



वाष्कोस लिमिटेड
WAPCOS LIMITED

(भारत सरकार का उपक्रम)
जल शक्ति मंत्रालय
(A Government of India Undertaking)
Ministry of Jal Shakti

TENDER DOCUMENT FOR

**Construction of New Academic Building in Assam
Women's University, Jorhat, Assam**

WAP/INFRA/ASSAM/2023/09-02

Date: 05-09-2023

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SECTION – I

NOTICE INVITING TENDER

NOTICE INVITING TENDER (NIT)

WAP/INFRA/ASSAM/2023/09-02

Dated : 05-09-2023

WAPCOS Limited (A Govt. of India Undertaking) on behalf of The Secretary, North Eastern Council Secretariat , invites open online EPC tender from experienced, competent and eligible bidders in a two-envelope system as per below:

Name of Work/ Project	Construction of New Academic Building in Assam Women's University, Jorhat, Assam
Site Location	Assam Women's University, Jorhat, Assam
Website for viewing tender	www.wapcos.co.in OR https://etenders.gov.in/eprocure/app ,
Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any	https://etenders.gov.in/eprocure/app
Estimated Cost of Project	Rs. 7,75,79,000/- (Rupees Seven Crores Seventy Five Lakhs Seventy Nine Thousand only) (Exclusive of GST)
Cost of Tender Document	Rs. 11,800/- in form of Demand Draft from a Scheduled Commercial Bank/ Nationalised Bank in favour of WAPCOS LIMITED payable at Gurugram, Haryana
Earnest Money Deposit (EMD)	Rs 15,51,580/- (Rupees Fifteen Lakhs fifty one Thousand Five Hundred Eighty Only)
Joint Venture	Joint Ventures / Consortia of firms shall not be allowed
Time limit for Completion of Work	15 months from the Date of Award of Work
Validity of Bid/ Tender	180 days from the date of submission of Bid
Tender Download Start Date	05.09.2023 at 09:00 hrs
Last Date of Tender Document Procurement	Up to 26/09/2023 by 15.00 hours As per the condition of e- Tendering, the bidder must officially procure/ download the tender documents from the ETS portal (https://etenders.gov.in/eprocure/app) in order to bid before the date and time given for Procurement.
Last date of Offline Submission of Technical Bid, Tender Fees, EMD etc. as detail in Tender for bidders.	Up to 27/09/2023 by 15.00 hours in the office of the Project Manager (North East), WAPCOS Limited, 3 rd Floor, JB Complex, Ganeshguri, Dispur, Guwahati, Assam Email: guwahati@wapcos.co.in
Last date of Online Submission of Bid	By 26/09/2023 up to 15.00 hours
Date & Time of opening of	27/09/2023 15.30 hours

Technical Bid	
Online opening of Financial Bid	Intimated to Technical Qualified Bidders.
WAPCOS Communication address during Tendering and execution of works	Project Manager (North East), WAPCOS Limited, 3 rd Floor, JB Complex, Ganeshguri, Dispur, Guwahati, Assam Email: guwahati@wapcos.co.in wapcosguwahati@yahoo.com
If the office of WAPCOS Limited, Guwahati 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 the above specified website. Bidders are advised to visit the above specified website regularly for updates /Amendments/ Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to the submission of the tender and it will be part of the tender. The full details about the work, specifications, Drawings, terms, and conditions shall be available in the Tender Document. The tender document has to be submitted online on the 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. The bidder should be an Indian Registered Company under Companies Act 1956/ 2013/ Registered Proprietorship Firm/ registered Partnership Firm. /Special/1st Class Contractor registered to a State/Central Govt. Department/PSU or Undertaking of Government.
2. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
3. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.
4. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
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.
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

Project Manager (North East)
Email: guwahati@wapcos.co.in
wapcosguwahti@yahoo.com

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

INSTRUCTION TO BIDDERS (ITB)

1. SPECIAL INSTRUCTIONS 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 / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. 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 coloured (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 24x7 CPP Portal Helpdesk.

2. INSTRUCTIONS TO BIDDER

2.1 The tender shall be submitted in two parts:

- Part I : Technical Proposal **(To be submitted Online and Offline)**
- Part II : Financial Proposal **(To be submitted online only)**

2.2 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, and conditions of contract, local conditions and other factors having bearings on the execution of the work.

2.3 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 in competing 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

WAPCOS Limited will have the right to inspect the bidders of 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.

- 2.4 The Contract shall be governed by each SECTION OF TENDER DOCUMENT, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- 2.5 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.
- 2.6 WAPCOS Limited reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract.
- 2.7 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.
- 2.8 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.

2.9 EARNEST MONEY DEPOSIT AND TENDER FEE

The bidder has to submit EMD equal to **15,51,580/-** (Rupees Fifteen Lakhs fifty one Thousand Five Hundred Eighty Only) in the form of Bank Guarantee or Fixed Deposit Receipt.

2.10 The bids shall be accompanied by a Tender Fee (Non- refundable fee) of **Rs. 11,800/-** in the form of a Demand Draft from a Scheduled Commercial bank/ Nationalised Bank drawn in favour of WAPCOS Limited payable at Gurugram, Haryana.

2.11 **COST OF TENDERING:** The Bidder shall bear all costs, including the Fee payable to e-procure & WAPCOS, 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 tendering process.

2.12 **LANGUAGE OF TENDER:** 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.

2.13 **CURRENCY OF THE TENDER:** Bid prices shall be quoted in Indian Rupees only. 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.

SECTION – III

SELECTION AND QUALIFYING CRITERIA

SELECTION AND QUALIFYING CRITERIA

1. QUALIFYING CRITERIA

- 1.1. The bidder should be an Indian Registered Company under Companies Act 1956/ 2013/Registered Proprietorship Firm/ Registered Partnership Firm.
- 1.2. The bidder should be Special/1st Class Contractor registered to a State/Central Government Department/PSU or Undertaking of Government.
- 1.3. The bidder should have establishment at the project location.

1.4. Technical Capacity:

1. **Similar works shall** means completion of Construction of multi storied RCC framed building including Civil, Electrical and Plumbing works during last 7 Years for central/State/PSUs
2. The bidder should have satisfactorily completed the following works in the last 7 years ending previous day of the date of publish of the bid:
 - **Three (3)** similar works costing not less than **Rs. 3,10,31,600/-** as Project Cost
 - OR**
 - **Two (2)** similar works costing not less than **Rs. 3,87,89,500/-** as Project Cost
 - OR**
 - **One (1)** similar works costing not less than **Rs. 6,20,63,200/-** as Project Cost

The Value of Similar completed Works will be brought to current costing level by enhancing the actual value of work at simple rate of 7 % per annum, calculated from the date of completion to last date of submission of bids.

3. Details of General/similar type of work executed indicating value of works in each contract with self-attested documentary evidence such as copy/copies of completion Certificate(s) along with LOI(s)/W.O(s) from respective Owner(s)/Client(s) mentioning name and nature of work(s), date(s) of commencement and value(s) of the job(s) executed during last SEVEN years. Completion certificate needs to be enclosed.

1.5. Financial Capacity:

- i) **Turnover:** Average annual financial turnover of the firm should be at least **Rs 2,32,73,000/-** during the immediate last **3 consecutive financial years ending 2021-22**. This should be duly attested/audited by the Chartered Accountant along with UDIN (Unique Document Identification Number).
- ii) **Solvency:** The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder

shall submit Solvency certificate from a Scheduled Commercial bank/ Nationalised Bank with details of Financial Status i.e. Name of the Banker & Current Solvency from Banker for a sum of at least **Rs. 3,10,31,600/-** in Original. The Solvency Certificate shall be issued by the bank after the date of call of this NIT & be addressed to the tendering authority quoting the name of the work.

- iii) The Bidder should not have incurred any financial losses in more than 2 years during the last 5 years from the date of tender i.e. Profit after tax should be positive. This should be duly attested/audited by the Chartered Accountant along with UDIN (Unique Document Identification Number).
- iv) Bidder should not be blacklisted/ debarred by any Central Government/State Government/ Semi Government Department/ PSU.

1.6. Opening of price bid will be considered for only those bidders who have fulfilled all the above mentioned eligibility criteria.

1.7. ONLINE TECHNICAL BID SUBMISSION

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 scanned copies of following documents. All the documents must be Serial wise as stated below along with check list and clearly marked page no. on each page (MANDATORY).**

S.No.	Particulars	Page No. of Technical Bid (From – To)
1.	FORM I – Letter of Transmittal/ Covering letter.	
2.	FORM II – EMD and Tender Fees	
3.	FORM III – Authorization Letter to sign the Tender in original.	
4.	Certificate of Incorporation/ Registration of the firm	
5.	GST Registration Certificate.	
6.	Permanent Account Number (PAN No.)	
7.	FORM IV – General Information of The Bidder’s Firm	
8.	FORM V – Declaration by the bidder	

9.	FORM VI – Details of similar type of work executed during last seven years indicating the value of works meeting the minimum eligibility criteria as per Clause 1.2 (ii) of Section III Selection and Qualifying Criteria of the Tender Document	
10.	FORM VII – Integrity Pact with enclosure I	
11.	FORM VIII – No Conviction Certificate	
12.	FORM IX – Annual Turnover and Audited Balance Sheets for Last 5 (five) years ending on the financial year 2021-22 with CA UDIN mentioned.	
13.	FORM X - Profit or Loss and Profit/ Loss Statements for last 5 (five) years ending on the financial year 2021-22	
14.	FORM XI – Solvency Certificate on Bank’s Letter Head	
15.	FORM XII – No Deviation Certificate	
16.	FORM XIII – Declaration by bidder regarding Blacklisting by any State/ Central Government agency.	
17.	FORM XIV - litigation history, liquidated damages, disqualification	
18.	FORM XV- FORMAT FOR UNDERSTANDING THE PROJECT SITE	
19.	FORM XVI- UNDERTAKING FOR RULE 144 (XI) IN THE GENERAL FINANCIAL RULES-2017	
20.	FORM XVII- The bidder shall submit undertaking indicating percentage of local content used during the execution of work as per the order of Public Procurement (Preference to Make in India	
21.	Curriculum Vitae of the Experts to be deployed	
22.	Signed Tender Documents including any Corrigendum issued and replies to pre-bid queries (To be submitted online only)	

The above mentioned technical bid uploaded online, shall also be submitted in hard copy including Tender Fee & EMD the Project Manager (North East), WAPCOS Limited on or before 27/09/2023 by 15:00 Hrs (courier/ speed post /hand delivery only). If the technical bid along with tender fee and EMD is not received on or before 27/09/2023, the tender will be rejected.

1.8. ONLINE FINANCIAL BID SUBMISSION

The bidder shall upload its financial proposal online consisting of:

- Financial Bid Submission Form
- BoQ Excel sheet

NOTE: Financial bid shall be submitted online only. No hard copy shall be submitted.

1.9. OPENING OF FINANCIAL BID

The financial bids will be opened only for the technically qualified bidders at the notified date & time mentioned in NIT.

