernakulam- 682 033, Kerala

Ref.: NIT No.WAP/ENVT/ESIC-KERALA/2023/08 dt. 28.02.2023

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS Ltd. Further, we hereby confirm and declare that we, M/s _____, is not blacklisted/ De- registered/ debarred by any Government Department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/Undertaken the works/Services during the last 5years.

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place: **Name and seal of Bidder**

FORM G
FORMAT FOR UNDERSTANDING THE PROJECT SITE
[On the letterhead of the Organization]

To,
General Manager
ESIC Kerala Project Office
H.No. 32/428A, KuriekkalHouse
Changampuzha Nagar P.O., Unichira Junction,
Thrikakkara, Ernakulam- 682 033, Kerala

Subject: Undertaking of the Site Visit for “Supply and Installation of Air Conditioning at Operation Theatre ESIC Hospital Ezhukone, Kollam District” – reg.

Sir,

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the Location of the Building and existing utilities to connect to the system, conditions prevailing at site, availability of materials, availability of land and transport facilities, weather condition at site, the extent of leads and lifts involved in execution of work etc.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted cost of the project as per BOQ

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

Name and seal of Bidder

FORM H
FORMAT FOR NO DEVIATION CERTIFICATE
[On the letterhead of the Organization]

To,
General Manager
ESIC Kerala Project Office
H.No. 32/428A, KuriekkalHouse
Changampuzha Nagar P.O., Unichira Junction,
Thrikakkara, Ernakulam- 682 033, Kerala

Subject:No Deviation Certificate for “Supply and Installation of Air Conditioning at Operation Theatre ESIC Hospital Ezhukone, Kollam District” – reg.

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Thanking you,

Yours faithfully,

Date: (Signature, name and designation of the

Authorized signatory)

Place:

Name and seal of Bidder

FORM I
CONSENT LETTER FOR INTEGRITY PACT

To,
General Manager
ESIC Kerala Project Office
H.No. 32/428A, KuriekkalHouse
Changampuzha Nagar P.O., Unichira Junction,
Thrikakkara, Ernakulam- 682 033, Kerala

Sub: Integrity Pact for “Supply and Installation of Air Conditioning at Operation Theatre ESIC Hospital Ezhukone, Kollam District” – reg.

Dear Sir,

I/We acknowledge that WAPCOS is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by WAPCOS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, WAPCOS shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

Name and seal of Bidder

FORM J
UNDERTAKING
(Rule 144(xi) in the General Financial Rules (GFRs), 2017)

To,
General Manager
ESIC Kerala Project Office
H.No. 32/428A, KuriekkalHouse
Changampuzha Nagar P.O., Unichira Junction,
Thrikakkara, Ernakulam- 682 033, Kerala

**Sub.: Supply and Installation of Air Conditioning at Operation Theatre ESIC Hospital,
Ezhukone, Kollam District– reg.**

Dear Sir,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,

Date:

(Signature, name and
designation of the Authorized
signatory)

Place:

Name and seal of Bidder

SECTION-VIII SCOPE OF WORK

Supply and Installation of Air Conditioning at Operation Theatre ESIC Hospital, Ezhukone, Kollam District comprising of the following major works:

- Dismantling of all existing Air Handling Units (includes indoor and outdoor units), ducts in corridor, closing of all duct holes with necessary civil works, taking down and
- Repair and refixing conduits/cables in corridor duct area
- Repair and refixing of existing conduits/cables where not connected properly.
- Supply and Installation of Air Conditioning at Minor OT, Major OT, Eye OT and Doctor's Room.
- Wiring of light points and power points at Eye OT.

1.0 NOC'S /APPROVALS/ CLEARANCES FROM AUTHORITIES

Contractor will follow the all rules, regulations and terms & conditions of Green building norm during the execution of the project work.

2.0 ELECTRICALWORKDESIGNANDDRAWINGS OFTHEPROJECT/ WORKS

The Scope of work shall include execution of work as per the standard technical Specification & Description of items in Bill of Quantities mentioned in tender document. The scope of work is not limited to these Specification & Description of items mentioned in tender document. The Contractor will consider all other necessary Specification and Items of works, while quoting the cost, which are essential to complete the work in all respect. The modifications / improvements may be made by the WAPCOS as per the requirement of Client during execution of work.

The Contractor shall submit all the fabrication/shop drawings based on site measurements for the above said work and shall obtain WAPCOS approval prior to execution.