1.10. ADDRESS OF COMMUNICATION

Project Manager (North East)
WAPCOS Limited
3rd Floor, JB Complex
Ganeshguri, Dispur, Guwahati, Assam
Email: guwahati@wapcos.co.in

1.11. BID VALIDITY

- a) The bid should be valid for a period of **180 days** after the last date fixed for submission of bid including the extension(s) given, if any.
- b) The last date for submission of bid shall be reckoned from the last extension of bid, if any.
- c) In exceptional circumstances, prior to expiry of the original bid validity period, Client may request the bidder for a specified extension in the period of validity along with validity of Bid Security. The request and the responses thereto shall be made in writing or by fax or by e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required/ nor permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly.

1.12. AUTHORISATION LETTER

Authorisation Letter on letter head of the bidder firm, authorizing the person signing the tender documents to sign documents, make corrections/ modifications and interacting with WAPCOS Ltd. and acting as the contact person shall be submitted along with technical bid.

1.13. SUBMISSION OF TECHNICAL BID (OFFLINE)

The Bidder shall follow the procedure as indicated below:

- a) TECHNICAL BID shall be wrapped in an envelope addressed to
- b) Project Manager (North East), WAPCOS Limited, 3rd Floor, JB Complex, Ganeshguri, Dispur, Guwahati, Assam, duly super scribing on top, tender number, name of work and time and last date for submission. The envelope should also bear the name and address of the Bidder. ***The financial bid is not to be submitted physically. However, the same is only to be uploaded online.***
- c) No responsibility will be accepted by WAPCOS Limited for the misplacement or premature opening of a tender/ Bid, not sealed or marked as per aforesaid instructions.
- d) The last date for submission of completed tenders/ Bids is given in the NIT.
- e) WAPCOS Ltd. may, at their discretion, extend this date for the submission of tender by amending the Bid Documents, in which case all rights and obligations of WAPCOS Ltd. and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of tender.
- f) Technical Proposal shall be submitted by hand or through registered post or courier service at the address mentioned in the NIT. WAPCOS Limited shall not take any cognizance and shall not be responsible for delay/ loss in transit or non-submission of the tender in time.
- g) Technical Proposal sent telegraphically or through other means of transmission (Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS TO CONTRACT

1. GENERAL RULES AND DIRECTIONS

<p>General Rules & Directions</p>	<p>1.</p>	<p>The work proposed for execution by contract will be notified in a form of invitation to tender by publication in website as the case may be.</p> <p>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 as mentioned in NIT, 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.</p>
	<p>2.</p>	<p>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.</p>
	<p>3.</p>	<p>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.</p>
	<p>4.</p>	<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 paisa and considering more than fifty paisa 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</p>

		<p>& words on the total amount of tender or any section/sub head of the tender.</p> <p>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.</p>
	4B	<p>In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit revised online offer (through limited tender process) in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.</p> <p>In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.</p> <p>If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence WAPCOS & the lowest contractors those have quoted equal amount of their tenders.</p> <p>In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD, whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.</p>
	5.	<p>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 there upon 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</p>

		remitting the same, without any interest. if applicable
	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.
Applicable for Items Rate tender only	8.	<p>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.</p> <p>However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.</p>
Applicable for Percentage Rate /EPC tender only	9.	In case of Percentage Rate / EPC Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy
Applicable for Percentage Rate EPC tender only	10	In Percentage Rate /EPC Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. 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. 2.15P and in case of words,

		the word 'Rupees' should precede and the word 'Paisa' should be written at the end.
	11.	<p>The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period Specified. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank</p> <p>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 tendered value of the work and 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>
	12.	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.
	13.	GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same
	14.	The contractor shall give a list of WAPCOS employees related to him
	15.	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.
	16.	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.

	17.	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																				
	18.	The contractor shall submit list of works which are in hand (progress) in the following form:- <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name of Work</th> <th style="width: 25%;">Name and particulars where work is being executed</th> <th style="width: 15%;">Value of Work</th> <th style="width: 15%;">Position of works in progress</th> <th style="width: 15%;">Remarks</th> </tr> <tr> <th>(1)</th> <th>(2)</th> <th>(3)</th> <th>(4)</th> <th>(5)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </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)										
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	19.	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 Condition 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.	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- “Employer” shall mean “WAPCOS Limited”, A Government of India undertaking- Ministry of Jal Shakti for execution of the “Construction of New Academic Building in Assam Women’s University, Jorhat, Assam ” Having their Registered office at 5th Floor, Kailash, K.G. Marg, New Delhi-110001 India & include																				

	<p>their successors & permitted assigns as well as their authorized officer/ representatives.</p> <p>The “COMPANY /WAPCOS” shall mean WAPCOS Limited.</p> <p>Principal Employer/Owner” The Secretary, North Eastern Council Secretariat, who has appointed WAPCOS Ltd. as Implementing Agency for the work mentioned in NIT.</p> <p>“Bidder/Tenderer/Contractor/Supplier” 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 who are participating in Bidding process and will Execute the project after award of the Works as Contractor/Supplier. They should be an Indian Registered Company under Companies Act 1956/ 2013, Proprietorship Firm/ Partnership Firm</p> <p>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.</p> <p>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 works 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.</p> <p>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</p> <p>Accepting Authority shall mean the authority mentioned in NIT.</p> <p>Tenderer / Bidder shall mean the firm/party who intends to participate in this Notice Inviting Tender.</p> <p>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,</p>
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		<p>any acts of Government, damages from aircraft, acts of God, such as earthquake, lightning 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>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 the percentage mentioned in NIT to cover, all overheads and profits. Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.</p> <p>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 hereunder, with the amendments thereto issued up to the date of receipt of the tender.</p> <p>District Specifications means the specifications followed by the State Government in the area where the work is to be executed.</p> <p>The Contractor/Successful Bidder shall mean the firm or company whose bid has been accepted by WAPCOS.</p> <p>Tendered value means the value of the entire work as stipulated in the letter of award.</p> <p>"Contract Price" means the value of work executed under the Contract including tendered value, cost of extra items, cost of substituted items, cost of deviated items, works executed under the Contract excluding GST.</p> <p>Date of commencement of work: The date of commencement of work shall be the date of start as specified in NIT 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>
<p>Scope and Performance</p>	<p>3.</p>	<p>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.</p>
	<p>4.</p>	<p>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</p>

		or of the contract.
	5.	The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, 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:- <ol style="list-style-type: none"> 1. Description of Schedule of Quantities/ Building Components. 2. Particular Specification and Special Condition, if any. 3. Drawings 4. CPWD Specifications 5. 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.	<p>The letter of Award will be issued to the successful bidder within 21 days by WAPCOS which will be duly signed & stamped by the successful bidder as token of unequivocal acceptance and confirmation. Subsequently, successful bidder will submit the Performance Security of required value within time specified in Tender document. Thereafter, on a date and time mutually agreed upon, the successful Bidder or his authorized representative shall attend the office for signing of the Contract Agreement.</p> <p>The contract Agreement consisting of complete Tender Document along with all the documents Corrigendum/Amendments if any, Clarifications / Correspondences and any other documents as forming part of the contract. No payment for the work done will be made unless contract is signed by the contractor.</p> <p>Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.</p>

2. CLAUSES OF CONTRACT

CLAUSE 1: PERFORMANCE GUARANTEE

- i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the **tendered value** 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 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 on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government/WAPCOS the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- ii) The Performance Security shall be initially valid up to period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP) plus 1 year claim period beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Security extended to cover such enlarged time. The performance Security shall be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract including completion of the Defect Liability Period.
- iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the WAPCOS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- iv) 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.
 - a. 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 and shall be absolutely at the disposal of the WAPCOS.

v. On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

vi. This provisional completion certificate shall be recorded by the concerned Engineer-in-charge with the approval of the Regional Manager/Project Manager / Chief Engineer/Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest. However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

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 tendered value of the work. 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 cash or 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 there from, 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 cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the 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.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

Note-1: Government papers tendered as security will be taken at 5% (Five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A

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 or justified extended date of completion as per clause 5 (excluding any extension under Clause) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

i. Compensation for delay of work **with maximum rate @ 1.0 % (one percent) per week of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor**

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work for which a separate period of completion is originally given.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

In case no compensation has been decided by the authority during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non- achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

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, 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 un-workman 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 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 or section of work with individual Date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- 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.
- ix. 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.
- x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi. If the contractor assigns (excluding part(with the entire works or any portion thereof without the prior written approval of s) of work assigned to other agency(s) by the contractor as per terms of contract), 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 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 so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security deposit payable 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 including any new items needed to complete the 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 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 by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

- a) Tendered value of work is up to Rs. 1 Crore:15 days
- b) If the Tendered value of work is more than Rs. 1 Crore and up to Rs.10 Crore: 21 days
- c) If the Tendered value of work exceeds Rs. 10 Crore :30 days

Neither party shall claim any compensation for such eventuality. This Clause is not applicable for any breach of the contract by either party.

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 specified in the Tender or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the WAPCOS without prejudice to any other right or remedy available in law.

5.1 As soon as possible but within 7 (seven) working days of award of work and in consideration of

- a) Schedule of handing over of site as specified
- b) Schedule of issue of designs as specified,

The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. 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.

In case of non-submission of construction programme by the contractor,

- (i) The program approved by the Engineer-in-Charge shall be deemed to be final.
- (ii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
- (iii) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

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

1. force majeure, or
2. abnormally bad weather, or
3. serious loss or damage by fire, or

4. civil of workmen, strike or lockout, affecting any of the trades employed on the work, or
5. delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
6. non-availability of stores, which are the responsibility of WAPCOS to supply or
7. non-availability or break down of tools and Plant to be supplied or supplied by WAPCOS or

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 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.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events sub clause 5.2.

5.3 In case the work is hindered by the WAPCOS or for any reason / event, for which the WAPCOS is responsible, the authority as indicated shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub **clause 5.2** to the extent the delay is covered under sub **clause 5.2** the contractor shall be entitled to only extension of time and no damages.

5.4 Request for rescheduling of Mile stones or 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 forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Annexure-IV) respectively to the authority. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should

be available without causing any delay in execution of the work. A recovery shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the authority may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non- application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer- in- Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer- in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

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 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 6 A: 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 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, after getting the earlier MB cancelled by the WAPCOS. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. 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 Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

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 REGARD AS ADVANCE

No payment shall be made for work, estimated to cost Rs. two lac 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 Two Lac 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, 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, 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 after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer 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 five more 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 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(s) to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the WAPCOS from the date of expiry of prescribed time limit which will be compounded on yearly basis.

CLAUSE 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

CLAUSE 8: COMPLETION CERTIFICATE AND COMPLETION PLANS

that authority shall be final and binding on 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.

- a) Tendered value of work is up to Rs. 1 crore: 2 months
- b) If the Tendered value of work is more than Rs. 1 crore and up to Rs.10 Crore: 3 months
- c) If the Tendered value of work exceeds Rs. 10 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, cooperative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-à-vis the 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 the 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 analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by 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 the site for

conducting routine field tests. The lab shall be equipped at least with the testing equipment.

ACCEPTABLE MAKES OF MATERIALS:

S.NO.	NAME OF ITEM	MAKE APPROVED
1.	ORDINARY PORTLAND CEMENT GRADE 43/53, PORTLAND POZZOLONA CEMENT	JK, ACC, ULTRATECH, JAYPEE, AMBUJA
2.	WHITE CEMENT	JK, BIRLA, ACC, JAYPEE, AMBUJA
3.	REINFORCEMENT STEEL	TATA , SAIL, RINL, JINDAL, JSW STEEL, SRMB,
4.	PLY / BOARD / MDF	DURO, MERINO, GREEN PLY, AGNI , CENTURY
5.	LOCK/BRASS FITTING	DORSET, DORMA, OZONE, GODREJ, HARISON
6.	WALL PUTTY	JK/BIRLA
7.	STRUCTURAL STEEL/TUBULAR TRUSS	TATA , SAIL, RINL, JINDAL, JSW STEEL
8.	PAINT/POLISH/PRIMER/WATER PROOFING PAINT	BERGER, ASIAN, DULUX, NEROLAC
9.	POWDER COATING	AKZONOBEL, ASIAN
10.	EPOXY PAINT	FIBREX/BASF/ SIKA/FOSROC
11.	FLOOR & WALL TILE(VITRIFIED & CERAMIC)	KAJARIA, ORIENTBELL ,SOMANY, NITCO
12.	GLASS / MIRROR	ASAHI, SAINT GOBAIN, PILKINGTON, MODI GUARD
13.	CONSTRUCTION/ WATERPROOFING CHEMICAL, ADMIXTURES	ROFFE, FOSROC, SIKA, ULTRACON
14.	ANTI TERMITE	VAM ORGANICS, PYRAMID, TERMISOL
15.	GRID FALSE CEILING & WALL PARTITION	ARMSTRONG, DEXUNE, NEW AGE, HUNTER DOUGLAS
16.	GYPSUM WALL PARTITION/CEILING	BORAL, INDIA GYPSUM, GYPROC
	FLUSH DOOR	DURO, CENTURY, MERINO,

S.NO.	NAME OF ITEM	MAKE APPROVED
38.	Selector Switch	Kaycee/ L & T
39.	Current Transformer	Matrix/AE/Kappa
40.	Indicating Lamp	L & T/ Siemens/
41.	Protective Relays	L & T /Siemens/Schneider
42.	APFC Relay (Microprocessor based)	Syntron/ Enercon/ L & T/ Ducati
43.	Batteries	Exide/Amar Raja/OKAYA/LUMINOUS
44.	Battery Charger	Uptron/Voltstat Electronics
45.	L.T. / H.T. Cable	Polycab/ Havells/ Finolex
46.	DC Miniature Circuit Breaker	Schneider/Siemens/Polycab/ Legrand
47.	Cable Lug (Tinned Copper)	Dowells/ Multi/Capital
48.	Cable Gland	Peeco/ Commet/ Gripwell/ Power
49.	Main L.T. Panel, Capacitor Panel & Distribution Panel	SPC Electrotech/ Tricolite/ Adlec/ Application Control
50.	Cable Tray / Raceway	Pilco/CTM Engineers/KME/Slotco/Steelways
51.	Fire Extinguishers	Zenith/Minimax/Newage/ Cease Fire
52.	Energy Analyzer Meter	Conzerve/Elmeasure/Enersol
53.	Voltmeter & Ammeter	Conzerve/ Elmeasure/ Enersol
54.	Distribution Boards with Miniature Circuit Breakers, RCCB	Hager/Legrand/ polycab/L & T/ Havells
55.	PVC Insulated copper conductor single core Stranded wires of 650/1100 volt grade	Havells/finolex /Polycab
56.	Telephone Tag Block	Krone/ TVS R&M
57.	PVC Conduit	BEC/AKG/polycab/ RMCON/ ASTRAL
58.	M.S. Conduit	BEC/AKG / RMCON/ JINDAL
59.	Modular Switches & Sockets	Legrand/Havells/polycab

S.NO.	NAME OF ITEM	MAKE APPROVED
60.	LV System Wire	Siemens/Legrand/ Amp/ Havells/polycab
61.	TV/Telephone outlet	Siemens/Legrand/ Havells/polycab
62.	Data Outlet	Siemens/Legrand/ Havells/polycab
63.	Data Rack	Siemens/APW/Legrand
64.	Light Fixture	Philips/Havells/polycab/ wipro
65.	Lamps	Philips/ Havells/ polycab/ wipro
66.	Ceiling Fan	Orient/Havells/Crompton Greaves/Bajaj
67.	Exhaust Fan with louvers	Orient/Havells/Crompton Greaves/Bajaj
68.	Geyser	Havells/ Bajaj/V-Guard/ A-O Smith/ Jaguar/ Crompton Greaves
69.	Fire Alarm System	Notifier Honeywell/ Siemens/ Tyco/ Edwards/ Agni
70.	Presence Detector	Hagger/Legrand/Philips
71.	RCC Hume Pipe for Electrical Works	ISI Marked of Reputed Company
72.	PLC	Siemens/Allen Bradley
73.	Telephone / Co axial Wire	Polycab/finolex/Havells
74.	Professional LED Panel	Panasonic/ Samsung/Sony
75.	Public Address System	Honeywell/ Bosch/Tyco/Edwards
76.	D.G. Set (Engine)	Cummins/Catterpillar/Stamford/ Kirloskar
77.	D.G. Set (Alternator)	Stamford/ LerroySommer/ Catterpillar
78.	D.G. Accoustic Enclosure	Jakson/Sterling/CatterPiller/Sudhir
79.	H.T. Panel	ABB/ Schneider/Siemens/ Precision
80.	Transformer	ABB/ Schneider/Crompton/Kriloskar
81.	H.T. Termination Kit	Raychem/Denson
	Smoke Detectors	Notifier Honeywell/ Tyco/ Siemens

S.NO.	NAME OF ITEM	MAKE APPROVED
82.		Cerberus-Pro/Shrack
83.	Heat Detectors	Notifier Honeywell/ Tyco/ Siemens Cerberus-Pro/Shrack
84.	Manual Call Box	Notifier Honeywell/ Tyco/ Siemens Cerberus-Pro/Shrack
85.	Hooter/ Sounder	Notifier Honeywell/ Tyco/ Siemens Cerberus-Pro/Shrack
86.	Response Indicator	Notifier Honeywell/ Tyco/ Siemens Cerberus-Pro/Shrack
87.	Fire Panel	Notifier Honeywell/ Tyco/ Siemens Cerberus-Pro/Shrack
88.	Pa Amplifier	Honeywell/ Bosch/Heinrich/Aties
89.	Pa Speakers	Honeywell/ Bosch/Heinrich/Aties
90.	Line Matching Transformer	Honeywell/ Bosch/Heinrich/Aties
91.	Goose Neck Mike	Honeywell/ Bosch/Heinrich/Aties
92.	Inverter	Topaz International/ Luminous/ Hytes
93.	Camera With All Accessories	Axis / Inpulse/ Idis/ Bosch/Pelco
94.	Road Barrier	Nice/ Magnetics/ Godrej/ Ge/Came
95.	Card Reader	Sensormatic-Usa/ PNBorola / Honeywell(XIs- 3000)/Dds
96.	Monitor	Lg/ Samsung/Sony
97.	Multiplexer	Sensormatic Or Equivalent
98.	Sequencer	Alba/ Vantage
99.	Proximity Card	PNBorola/ Hughes/ Honeywell/Ge/Siemens/Hid
100.	Telephone Tag Block	Ctm Engg/Systimax/Schneider/Panduit
101.	Telephone Cables	Delton / Skytone/ Clipsal/ havells

S.NO.	NAME OF ITEM	MAKE APPROVED
102.	Co-Axial Cables	Finolex/ havells/ polycab
103.	Epabx	Alkatel/ Siemens/ Nec/ Avaya
104.	Cctv System	Axis / Impulse/ Idis/ Bosch/ Honeywell /Tyco
105.	Access Control System	Honeywell/ Siemens/Syris
106.	Nurses Call System	Amtek/Rauland/Afcon/Daksh
107.	Video Conference System	Polycom/Sony/Sysco
108.	Audio Processor	Bose/Bss/Clearone
109.	Bms Controller/Software Central Control Bms Server	Ibm/Hp/Dell
110.	Building Management System, Building management Web Based Server Software, Programmable & Application Specifier Controller	Siemens/Honeywell Ebi/Tyco
111.	Sensor & Field Devices Immersion Type Temperature Sensors, Flow Meter,Ultra Sonic Thermal Energy Meter , Outside T+Rh Sensor	Siemens/Kele/Sauiter Race
112.	Water Level Switches, Flame Proof Level Switches	Kele/ Veskler/Flipro
113.	Dc Voltage Transducer, Current Relay	Kele/Situ/Omicron
114.	Room Type Temp. Sensor, Co2 Sensor, Ambient Temp. Sensor	Siemens/Kele/Trane
115.	Co Sensor	Dwyer/Kale/Msr German
116.	Pressure Transmitter	Siemens/Trane/Omicron
117.	Differential Pressure Sensor	Siemens/Trane/Veskler
118.	Fire Suppression System	Siemens/Kidde/Tyco
119.	Service/ Passenger Elevators	Kone/Schindler/OTIS
PHE AND SANITATION MATERIALS		

S.NO.	NAME OF ITEM	MAKE APPROVED
120.	VITREOUS CHINA AND FIRECLAY SANITARYWARE WITH COVER	JAQUAR/HINDWARE/PARRYWARE / ROCA / KOHLER
121.	STAINLESS STEEL SINKS	JAYNA/ PARRYWARE/NEELKANTH/NIRALI
122.	C.P. FITTINGS & ACCESSORIES	JAQUAR/HINDWARE/PARKO/ROCA
123.	C.P. WASTE, SPREADERS, URINAL FLUSH PIPES	JAQUAR/ HINDWARE/ PARRYWARE/ROCA
124.	SS COCKROACH TRAPS, GRATINGS FOR FLOOR DRAINS, FLOOR TRAPS AND RAIN WATER GRATINGS	CHILLY/ JAYNA/ CAMRY
125.	SOIL, WASTE & FITTINGS (a) CENTRIFUGALLY CAST SPUN CAST IRON PIPES (IS:3989)	SKF/ NECO/BIC/ISI MARKS OF REPUTED COMPANY
126.	RCC PIPES	PRAGATI / JAIN SPUN/ ISI MARKS OF REPUTED COMPANY
127.	PVC/ CPVC PIPES & FITTINGS	ASTRAL/ ASHIRVAD /PRINCE/ FINOLEX /PRAKASH/ SUPREME
128.	HAND DRIER	JAQUAR/ HINDWARE/EURONICS
129.	BALL VALVES	ZOLOTO/ LEADER/ AIP
130.	RAIN WATER PIPES & FITTINGS UPVC PIPES AND FITTINGS	PRINCE/ SUPREME/ PRAKASH/FINOLEX/ ORI-PLAST
131.	WAFER TYPE BUTTERFLY VALVES	ZOLOTO/ LEADER/ AIP/DANFOSS
132.	WAFER TYPE NON-RETURN VALVES	ZOLOTO/ LEADER/ AIP/DANFOSS
133.	WATER METRES	CAPSTAN/KRANTI/KAYCEE/AQUA MET
134.	BALL COCKS	GPA/ DRP/ SANT/ L & K
135.	STONEWARE PIPES & GULLY TRAPS	PERFECT/ BURN/ RK
	C.I. MANHOLES COVERS AND	NECO/ RIF/ BIC/SKF/BIC/ ISI MARKS