NOTE:

- The Contractor must aware about location of the proposed works, surrounding local condition where works are to be constructed. Accordingly, Contractor shall submit BID considering all these aspect and shall quote the rates. Contractor shall not raise any extra/additional claim on these aspects.
- The contractor is required to deploy the resources at site and start the construction. No claim shall be entertained for idle labour, idle machinery, idle technical / nontechnical staff, idle T&P and if any hindrance due to any reason.
- If any dispute/ hindrance may arise during construction, the contractor is not liable for any financial claim or damages due to such circumstances.

- The bidder shall be responsible right through the entire duration of the Project for execution of all works till commissioning and handing over of project complete with all respects and shall remove all defects, if any, developed during Defects Liability Period (DLP).
- No works, for which rates are not specifically mentioned in the priced schedule or quantities, shall be taken up without written permission of WAPCOS Limited. Rates of items not mentioned in the priced Schedule of Quantities shall be fixed by WAPCOS as provided in the corresponding clauses of the tender document.
- The work shall be executed as per the details in Schedule of Quantities and direction of Engineer-in Charge and shall be completed in all respect with full satisfaction of Engineer-in-Charge as per the Government guidelines, Indian standard codes & Manuals. The Bidder may assess the quantum of work before filling of tender.
- Contractor will take necessary approvals/clearance from the concerned departments before the start of work.
- The Contractor will submit the sample and test reports of paints, steel, cement, coarse sand etc. to the Engineer In-Charge for approval before starting the work.
- Any material used without prior approval shall be replaced by the Contractor immediately at his own cost. No payment in this regard shall be entertained.
- The contractor shall make his own arrangements for obtaining electric connection and water Connection/arrangement (if required).
- The Contractor shall dispose off all the dismantled materials, debris, garbage, waste outside of the campus of the works at his own cost within 3 days of occurrence after prior approval from Engineer in Charge and provide clear and clean site at the time of handing over the works.

(Note: Contractor is advised to visit the site to understand the Scope of Work clearly before quoting the rates for the works.)

For & on behalf of Tenderer

SECTION IX
LIST OF APPROVED MAKES

1. LIST OF MAKE

Acceptable makes of materials to be used in the work are as follows. In case of non- availability of these makes, after the approval of WAPCOS, the Contractor can use the alternative makes only BIS marked materials. Non-BIS marked materials may be permitted by the WAPCOS only when BIS marked materials are not manufactured.

Below list of makes is the General List of makes for various items used in the works. However, **contractor will select the makes from below list in accordance with the preference order mentioned in “Make Approved” and scope of works mentioned for this work and other make may be ignored.** Some makes of material also mentioned in Bill of quantity and tender drawings/images. In case of any discrepancy between makes of material mentioned in Bill of quantity & tender drawings/images AND above “List of Make” then make of material mentioned in Bill of quantity & tender drawings/images will prevail.

NOTE: THE CONTRACTOR SHALL QUOTE HIS RATES ON THE BASIS OF THE PRICE OF BEST QUALITY PRODUCT OF THE BRAND / MAKE. IN CASE ANY PARTICULAR BRAND OF ITEM IS NOT ACCEPTABLE TO THE CLIENT, THE CONTRACTOR SHALL SUPPLY ITEMS OF OTHER APPROVED BRANDS AT NO EXTRA COST.

ELECTRICASL ITEMS		
S.NO.	ITEM	MAKE APPROVED
1.	MOULDED CASE CIRCUIT BREAKER WITH ROTARY OPERATINGHANDLE.	SCHNEIDER/ SIEMENS/ L&T/ ABB/ POLYCAB
2.	L.T. / H.T. CABLE	POLYCAB/ HAVELLS/ FINOLEX/ KEI
3.	CABLE LUG (TINNED COPPER)	DOWELLS/ MULTI/CAPITAL
4.	CABLE GLAND	PEECO/ COMMET/ GRIPWELL/ POWER
5.	DISTRIBUTION BOARDS WITH MINIATURE CIRCUIT BREAKERS, RCCB	HAGER/LEGRAND/ POLYCAB/L & T/ HAVELLS
6.	PVC INSULATED COPPER CONDUCTOR SINGLE CORE STRANDED WIRES OF 650/1100 VOLT GRADE	HAVELLS/FINOLEX /POLYCAB
7.	PVC CONDUIT	BEC/AKG/POLYCAB/ RMCON/ ASTRAL
8.	M.S. CONDUIT	BEC/AKG / RMCON/ JINDAL
9.	MODULAR SWITCHES & SOCKETS	LEGRAND/HAVELLS/POLYCAB/ ANCHOR
10.	LIGHT FIXTURE	PHILIPS/HAVELLS/POLYCAB/ WIPRO
11.	LAMPS	PHILIPS/ HAVELLS/ POLYCAB/ WIPRO