S.NO.	NAME OF ITEM	MAKE APPROVED
136.	FRAMES	OF REPUTED COMPANY
137.	RCC MANHOLE COVERS & FRAMES	KK/ PRAKASH/ ISI MARKS OF REPUTED COMPANY
138.	FASTNERS	HILTI/ INTELLOTEC
139.	WATER HEATER	HAVELLS/ BAJAJ/CROMPTON GREAVES
140.	HOT WATER NEOPRENE INSULATION	KAIFLEX
141.	GATE/ FULLLL WAY VALVES AND GLOBE VALVES	LEADER/ZOLOTO/SANT
142.	AIR RELEASE VALVES	SANT/ LEADER/DANFOSS
143.	PIPECOAT	IWL LIMITED/ PYPKOTE
144.	C. I. PIPE	RIF, NECO, SKF
145.	G. I. PIPE	JINDAL, TATA, SWASTIK, GI PIPES INDIA, APL APOLLO, SURYA PRAKASH
146.	G.I. FITTINGS (MALLEABLE CAST IRON)	JINDAL / SURYA PRAKASH /DRP-M/ ZOLOTO-M/ UNIK
147.	M.S. FITTINGS (FORGED)	DRP/ VS
148.	OVERHEAD WATER TANK	SINTEX OR EQUIVALENT
149.	WATER COOLER	BLUE STAR/VOLTAS/GODREJ
150.	R.O WATER PURIFIER	KENT/ EUREKA FORBES
151.	WATER TREATMENT PLANT	ION EXCHANGE/THERMAX/ BRISANZIA

CLAUSE 10 B: SECURED ADVANCE ON NON-PERISHABLE MATERIALS –NOT APPLICABLE

(i) The contractor, on signing an indenture in the form in 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 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of the work, whichever is lower ,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.

(ii) 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.

MOBILISATION ADVANCE – NOT APPLICABLE

(i) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bonds not more than 6 in number from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

INTREST & RECOVERY -- NOT APPLICABLE

i. The mobilization advance in (ii) above bears simple interest at the rate of 10 percent of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment

ii. If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of

mobilization advance may be extended at the discretion of the Engineer-in- Charge.

CLAUSE 10C: PAYMENT ON ACCOUNT OF INCREASE IN PRICE / WAGES DUE TO STATUTORY ORDER – NOT APPLICABLE

If after submission of tender, if the price of any material incorporate in the work (excluding the material covered under clause 10 CA and/ or wages of labour increases as a direct result of the coming into force of any fresh ,law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), WAPCOS shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and/or labour engaged on the execution of the work after

the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer- in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory role and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.

CLAUSE 10CA: PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER – NOT APPLICABLE.

If after submission of the tender, the price of materials specified in BoQ increases/ decreases beyond the base price(s) as indicated in BoQ for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule „F“, this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal Chief Engineer. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-

Adjustment for component of individual material

$$V = P \times Q \times \frac{C - C_0}{C_0}$$

C₀

Where,

V = Variation in material cost i.e. increase or decrease in the amount of rupees to be paid or recovered.

P = Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in Tender. For Projects and Original Works

Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate

under clause 12.2

Clo = Price index for cement, steel reinforcement bars structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price⁴ of respective material. For other items, if any, , All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material.

CI = Price index for cement, steel reinforcement bars, structural steel and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, , All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost) shall be considered. Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause. If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

(ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

(iii) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

(iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.

(v) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.

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

If the prices of materials (not being materials supplied or services rendered at fixed prices by the WAPCOS in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall

accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract

including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.

The cost of work on which escalation will be payable shall be reckoned as below:

- a) Gross value of work done up to this quarter : (A)
- b) Gross value of work done up to the last quarter : (B)
- c) Gross value of work done since previous quarter (A-B) (C)
- d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter : (D)
- e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter : (E)
- f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)
- g) Advance payment made during this quarter: (G)
- h) Advance payment recovered during this quarter: (H)
- i) Advance payment for which escalation is payable in this Quarter(G- H): (I)
- j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)

Then $M = C+F+I-J$ $N = 0.85 M$

Cost of work for which escalation is applicable: $W=N$

i. Components for materials (except cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) labour, etc. shall be pre- determined for every work and incorporated in the conditions of contract attached to the tender papers. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

ii. The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) shall be worked as per the formula given below:-

Adjustment for civil component (except cement, structural steel, reinforcement bars, POL and other materials covered under clause 10CA) / electrical component of construction „Materials“

$$V_m = W \times X_m \times \frac{M_I - M_{I0}}{100 - M_{I0}}$$

100- M_{I0}

V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC X_m = Component of „materials“ (except cement, structural steel, reinforcement bars POL and other materials covered under clause 10CA) expressed as percent of the total value of work.

M_I = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

M_{I0} = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. Of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.

***Note: relevant component only will be applicable.**

iii. The following principles shall be followed while working out the indices mentioned in para (iv) above.

a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Engineer- in Charge/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months" interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such instalment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

iv. The compensation for escalation for labour shall be worked out as per the formula given below:-

Y LI-LI0

VL= W x ----- x -----

100 LI0

VL: Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W: Value of work done, worked out as indicated in sub-para (ii) above.

Y: Component of labour expressed as a percentage of the total value of the work.

LI: Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro-rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

LI0 : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

v. The following principles will be followed while working out the compensation as per sub para (vi) above.

a) The minimum wage of an unskilled Mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

c) Irrespective of variations in minimum wages of any category of labour, for

the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

vi. In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:

a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified.

b) b) The Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.

vii. **Provided always that:-**

(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.

(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

Note: Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10C, 10CA and 10 CC

The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, clause 10CA, and clause 10CC.

CLAUSE 10D: DISMANTLED MATERIAL WAPCOS/SIDCUL 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 of 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, AND ORDERS ETC

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions 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 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 tendered value sum being ordered, be extended, if requested by the contractor, as follows:

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

12.2 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) submit market rate claim rates, supported by proper analysis which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer-in-charge shall be binding and the Engineer-in-Charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved.

Deviation, 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).

Deviations, Deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down, 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 (as per invoice, vouchers from the manufacturers or suppliers submitted by the agency and duly verified by Engineer in Charge or his representative) and the contractor shall be paid in accordance with the rates so determined.

The prescribed time limit for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 45 days after submission of proposal by the contractor

without observation of the Engineer-in-Charge.

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, 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.

12.5 For the purpose of operation of Clauses, 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 meters above ground level or up to floor 1 level whichever is lower.

(ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.

(iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/ tanks and other elevated structures: All works up to 1.2 meters above the ground level.

(iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 meters 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 quoting 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 or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have

no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

ii) WAPCOS shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however WAPCOS shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by WAPCOS, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition. The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the WAPCOS as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the WAPCOS from the contractor under the terms of the contract

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended

date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

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 working 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 working 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 tendered 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.

(c) 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 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/Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer- in-Charge specifying the work, materials or articles complained of not with standing 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 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 lakhs 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. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

The defects liability period will be one year 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. For the item of water proofing roof treatment the Contractor will give guarantee bond for ten years. Similarly for other items, like electrical/mechanical equipment which have guarantee/warranty period beyond one year, wherever applicable as per manufacturer recommendations, will also be given guarantee bond by the Contractor to WAPCOS.

CLAUSE 18: CONTRACTOR TO 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. 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 portions 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 sub-section(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 comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. 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 fulfill 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

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.

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.

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 Central Public Works Department 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 wage 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.

(a) 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.

(b) 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.

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

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 sub-contractors. 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.

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. 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 as decided by the authority 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 hours,
- (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 as decided by the authority 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 as shown in Appendix -I and II, 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 as decided by the authority 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 as decided by the authority per day for each day of default subject to a maximum of 5 percent 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) (a) The minimum height of each hut at the eaves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7 sq. (30 sq.) for each member of the worker's family staying with the labourer.

(b)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.

(c)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.

(d)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 sun-dried

bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi 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.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) 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. The Engineer-In-Charge 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 upto 5% of tendered value of work may be imposed by WAPCOS whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the 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 CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi- skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to 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 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.

For work costing more than Rs.10 Crores, and up to Rs. 50 Crores, the contractor shall

arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be borne by the Government. The necessary space and workers shall be provided by the contractor and no claim whatsoever shall be entertained.

CLAUSE 19L: CONTRIBUTION OF EPF AND ESI (NOT APPLICABLE)

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

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 there under 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-in-Charge 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: LIFE CYCLE COST

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding three months after issue of notice by Engineer- in- Charge

CLAUSE 25: SETTLEMENT OF DISPUTES & ARBITRATION Amicable Resolution and Mediation

Save where expressly stated to the contrary in the Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the Contract including disputes, if any, with regard to any acts, decision or opinion of WAPCOS Limited Representative and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set out in Clause 25.1 [Amicable Resolution and Mediation] below.

25.1 [Amicable Resolution and Mediation]

Either Party may require such Dispute to be referred to a person nominated by each Party, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within [15 (fifteen)] days of such reference to discuss and attempt to amicably resolve the Dispute.

In the event that the Dispute in question is not resolved amicably within 15 (fifteen) days of such meeting between the Parties in accordance with Clause 25.1 [Amicable Resolution

and Mediation] either Party may refer the Dispute to arbitration in accordance with Clause 25.2 [Arbitration Procedure].

25.2 Arbitration Procedure

Save where expressly stated to the contrary in the Contract, any Dispute shall be finally settled by binding arbitration under the Arbitration and Conciliation Act 1996 by sole arbitrators appointed by CMD, WAPCOS.

Place of Arbitration

The place of arbitration shall be New Delhi.

English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act.

Performance during Arbitration

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

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

“Any dispute, Controversy of claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism:

- 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 my 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 weather interim or final, shall be made, and shall be deemed for all purpose between the parties to be made, in Delhi. The arbitration procedure shall be conducted in English language and any award or 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 of formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.”

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 there from, provided that the contractor shall not be liable to indemnify 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: LUMPSUM PROVISIONS IN TENDER

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

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 state/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

(i) 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 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 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 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. 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.

(ii) Department/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 WAPCOS 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 29B: EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR NOT PERMISSIBLE

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to WAPCOS a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation: - Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a Controlled Area by or with the approval of the Central Government

CLAUSE 30 : 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.
- iii. The water charges @ 1 % on tendered value shall be recovered if water supplied by Government/ Principal Employer is used by contractor

CLAUSE 30A: ALTERNATE WATER ARRANGEMENTS

The contractor shall be allowed to construct temporary wells in the proposed land for Construction for taking water for construction purposes only after he has got permission of the Engineer-in- Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 31: HIRE OF PLANT & MACHINERY

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work

CLAUSE 32: CONDITION RELATING TO USE OF ASPHALTIC MATERIALS –NOT APLICABLE

- 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 33: 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. Even of the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineers, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation.

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 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 34: LEVY / TAXES PAYABLE BY CONTRACTOR

i. GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and WAPCOS shall not entertain any claim whatsoever in this respect except as provided under Clause 35.

ii. The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

iii. 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

i v . 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 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 35: CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS

(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time.

(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, or variation or repeal of such 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 36: 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 37: 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 removed from the approved list of contractors of WAPCOS. If however the contractor is registered in any other department, he shall be debarred from tendering in WAPCOS for 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 38: 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 39: RETURN OF MATERIALS & RECOVERY FOR MATERIAL ISSUED

i. After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the WAPCOS for use in the work shall be calculated on the basis and method given hereunder:-

a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lap pages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.

c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead

and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.

d) For any other material as per actual requirements.

i. Over the theoretical quantities of materials so computed a variation shall be allowed as per Engineer-in Charge. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in- Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates, shall be final & binding on the contractor. For non-scheduled items, the decision of the Engineer-In-Charge regarding theoretical Quantities of materials which should have been actually used, shall be final and binding on the contractor.

ii. The said action under this clause is without prejudice to the right of the WAPCOS to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 40: 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 reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto 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 upto Rs.2,00,000/-- 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. (Air Raid precaution) 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 41: 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 there under 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 42: 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 43: INSURANCE

1. Requirements

Before commencing execution of works, 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.

2. Policy in Joint Names of Contractor and Employer

The policy referred to under sub-clause 43(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 43(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 44 : PREFERENCE TO MAKE IN INDIA

The provisions 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 be done accordingly.

Verification of Local Content i. 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(s) at which the local value addition is made. ii. 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 the 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.

CLAUSE- 45: RULE 144 (XI) IN GENERAL FINANCIAL RULES (GFRS) 2017

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. Bidder from a country which shares a land border with India” for the purpose of this Order means:- a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iii. The beneficial owner for the purpose of clause above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.
 2. “Controlling ownership interest” means ownership of or entitlement to more than twenty- five per cent. Of shares or capital or profits of the company;
 3. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 4. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 5. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone of together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
 6. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 7. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

iv. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority

SPECIAL CONDITIONS OF CONTRACT

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The Special Condition of Contract (SCC) shall be followed by the Contractor in addition to the General Condition of Contract (GCC) of tender document. The following General Condition of Contract of this tender are modified/added as detailed below. In case of any discrepancy between GCC and SCC, the SCC will succeed over GCC.

Clause No.	Description	Applicability/Modified/ Added
GENERAL RULES AND DIRECTIONS		
DEFINITIONS		
Added	Principal Employer/ Owner/Client means The Secretary, North Eastern Council Secretariat	
2(iii)	Work / Project Means: As Mentioned in NIT	
2(iv)	Site / Location Means As Mentioned in NIT	
2 (vi & vii)	Engineer-In-Charge & Accepting Authority Will be intimated to the successful Bidder at the time of issue of Notice to Proceed the works.	
2(xi)	Standard Schedule of Rates for works	Work will be executed as per the provisions of Delhi Schedule of Rates 2018/ State Schedule of Rates of Assam 2021
2(xvi)	Date of Commencement of work	7 days after date of award of Work (LOI)
CLAUSES OF CONTRACT		
Clause No.	Description	Applicability/Modified/ Added
Clause 1	Performance Guarantee a) Performance Guarantee. b) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance. c) Validity of Performance Guarantee	Applicable 5% of Tendered Value 21 days The Performance Guarantee shall be initially valid up to the stipulated date of

	d) Release of Performance Guarantee	completion plus 1 year claim period beyond that. Performance guarantee shall be returned to the contractor, without any interest after completion of DLP & successful handing over of the project and issuance of Completion Certificate by WAPCOS.
Clause 1A	Security Deposit	Applicable 2.5% of Tendered Value
	Release of security Deposit	Successful Completion of work
Clause 2A	Incentive for Early Completion	Not Applicable
Clause 3A	Start of Work	Not Applicable
Clause 5	Time and Extension for Delay	Applicable
	Number of days from the date of issue of letter of acceptance for reckoning date of start	7 days
	Stipulated time of completion of project	As Mentioned in NIT
Clause 7	Payment on Intermediate Certificate to be Regarded as advance	Not Applicable
Clause 7A (Added)	Payment	The Bidder (Contractor) acknowledges that under the present Tender and Work Order/ Contract Agreement (if work is awarded to bidder), WAPCOS is working as Central Agency for Implementing the Implementing the Project. Thus the bidder unconditionally acknowledges that the payments under the present Tender and Work Order/Contract Agreement (if work is awarded to bidder) shall be made proportionately by WAPCOS only on back to back basis i.e., after 45 days subject to receipt of payment from the Client. The Bidder also unconditionally agrees that in the event the, payment or part thereof, under the present Tender and Work Order/ Contract Agreement (if work is awarded to

bidder) is not received from Client, then WAPCOS &/or any of its Employee/ Officer shall not be responsible to pay any amount to Bidder. The said condition shall supersede any and all other conditions of Tender and Work Order/ Contract Agreement between the parties (if work is awarded to bidder).

All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by WAPCOS

S. No.	Milestone	Percentage Payment (not more than)
1.	Completion of Foundation Works including earthwork in excavation, PCC and RCC up to DPC/ First Floor Level and Completion of Reinforced Concrete Framework of the Unit including casting of beam, column, lintels, staircase and slab Second Floor Level	25
2.	Completion of Reinforced Concrete Framework of the Unit including casting of beam, column, lintels, staircase and slab Third Floor Level	15
3.	Completion of Foundation Works including earthwork in excavation, PCC and RCC up to DPC/ First Floor Level for Physiotherapy Block and Canteen Block.	15
4.	Completion of all walls, fixing in position of doors and windows/ventilators and Completion of Floor work, and Metal roofing work	15
5.	Completion of Electrical work, HVAC system, Water Supply and Sanitary System & Fire Extinguishing System and Completion of Interior and Exterior works	10
6.	Completion of Lighting and Lightening Protection works and External Sewerage	10
7.	Testing and Commissioning of Services	5
8.	Handing over of the Project to the Beneficiary	5

Note: 80% of Payment will be released as per milestones given above and remaining 20% of Payment for Execution of Works would be released as per BOQ items duly completed and detailed measurement taken/ acceptance as per IS Code.

Clause 12	Deviations / Variations Extent and Pricing	
	Clause 12.1	Not applicable
	Clause 12.2(a)	<p>Modified as “In the case of extra item(s) (items that are completely new and non-scheduled item in accordance with DSR 2018/SOR 2021), the contractor shall submit proper analysis on the basis of the market rates and as per the provision in DSR 2018/SOR 2021 and shall be paid in accordance with rate approved by WAPCOS.</p> <p>In case the extra item being the Scheduled Item in accordance with DSR 2018/SOR 2021, these shall be paid as per the provision in DSR 2018/SOR 2021 and as approved by WAPCOS. The final rate achieved in this case will be increased or decreased on same percentage as per the percentage of total cost quoted above or below by Contractor in respect of NIT cost, during tendering process.</p>
	Clause 12.2(b)	<p>Modified as “The specification mentioned in Tender may be substituted as per the requirement of Owner/ WAPCOS.</p> <p>In this case of substituted item(s) (scheduled item in accordance with DSR 2018/SOR 2021), these shall be paid as per the provision in DSR 2018/SOR 2021 and as approved by WAPCOS. The final rate achieved in this case will be increased or decreased on same percentage as per the percentage of total cost quoted above or below by Contractor in respect of NIT cost, during tendering process.</p> <p>In this case of substituted item(s) (that are completely new and non-scheduled item in accordance with DSR 2018/SOR 2021), the contractor shall submit proper analysis on the basis of the market rates and as per the provision in DSR 2018/SOR</p>

		2021 and shall be paid in accordance with rate approved by WAPCOS.
	Clause 12.3, 12.5	Not Applicable
Clause 17	Contractor liable for Damages, Defects during Defect Liability Period Defect Liability Period	Applicable Added/Modified: One (1) year from the date of successful completion of each component of the project and handing over to WAPCOS with all satisfaction & acceptance along with submission of all the required documents i.e. As- built drawings (minimum 5 sets), Inventory list, guarantee / warranty bonds, certificates & invoices of equipment, lock and key of each room and NoCs form various Departments.
Clause 25	Settlement of Disputes and Arbitration	Modified as: Any dispute, controversy or claims arising out of or relating to this Contract Agreement (Agreement that will be signed between WAPCOS and Bidder, if work is awarded to bidder), or the breach termination or invalidity thereof shall be settled through following mechanism: 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

		<p>meeting(s), then the aggrieved party shall mandatory resort to pre- litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.</p> <p>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.</p> <p>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).</p> <p>e) It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Bidder (Contractor) and SIDCUL being Principal Employer, thus in the event, any dispute arises under the Contract Agreement (Agreement that will be signed, if work is awarded to bidder) and referred to Arbitration for adjudication, then subject to corresponding clause in the Memorandum of Agreement between SIDCUL and WAPCOS, SIDCUL 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 SIDCUL. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.</p> <p>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</p>
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		<p>made, in Delhi. The arbitral procedure shall be conducted in English language and any award or 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.</p> <p>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 of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi."</p>
Clause 27	Lumpsum Provisions in Tender	Not Applicable
Clause 29B	Employment of coal mining or controlled area labour not permissible	Not Applicable
Clause 30B	Alternate water arrangements	Not Applicable
Clause 30	Return of surplus material	Not Applicable
Clause 39	Compensation During War Like Situation	Not Applicable
Additional Clause-	Minimum Amount of Running Account Bill	The Contractor shall periodically submit Running Account (RA) bills for the gross work done not be less than Rs 1.00 Crore for Construction. All running bills shall be accompanied with the Geo-tagged (GPS) clear photographs in sufficient number and angles illustrating the progress of work and for which claims raised in RA bill. The photographs shall be duly signed by the Contractor. The contractor shall submit the bill in the standard format agreed by the Client/ WAPCOS

1.0 ADDITIONAL CONDITIONS

period. The Contractor, his consultant, subcontractors of all tiers and suppliers thereof shall make available during the inspection with all records necessary to demonstrate that the Works have been executed in accordance with the Contract Agreement.

The Contractor shall also be responsible for consequential effects arising out during the inspection done by the third party from time to time and will take appropriate action for rectification of defective work. Rectification of defective works or replacement of substandard materials or articles, as pointed out by the third party authorized by Employer, will be carried out or replaced by the Contractor at his own risk and cost. The Employer will not pay any extra amount for such rectification or replacement

In the execution of work, the necessary test and its record will have to be kept available at the site for quality control by the executive organizations and its certified photocopy will have to be sent every month to the WAPCOS Limited, if any test is done by the technical staff of Client himself, for this necessary equipment and materials will have to be provided. The measurement of the work will be done in the presence of NEC / Government of Assam and/or WAPCOS Engineer. Accordingly NEC / Government of Assam and/or WAPCOS Engineer will sign the measurement book. The Contractor will be solely responsible for the quality of the work. If during the period of the work or even after the completion of the work, if there is a deficiency in the quality or quantity in the test done / conducted by NEC / Government of Assam itself or by the third party, then the contractor will be fully responsible and shall be bound to indemnify WAPCOS for any financial loss arising there from. If the work done is found to be sub-standard but acceptable in terms of quantity and quality, then WAPCOS will have the right to accept the work at the reduced rate accordingly and according to the actual quantity.