VOLUME II
FINANCIAL BID

LETTER OF TRANSMITTAL FOR FINANCIAL BID

To,
General Manager
ESIC Kerala Project Office
H.No. 32/428A, KuriekkalHouse
Changampuzha Nagar P.O., Unichira Junction,
Thrikakkara, Ernakulam- 682 033, Kerala

Subject: Financial Bid for the work of “Supply and Installation of Air Conditioning at Operation Theatre ESIC Hospital, Ezhukone, Kollam District”

Sir,

With reference to your NIT document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

The Bid is unconditional and unqualified.

1. I / We acknowledge that the WAPCOS will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

2. The BID Price has been quoted by me / us after taking into consideration all the terms and conditions stated in the NIT, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.

3. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

5. I / We shall keep this offer as specified in the NIT.

6. I / We hereby submit our BID and offer a BID Price of Rs.excluding Goods and Services Tax (Rs..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place: **Name and seal of Bidder**

SUMMARY OF COST

Name of Work: Supply and Installation of Air Conditioning at Operation Theatre ESIC Hospital, Ezhukone, Kollam District

Particulars	Total Quoted Amount (INR)	
	In Figures	In words
Total cost for the work of Repair of Supply and Installation of Air Conditioning at Operation Theatre ESIC Hospital, Ezhukone, Kollam District as per BoQ		

Note:-

- Total amount quoted should be exclusive of GST.
- The rate quoted in Bill of Quantities, to include all costs associated with the project including any out of pocket / mobilization expenses, indirect Taxes if any applicable as per Govt. terms, to be paid by the Contractor
- The tenderer shall quote rates up to zero decimal and as well as in words. In case of any discrepancy, the lowest rate quoted shall prevail.
- The payment will be done based upon the actual quantity of work done at site certified by site in charge, within the quantity mentioned in BoQ.
- The Contractor should follow all the prevailing statutory regulations with respect to safety, labour welfare, insurances etc. without any additional burden to WAPCOS and ESIC.

Date: _____ **(Signature, name and designation of the Authorized signatory)**

Place: _____ **Name and seal of Bidder**

SUMMARY OF BILL OF QUANTITIES

SUPPLY AND INSTALLATION OF AIR CONDITIONING AT OPERATION THEATRE ESIC HOSPITAL, EZHUKONE, KOLLAM DISTRICT		
Sl. No.	Description	Amount in INR
1	Supply and Installation of Air Conditioning at Operation Theatre ESIC Hospital, Ezhukone, Kollam District	
	TOTAL	

BILL OF QUANTITIES (BOQ)

Sl.No	Description of Items	Unit	Qty	Rate (Rs)	Amount (Rs)
Supply and Installation of Air Conditioning at Operation Theatre					
1	Providing and fixing following rating and breaking capacity and pole MCCB with thermomagnetic release and terminal spreaders in enclosure including drilling holes in cubicle panel, making connections, etc. as required. 100 A, 16 KA, TP MCCB	Each	1		
2	Supplying of XLPE insulated, PVC sheathed armored aluminium conductor power cable of 1.1 KV grade conforming to IS: 7098 (Part-1) with latest amendments of following size as required. (cable shall be supplied as per final scheme approved by KSEI) 3.5C x 25 sq.mm (Supply)	Mtr	80		
3	Laying and fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on wall surface as required. Upto 35 sq. mm (clamped with 1mm thick saddle)	Mtr	80		
4	Supplying and fixing of following ways surface/ recess mounting, vertical type, 415 V, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 A tinned copper bus bar, common neutral link, earth bar, din bar for mounting CBs/Isolator/ RCCB/RCBO as incomer and SP/ TP MCB as outgoing with IP 42/43 (but without MCBs and incomer) as required. 4 way (8 + 12)	Each	1		
5	Supplying and fixing following rating, four pole, 415 V, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required. 100 A	Each	1		
6	Supplying and fixing following rating, four pole, (three phase and neutral), 415 volts, residual current circuit breaker	Each	1		