All Reinforced Cement Concrete work shall be design mix concrete of specified grade and initial design mix shall be carried out from the Govt. approved Laboratory/NABL accredited lab/ NIT/IIT.

The Contractor shall render all help and assistance in documenting the total sequence of this project by way of photography, videography, slides, etc. nothing extra shall be payable to the Contractor on this account.

Quoted amount 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 in any circumstances.

The contractor shall make his own arrangements for obtaining electric connection and water Connection/arrangement. The water charges and electricity charges as charged by Local Authorities will be paid by the Contractor. No dispute in this regard shall be entertained.

The contractor shall deploy the resources at site to start the construction after clearance from the Owner of the project and subsequent written approval from WAPCOS. No claim shall be entertained for idle labour, idle machinery, idle technical / non-technical staff, idle T&P if any, due to delay in start of the works.

Prior Approval from Fire Department & Electrical Department

Contractor shall take prior approval well in advance of electrical substation, layout, drawings, electrical equipment, solar installation drawings/documents etc. from concern Electrical Department/ local Authorities before order of procurement & commencing the Electric work. Contractor shall take prior NOC from Local Fire Department & submit the project drawings to

the Fire Department before commencing the construction works for checking and verification of fire department as per the fire norms of that particular region. After the completion of work, Contractor shall apply and provide final fire department NOC.

Approach Roads and Transportation of Equipment & Materials

Contractor will be permitted to use the existing roads in the establishment area for the purpose of transporting equipment and materials and for use of labour etc if Principal Employer permits the same. The Engineer-in-Charge, however, will not undertake to provide any approach roads to the actual site of work. It shall be the entire responsibility of the Contractor to provide and maintain such temporary approach roads including cross drainage works if any at his own cost for the purpose of movement of men, materials and equipment.

All the rules and regulations about the Labour working at site and mandatory as per the State Government and Central Government departments will be followed by the contractor. If any issue arises in this regard will be resolved by the contractor. Contractor is liable to extend the benefits as provided under the various statutory and labour laws and other relevant applicable laws to its workforce. EPF/ESI and other labour laws being followed by State/Central Government norms and further amendments time to time would be followed by contractor. WAPCOS will not be a party for the issues related to EPF/ESI. If any type of the miss-happening during the execution of the project (i.e. Injury/Mobilization/Loss/Theft etc.) & the responsibility of skilled and un-skilled labor or any legal matter involved in this matter in the concerned jurisdiction will be borne by Contractor only.

The Contractor shall dispose of all the dismantled materials, debris, garbage, waste outside of the campus of the works at his own cost and provide clear and clean site at the time of handing over the works

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.

The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Engineer-in-Charge.

The cost/rates quoted by the contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark, spot levels, construction of all safety and protection devices, barriers, earth embankments, preparatory works, all testing of materials working during monsoon, working at all depths, height and locations etc. unless specified in the schedule of quantities.

Royalty at the prevailing rates wherever payable shall have to be paid by the contractor on the boulders, metal, shingle, sand and bajri etc. Or any other material collected by him for the work direct to revenue authorities and nothing extra shall be paid by the department for the same.

The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable 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.

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.

Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in-built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.

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.

The contractor shall have to make approaches road 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.

No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P, Machinery brought to the site by him.

The terms machine batched, machine mixed and machine vibrated concrete used elsewhere in agreement shall mean the concrete produced in concrete batching and mixing plant and if necessary transported by transit concrete mixers, placed in position by the concrete pumps, tower crane and vibrated by surface vibrator /needle vibrator / plate vibrator, as the case may be to achieve required strength and durability.

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. Non-standard materials shall not be accepted.

The construction joints shall be provided in predetermined locations only as decided by Engineer in charge. The cost of shuttering for these construction joints shall be included in item of Concrete work / RCC work and nothing extra shall be payable on this account to the contractor.

The gradation of fine sand to be used in plaster work, shall be strictly as per standard specification. The plastered surface shall be fairly smooth without any undulation of any kind for applying paint/white wash.

No chase cutting/dismantling of plaster/RCC/CC shall be allowed, so contractor has to execute the electrical work accordingly.

The contractor shall invariably prepare the samples of finishing items i.e. flooring of different types, external & internal finishing i/c colour scheme of paint, tiles in dado, flooring in platforms & staircase, water supply & sanitary fittings and any other item 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.

One sample room complete in all shape for each category, shall be prepared by the contractor and got approved from Engineer-in-charge in writing. The contractor shall be allowed to proceed with further rooms only after getting the sample room 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.

The contractor shall establish a fully equipped site laboratory and shall provide electrically operated cube crushing and testing machine appliance at site, such as weighing, scale, graduated cylinder, standard sieves, thermometer, slump cones etc. all relevant tests for BMC / RMC as per prescribed IS codes in order to enable the Engineer in charge to conduct field tests to ensure that the quality is consistent with the prescribed specifications and nothing extra shall be paid on this account.

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.

The material shall conform to the quality and make as per attached list.

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. 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. Notwithstanding the case of materials of "Preferred Make" as given provisions of Clause 10A of the General Conditions of Contract for Central PWD works shall be applicable on the materials of "Preferred Make" also.

It must be ensure 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 standard 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.

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.

Special conditions for Cement

The contractor shall procure 43 grade Ordinary Portland Cement (conforming to IS : 8112), Portland Pozzolona Cement (confirming to IS : 1489 : Part –I) as required in the work, from reputed manufacturers of cement as per the list of approved makes or from any other reputed cement manufacturer, having a production capacity not less than one million tones per annum as approved by WAPCOS. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves

right to accept or reject name(s) of cement manufacture(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufactures, given by the tenderer, fully or partially. The cement brought to the site for execution of work shall be in bags bearing manufacturer's name & ISI marking. Weight of cement in each bag shall be 50 kg. Samples of cement arranged by the contractor shall be taken by the Engineer- in-Charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and it shall be removed from the site by the contractor at his own cost within 7 days of written order from the Engineer-in-Charge to do so.

Special Conditions for Steel:-

The contractor shall procure TMT bars of Fe500/Fe500D/Fe550/Fe550D grade (the grade to be procured is to be specified) from primary steel producers as per the list of approved makes or any other producer as approved by WAPCOS who are using iron ore as the basic raw material / input and having crude steel capacity of 2.0 Million tonnes per annum and above.

Removal of rejected/sub-standard materials.

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.

In case of works where a ready mix concrete (RMC) is stipulated to be used from an approved source/manufacturer, cement register need not be maintained. However, the computerized dispatch slips that are sent with each dispatch of RMC shall be kept as record.

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.

Contractor should hand over the warranty of the specialized items to the WAPCOS.

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.

Contractor shall not divert any advance payments or part thereof for any work other than that needed for completion of the contracted work. All advance payments received as per terms of

the contract (i.e. mobilization advance, secured advance against materials brought at site, secured advance against plant & machinery and/or for work done during interim stages, etc.) are required to be re-invested in the contracted work to ensure advance availability of resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of work.

In case of any inconsistency between clauses, the clause favourable/ beneficiary to the project will prevail; this will be decided by the owner and WAPCOS.

Payment will be made to the successful firm on monthly running bill.
Contractor will have no right for interest on payment, if delayed.

Bill to be submitted monthly: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid; a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list.

Ceremony/Inaugural Function

The contractor shall make all arrangements for Foundation Stone/ Ground Breaking Ceremony/Inaugural Function etc. for the project as required and the cost towards it deemed to be included in quoted cost by the contractor. Any expenditure already incurred/to be incurred by Employer on account of ground breaking ceremony/inaugural function etc, shall be recovered from the Contractor.

Setting out Base Lines and Levels

The Contractor shall establish at site the layout of each component of the work from base lines and grids established by the Employer and shall be responsible for all measurements in connection therewith. The Contractor shall, at his own expenses, furnish all stakes, templates, platform, equipment, ranges and labour that may be required in setting out or laying out any part of the work. The Contractor shall be held responsible for the proper execution of the work to such lines, levels and grids as may be established or indicated on the drawings and specifications. The Contractor shall check the bench marks and stakes existing at the site for laying out lines and levels. The Contractor has to construct and maintain proper bench marks at all salient locations/positions in order that the lines and levels may be accurately checked at all times. Theodolite/ Total Station, Levels, Prismatic Compass, Chain, Steel and FRP Tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor for use at site in connection with this work.

Operations and Storage Areas

All operations of the Contractor shall be confined to areas authorized by Engineer- In-Charge and storage of materials shall be over the areas specially indicated by the Engineer- In-Charge, WAPCOS. Materials like sand and metal of different sizes shall be stored in properly constructed bins with hard floor to avoid inter mixing as well as mixing with objectionable materials. The

SECTION – V

SCOPE OF WORK OF THE PROJECT

SCOPE OF WORK OF THE PROJECT:

5.1 SITE VISIT

Intending Bidder(s) have to visit site to inspect and examine the site at his own cost and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), 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.

The work covered under this scope consists of **Construction of New Academic Building in Assam Women's University, Jorhat, Assam. It includes**

- Construction of Academic Block
- A/Type Canteen
- A/Type physiotherapy Department
- Renovation of Administrative Block
- Electrical and Plumbing works

Note:

Executing Agency shall examine the structural stability of building before removal of any wall and structural change in basement as per their approved scheme. The executing agency should take approval if any change suggested in approved scheme.

The Contractor must aware about location of the proposed works, surrounding local condition where works are to be carried out, Encroachment by local people and its consequence which may affect the progress of works. Accordingly, Contractor shall submit BID considering all these aspects 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 construction works. No claim shall be entertained for idle labour, idle machinery, idle technical / non-technical 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 also submit report on completed work along with drawings of completed **(As-Built Drawings)** work and including photographs of works.

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 prefab panel, 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 after prior approval from Engineer in Charge and provide clear and clean site at the time of handing over the works.

5.2 Design & Development

Detailed designs to be developed from the concept plans conforming to all Norms, Bye-laws, and the latest versions of relevant IS codes.

Norms & Bye-Laws

- National Building Code of India 2016
- Draft Document 2013 (National Disaster Management Guideline - Guidelines of a MCE Mass Casualty Event)
- Planning a Barrier Free Environment, Office of the Chief Commissioner for persons with Disabilities
- All new rules & regulations for Solid Waste Management
- Latest Building rule (KMBR rule)

- Relevant IS Codes
- PCB norms

5.3 Tender Drawings:

The tender drawings are for e-Tender Purpose only and are intended as a guide to the Bidder / Contractor and give general layout of buildings and general information of the structures and general positions of utilities, services and equipment. The Drawings and Specifications provide an indicative requirement of the works and general design principles and shall be developed, tested and warranted to comply with the design & drawings, specified performance criteria and requirements, and relevant statutory and project requirements.