Sl.No	Description of Items	Unit	Qty	Rate (Rs)	Amount (Rs)
	(RCCB), having a sensitivity current 30 mA in the existing MCB DB complete with connections, testing and commissioning etc. as required. 100 A				
7	Supplying and fixing 16 A rating, 415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required. Single pole	Each	10		
8	Wiring for light/ power plug with 2X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed steel conduit alongwith 1 No 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required.	Mts	150		
9	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 A modular socket outlet and 15/16 A modular switch, connections etc. as required.	Each	9		
10	Split Air conditioners: Supply & Installation of Air cooled 1.5 TR Split Unit type A.C with Automatic Stabilizer of 4 kVA. System of Branded make (Voltas / Blue Star/LG/ Daikin/ Carrier) comprising wall mounted/ ceiling suspended indoor air handling unit, outdoor condensing unit (with scroll/ Rotary compressors), ODU Frame, isolating valvs, thermostatic control, safety cutouts, and vibration isolation pads etc complete, details and instruction incl. Machine shall be 100% Copper Tube with insulation, 5 Star rating with 5 year warranty.Necessary civil works also included in the scope of installation.	Each	9		
11	Providing and fixing of Copper Pipe with Insulation (5 Metres) additional for ACs as per site conditions.	Each	9		

Sl.No	Description of Items	Unit	Qty	Rate (Rs)	Amount (Rs)
12	Supply, laying, testing and commissioning of 10 SWG size of copper earth continuity conductor for inter connection between the earth stations, panels, DB's and equipment's etc. on walls/ceiling.	Mtrs	50		
Dismantling of existing AHU and ducts at Operation Theatre					
13	Dismantling of all existing Air Handling Units (includes indoor and outdoor units), ducts in corridor, closing of all duct holes with necessary civil works, taking down and refixing conduits/cables in corridor duct area and refixing of existing conduits/cables where not connected properly.	Ls	1		
Electrification of Operation Theatre					
	Optal OT				
14	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.	Each	9		
	Single pole				
15	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required.	Mts	25		
	2 x 4 sq. mm + 1 x 4 sq. mm earth wire				
16	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 A modular socket outlet and 15/16 A modular switch, connections etc. as required.	Each	8		

Sl.No	Description of Items	Unit	Qty	Rate (Rs)	Amount (Rs)
17	Supply, installation, testing & commissioning of 18 W trim 4 feet LED batten with greater than 1800 lumens light output and minimum 175 lumen per watt system efficiency. The housing shall be made of Extruded aluminium Body and PMMA Diffuser. directly on ceiling/ wall, including connection with 1.5 sq. mm FRLS PVC insulated, copper conductor, single core cable and earthing etc. as required.(Make: Philips/ Crompton Greaves/ Wipro/ Bajaj)	Each	7		
18	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required. Group C	Point	7		
	Other OT Rooms				
19	Supply, installation, testing & commissioning of 18 W trim 4 feet LED batten with greater than 1800 lumens light output and minimum 175 lumen per watt system efficiency. The housing shall be made of Extruded aluminium Body and PMMA Diffuser. directly on ceiling/ wall, including connection with 1.5 sq. mm FRLS PVC insulated, copper conductor, single core cable and earthing etc. as required.(Make: Philips/ Crompton Greaves/ Wipro/ Bajaj)	Each	35		
20	Supplying and fixing following size/ modules, GI box alongwith modular base & cover plate for modular switches in recess etc. as required.				
	1 or 2 Module (75mmX75mm)	Each	7		
	3 Module (100mmX75mm)	Each	9		
	4 Module (125mmX75mm)	Each	2		
	6 Module (200mmX75mm)	Each	4		
	8 Module (125mmX125mm)	Each	10		

Sl.No	Description of Items	Unit	Qty	Rate (Rs)	Amount (Rs)
	12 Module (200mmX150mm)	Each	4		
21	Supplying and fixing following Modular base & cover plate on existing modular metal boxes etc. as required.	Each	9		
	6 Module				
22	Supplying and fixing suitable 3 pin 5/6 amps modular socket outlet (ISI marked), connections etc. as required	Each	21		
23	Supplying and fixing suitable S.P. 5/6 amps, one way modular switch outlet (ISI marked), connections etc. as required	Each	83		
24	Supplying and fixing suitable S.P. 15/16 amps, one way modular switch outlet (ISI marked), connections etc. as required	Each	8		
25	Supplying and fixing suitable 6 pin 5/6 & 15/16 amps modular socket outlet (ISI marked), connections etc. as required	Each	8		
26	Credit for all existing Air Handling Units (includes indoor and outdoor units), ducts in corridor.	Ls	1		