The bidder/contractor shall prepare their designs & drawings based on the drawings and Designs provided in the tender document. The master plan shall not be varied without the approval of the Engineer-In-Charge. The drawings of the respective buildings/ blocks, as provided in the tender documents, shall also be followed unless there is a requirement for their modification/correction as per the requirement of the statutory byelaws, and, changes, if any required, due to structural designs consideration shall also be incorporated with the approval of the Engineer-In-Charge. This shall also hold well in respect of drawings/SLD/schematic/P&I diagrams/ drawings for Services Components. All relevant modifications/revisions as required are to be done by the contractor at his own cost and any claim raised by the contractor in this regard shall not be valid in this contract and shall not be accepted by the WAPCOS.

5.4 Design

The Design and Drawings provided to the bidders are to ensure a clear understanding of the building design standards and other associated parameters that the Client/ WAPCOS wishes to achieve for different components of the project. While the Client/ WAPCOS is keen to see innovation, the required standards of design must be achieved. Contractors shall outline the means by which they will ensure design quality and the design objectives, which have influenced their scheme. This shall include details of how the Client/ WAPCOS's objectives are to be achieved.

5.4.1 Statutory, Industry, and Local Standards:

The following standards shall apply unless otherwise stated:

- Standards set out in the National Building Code of India 2016
- Relevant Development Control Rules/Planning Act/Development Act/Municipal Act/ any other applicable statutes and local bye-laws
- National Electrical Code, 2011

- Indian Electricity Act 2003
- Bio-Medical Waste (Management & Handling) Rules 1998
- Requirements of the local Water Supply Company, Electricity Supply Company/Department
- Requirements of the Pollution Control Board, Fire Department, Aviation authorities, and other statutory authorities, as applicable
- Requirements of any other standards and bye-laws as applicable.

5.4.2 Preliminary & Detailed Design:

Based on the details provided, as mentioned above, the Contractor shall prepare a preliminary & detailed design of all the components & services including external development and these shall be in conformity with the Tender drawings, Technical Specifications, Design Basis Report, and other standards set forth in the contract document subject to applicable statutory bye-laws/ regulations as listed below:

- a. Topographic Site Survey and Sub-Soil Investigation & submission of Site Survey Report & Sub-Soil Investigation Report to WAPCOS.
- b. Preparation & submission of Preliminary & Detailed Architectural design /drawings of various buildings & blocks including preparation of Site Plan, Structural designs & drawings with complete services etc. in conformance with the Master Plan & other Tender drawings, Design Basis Report & General specifications for the work provided in the Tender Document with complete foundations and sub-structure / structure with all furnishings and interiors including acoustics treatment, as required. The Contractor shall ensure that the drawings shall meet the requirements of the local bye-laws/ statutory bodies etc.
- c. The contractor shall prepare complete structural design drawings for foundations, superstructure, services, and other structures to be provided/constructed, as per the provision contained in IS Codes /NBC 2016, taking into consideration the protection against seismic forces required for earthquake resistance structures. The shear walls, due to structural requirement shall be provided, as required.
- d. The structural drawings shall be got approved from Engineer-in-Charge. The contractor shall ensure proof checking of structural designs and drawings from IIT/NIT or other Govt. Institutes as approved by WAPCOS. After approval of the structural drawings by Engineer-in-Charge, if any modification in design/drawing is needed, as per site conditions, the Contractor shall do /re-do without any extra cost.
- e. Setting up a Testing Laboratory at site equipped with the necessary apparatus needed for day to day testing of construction materials during construction period as directed by the Engineer-in-charge.
- f. Obtaining approval of WAPCOS/ Client for all the Detailed/Preliminary Architectural, Structural & Services drawings & designs.

- d. All similar equipment, materials, removable parts of similar equipment etc. shall be inter-changeable with one another.
- e. The contractor shall submit to the Engineer-in-charge for approval details of all proposed materials, equipment, accessories, equipment characteristics and capacity details of all equipment, accessories and devices etc. as per the specifications and obtain approval of the Engineer-in-charge.

5.7 Project/ Work Execution/Construction:

5.7.1 Commencement of work.

The commencement of work is to be reckoned as per Clause mentioned in the Special Conditions of Contract (SCC). The work is being executed as per EPC mode. It is anticipated that the Contractor shall be taking up planning and design activities, and mobilization for initial two months, before any construction can commence at the site. No extension of time whatsoever shall be granted on account of planning and design & mobilization activities or delay if any, accruing on account of these activities.

5.7.2 Handing Over and Clearing of Site:

- a. The site of work is available.
- b. The contractor is required to arrange the resources to complete the entire project within the total stipulated time. Traffic diversion, if required, is to be done and maintained as per requirement of the traffic police and / or as per specifications, by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.
- c. There may be some services crossing the earmarked area of the project premises. The scope of work includes dismantling of services, if any, falling in the construction area and supporting/shifting & making functional existing services/sewerage and water supply lines etc. The contractor shall properly take care & safe guard the all the existing services in the area affected by the construction.
- d. Necessary arrangement including its maintenance is to be made by the contractor for temporary diversion of flow of existing services, drain(s) and road(s) etc., as the case may be. The existing services, drain(s) and road(s) etc., would be demolished, wherever required with the progress of work under the scope of proposed project. The existing services, drain(s) and road(s) etc., which are not in the alignment of the said project but are affected and / or need to be demolished during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own cost. The cost to be incurred by contractor in this regards

shall be deemed to be included in the quoted rates and contractor shall not be entitled for any extra payment whatsoever in this regard.

- e. The information about the public utilities (whether over ground or underground) like electrical/telephone/water supply/sewerage lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation.
- f. The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/re-alignment of existing public utilities. WAPCOS/Client shall only assist the contractor for liaising in obtaining the approval from the concerned authorities.
- g. Any services affected by the works must be temporarily supported by the contractor who must also take all measures reasonably required by the various bodies to protect their service and property during the progress of works. It shall be deemed to be the part of the contract and not extra payment shall be made to the contractor for the same.
- h. If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The Contractor must take permission from the different statutory/ Govt. 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.
- i. The Contractor shall be responsible for the watch and ward / guard of the buildings safety, fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.

5.7.3 Construction of Building & Infrastructure

Based on the Concept Designs, Design Basis Report and other drawings, Technical Specifications and other documents given in the tender, approved Good for Construction Drawings/ Shop Drawings, Finishing /Flooring Schedule, approved makes of materials/equipment, Schedule of Doors / Windows fittings & fixtures, Schedule of Plumbing/Sanitary Fittings /Fixtures, Scale of amenities, the Construction of buildings, associated infrastructure & external development work & services, including retaining wall ,parking area, connecting bridge shall be carried out and completed by the Contractor in a phased schedule as specified in the tender document.

5.8 The Contractor shall take all precautionary measures to safeguard safety measures against any accidents for the Contractor's employees, labour, public, and staff of WAPCOS/Client by providing all necessary safety equipment, helmets etc. at work site.

5.9 The scope of work includes cost of all materials, manpower, equipment, T&P fixtures, accessories, royalties, taxes, watch & ward, and all other essential elements for completion Any change, modification, revision etc. required to be done

by WAPCOS/Client, local bodies, proof consultants, GRIHA Council etc. in accordance with applicable standards and bid document will have to be done at Contractor's cost and nothing extra shall be payable.

5.10 Approval of Engineer of Client/WAPCOS at any stage of planning, design and construction of the project will not absolve the ingrained responsibility of the Contractor to execute the construction flawless and at par excellence and, if any aspect contrary to this owning up of responsibility is glaring, the Contractor will be held liable for such gross deviation.

5.11 The work shall be executed in accordance with the drawings /design approved by WAPCOS which are prepared by the Contractor in conformity with the scope of the project & specifications, standards and statutory requirements. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Engineer-in-charge.

5.12 The Engineer-in-charge may in his absolute discretion and from time to time review the drawings/ designs & approve drawings/ designs and/or written instructions, details, directions and explanations, in regard to:

- a. The variation or modification of the drawings, design, quality or requirement of works or the addition or omissions or substitution of any item.
- b. Any discrepancy in the drawings or between the requirement of works and /or drawings and/or specifications.
- c. The removal from the site of any material brought thereon by the contractor and the substitution of any other material thereof.
- d. The removal and/or re-execution of any works executed by the contractor.
- e. The removal of any persons employed by the contractor on the site.
- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects noticed during or after execution of the work.

5.13 The contractor shall be solely responsible for the means, methods, techniques sequence and procedure of construction. The Contractor shall be responsible to see the completed work complies accurately with the Contract requirements. The Contractor shall provide all necessary superintendence during the execution of the Works as per contractual provisions.

- a. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. Contractor agrees and undertakes that the construction shall be completed within the Project Completion Schedule and any extension of time granted according to the provisions of this Agreement.
- b. The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and complete the Works & remedy any defects therein in accordance with the Contract. The Contractor shall provide all labour, including the supervision thereof, materials, Constructional Plant and Machineries and all other things, whether of a temporary or permanent nature, required in and for such execution, completion, maintenance and remedying of any defects,

so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

- c. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the requirements/ satisfaction/ direction of the Engineer-in-charge and no deviation of any account will be permitted.
- d. The Contractor shall have to use materials from the makes / manufacturers specified in the list of materials of approved brand and/or manufacture contained in the contract documents and as approved by the Engineer - in- Charge. Wherever different pattern/ Design/ Quality of materials with same specification/ make as specified in the contract, is available in the market, Engineer-in-Charge will approve the pattern/ Design/ Quality of the material/ item which shall be final and binding on the contractor. The contractor shall supply samples of all the materials / fittings / fixtures proposed to be used in the work and obtain approval of the Engineer - in- Charge. These samples shall be retained at site till completion of the work. If subsequently it is found that approved material upon testing does not meet the requirement as specified in the contract the contractor shall get approval of alternate material.
- e. The Contractor shall make provision of hangers, sleeves, structural openings and other requirements during construction to avoid holding up progress of the construction schedule. The Contractor should ensure that the structure is designed for additional loads or cut outs. Subsequent Cutting of holes in the RCC structural members /slab shall not be allowed.
- f. The contract items comprise of furnishing of all materials, equipment, labour & transportation etc. Necessary to render the installation / item fully operational as per the intent of specifications and drawings, including any necessary adjustment or corrections. Further the installation / item shall be in conformity with local laws and manufacturer's instructions applicable.

5.14 Operation & Maintenance:

Upon completion of supply, installation, testing & commissioning of all works, the Contractor shall furnish the necessary skilled/unskilled/semi-skilled personnel for operating the entire installations including existing structure for a period of thirty (30) working days which is included in the completion period of respective milestones/phases.

5.15 Descoping

WAPCOS/Client is authorized to descope any item at any stage of the work. The amount for descoping shall be worked out based on the breakup of the financial bid. No extra claim will be entertained in this regard.

5.16 Execution

All the work must be executed as per CPWD specifications /IS codes and the method statement shall be got approved by EIC before execution.

CONDITIONS OF CONTRACT- GENERAL

1. General

1.1. Force Majeure:

Any failure or delay in the performance by either party hereto of its obligations under his Contract shall not constitute a breach thereof or give rise to any claims for damages if, and to the extent that it is caused by occurrences beyond the control of the party affected, namely, acts of God, floods, explosions, wars, riots, storms, earthquakes, insurrection, epidemic or other natural disasters. The party so affected shall continue to take all actions reasonably within its power to comply as far as possible with its obligations under this Contract. The affected party shall promptly notify the other party after the occurrence of the relevant event and shall use every reasonable effort to minimize the effects of such event and act in all good faith with due care and diligence.

1.2. Compliance with Statutes, Regulations, etc.

The contractor shall conform to the provisions of all statutes, ordinances laws, acts of the legislature relating to the works, and to the regulations and by-laws of any local or other duly constituted authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected. The Contractor shall keep the WAPCOS indemnified against all fines or penalties or liability of every kind for breach of any such statutory ordinance, law act of the legislation, regulations, and byelaws as aforesaid.

The contractor shall before making any variations from the drawings or specifications that may be necessitated by such regulations, give to the Engineer- in- charge written notice, specifying the variation proposed to be made and the reasons for making it and apply for instructions thereon. The contractor will not execute any work without written permission from the Engineer-in- charge.

The contractor shall bring to the attention of the Engineer-in-charge any specific requirement of the local authorities or any notice required for execution by virtue of such acts, regulations or bye-laws of such authority, or public office. All fees that may be chargeable in respect of these works shall be reimbursed by the WAPCOS on production of authorized receipts.

1.3. Boreholes & Exploratory Excavation

If, at any time during the execution of the Works, the Engineer-in-charge shall require the Contractor to make boreholes or to carry out exploratory

excavation, such requirement shall be ordered in writing and shall be deemed to be an additional ordered under the provisions unless a provisional sum in respect of such anticipated work shall have been included in the schedule of items.

1.4. Fossils, Etc.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be the property of the WAPCOS/ CLIENT/ Government.

1.5. Absence of Specifications

If the user requirements, specifications etc., do not contain particulars of materials and works which are necessary for its proper execution, all such materials shall be supplied and item shall be executed by the Contractor without extra charge and if the Contractor requires any information, he shall request in writing well in advance to commencement of the particular work to the Engineer-in-charge who will clarify the issue within a reasonable time.

1.6. Works by Other Agencies

The Engineer-in-charge reserves the right to use premises and any portion of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons simultaneously, and the contractor shall allow the reasonable facilities for the execution of such work, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the other agency. Such work shall be carried out in a manner so as not to impede the progress of the works included in the contract, the contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

The contractor shall co-operate with other agencies working in the same project, and coordinate his plans and time schedules so that there will be no interference. The Contractor shall forward to the Engineer-in-charge all correspondences and drawings exchanged. Failure to check plans for conditions will render the Contractor responsible for bearing the cost of any subsequent changes found necessary or damages done.

The Engineer-in-charge shall not entertain any claim on account of the Contractor affording necessary facilities to execute the work simultaneously with other agencies executing the works for the same project.

1.7. Quality Assurance

1.7.1. Quality Assurance Programme

The Contractor shall ensure that the Construction, Plants, Goods & Materials and workmanship are in accordance with the requirements

specified in this Agreement, Specifications and Standards and Good Industry Practice.

Sources of Materials being supplied shall be intimated to the Engineer and are subject to his approval. Materials that are not specified in the Contract document shall conform to the relevant Indian Standards or in their absence conform to any International Standard approved by the Engineer.

To ensure that the equipment and services under the scope of this Contract whether manufactured or performed within the Contractor's works or at his sub-contractor's premises or at the WAPCOS's site or at any other place of work are in accordance with the specifications, the Contractor shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be outlined by the Contractor and shall be finally accepted by the WAPCOS after discussions before the award of Contract. A quality assurance programme of the contractor shall generally cover the following:

- His organization structure for the management and implementation of the proposed quality assurance programme
- Documentation control system.
- Qualification data for bidder's key personnel.
- The procedure for purchases of materials, parts components and selection of sub-contractor's services including vendor analysis, source inspection, incoming raw material inspection, verification of material purchases etc.
- System for shop manufacturing and site erection controls including process controls and fabrication and assembly control.
- Control of non-conforming items and system for corrective actions.
- Inspection and test procedure both for manufacture and field activities.
- Control of calibration and testing of measuring instruments and field activities.
- System for indication and appraisal of inspection status.
- System for quality audits.
- System for maintenance of records.
- System for handling storage and delivery.
- A quality plan-detailing out the specific quality control measures and procedures adopted for controlling the quality characteristics relevant to each item of equipment furnished and/or services rendered.

1.7.2. Quality Assurance Documents

The Contractor shall be required to submit the following Quality Assurance Documents within three weeks after dispatch of the equipment.

- All Non-Destructive Examination procedures, stress relief and weld repair procedure actually used during fabrication and reports including radiography interpretation reports.

- Welder and welding operator qualification certificates.
- Welder's identification list, listing welders and welding operator's qualification procedure and welding identification symbols.
- Raw material test reports on components as specified by the specification and/or agreed to in the quality plan.
- Stress relief time temperature charts/oil impregnation time temperature charts.
- Factory test results for testing required as per applicable codes/ mutually agreed quality plan/standards referred in the technical specification.
- The quality plan with verification of various customer inspection points (CIP) as mutually and methods used to verify the inspection and testing points in the quality plan were performed satisfactorily.

1.8. Additional Conditions of National Green Tribunal

- I. The Contractor shall not store/ dump construction material or debris on the metaled road.
- II. The Contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metaled road. This area shall not cause any obstruction to the free flow of traffic /inconvenience to the pedestrians. It should be ensured by the Contractor that no accidents occur on account of such permissible storage.
- III. The Contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.
- IV. The Contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like material like cement, sand and other allied material are fully covered. The Contractor shall take every necessary precaution that the vehicles are properly cleaned and dust free to ensure that en-route their destination, the dust, sand or any other particles are not released in air/contaminate air.
- V. The Contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- VI. The Contractor shall ensure that C&D waste site only and due record shall be maintained by the Contractor.
- VII. The Contractor shall compulsory use of wet jet in grinding and stone cutting.
- VIII. The Contractor shall comply with all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010 with subsequent amendments, if any, issued by the concerned Ministry.
- IX. The Contractor shall carry out on- Road-Inspection for black smoke generating machinery. The Contractor shall use cleaner fuel.

- X. The Contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 Kmph. Speed bumps shall be used to ensure speed reduction. In case where reduction speed cannot effectively reduce fugitive dust, the Contractor shall divert traffic to nearby paved areas.
- XI. The Contractor shall ensure that the construction material is covered by tarpaulin. The Contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
- XII. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The WAPCOS/Client shall carry out cost benefit ratio analysis of the same.
- XIII. Wind breaking wall around construction site.
- XIV. As per EIA Notification of 2006, sufficient green belt around the building shall be provided. Such green belts shall be in existence prior to applying for occupancy certificate and handing it over.
- XV. The Contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and / or other similar material to ensure that no construction material dust fly outside the plot area. The WAPCOS shall take such item in the schedule of quantity to ensure that the construction activity does not cause any air pollution during course of construction and/or storage of material or construction activity.
- XVI. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The WAPCOS shall carry out cost benefit ratio analysis of the same. Based on the benefit ratio analysis, the WAPCOS shall include the item of paving of path in schedule of item which can be utilized as a permanent path for client after construction of project.
- XVII. It shall be ensured that C& D waste is transported from the site in after keeping due record on behalf of Engineer-in-charge. The C& D waste shall only be dumped at sites declared as Dumping ground and having arrangements for recycling of C& D waste in the region.
- XVIII. Any violation of orders of MoEF including guidelines of State Government, SPCB or any officer of any department shall lead to stoppage of work for which Contractor shall be responsible and no hindrance shall be accounted in this regard.

1.9. Intellectual Property Rights and Royalties

- I. Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the WAPCOS, his successors and assignees a royalty-free, non-exclusive and irrevocable licence (carrying the right to grant sub-licenses) to use and reproduce any of the works, designs or inventions

incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works).

- II. If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the WAPCOS and the Contractor shall grant to the WAPCOS a non-exclusive irrevocable and royalty-free license (carrying the right to grant sub-license) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use.
- III. If the Contractor uses proprietary software for the purpose of storing or utilising records the Contractor shall obtain at his own expense the grant of a license or sub-license to use such software in favour of the WAPCOS and shall pay such license fee or other payment as the grantor of such license may require provided that the use of such software under the license may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.
- IV. The Contractor's permission referred to above shall be given, inter alia, to enable the WAPCOS to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation for a third party to undertake the performance of services for the WAPCOS in respect of such programmes and documentation.
- V. Any software is developed under the Contract or used by the Contractor for the purposes of storing or utilizing records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the WAPCOS (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute.
- VI. The WAPCOS reserves the right to use other Software on or in connection with the Works.

1.10. Obtaining Information's related to Execution of work:

No claim by the Contractor for additional payment will be entertained which in consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any mis-understandings or the obtaining of incorrect information or the failure to obtain information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

(a) No part of the works shall be covered up or put out of view without the written approval of the Engineer-in-charge and the contractor shall give due notice to the Engineer-in-charge whenever any such work or foundation is or ready or about to

be ready for examination and the Engineer-in-charge shall, examine and measure any work before it is covered up or put out of view and to examine foundations before further work is placed thereon.

(b) Uncovering and making openings

The contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer-in-charge may direct from time to time and shall reinstate and make good such part or parts to the satisfaction of the Engineer-in-charge at his own cost.

1.11. Examination of work before covering up:

(a) No part of the works shall be covered up or put out of view without the written approval of the Engineer-in-charge and the contractor shall give due notice to the Engineer-in-charge whenever any such work or foundation is or ready or about to be ready for examination and the Engineer-in-charge shall, examine and measure any work before it is covered up or put out of view and to examine foundations before further work is placed thereon.

(b) Uncovering and making openings

The contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer-in-charge may direct from time to time and shall reinstate and make good such part or parts to the satisfaction of the Engineer-in-charge at his own cost.

1.12. Miscellaneous:

a. Tax Deduction at Source

All Taxes and surcharge as applicable on date shall be deducted from the amount due to the Contractor towards the value of the work done. TDS certificate thereof shall be issued to the Contractor.

b. By-Laws of Statutory Authorities

The Contractor and his labour shall not violate municipal /sanitation /health or any other byelaws.

c. Delay in starting the work

No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, encroachment or in the case of clearance of works, on account of any delay in according sanction to estimates in issue of drawings, decisions etc. However, the extension of time shall be granted as per relevant conditions of Contract.

d. Site instruction book

For the purpose of quick communication between Engineer-in-charge and the Contractor or his representative, site instruction book shall be maintained at site as described below:

Any communication, relating the works may be conveyed through instructions in the site instruction book. Such a communication from Engineer-in-charge to the Contractor shall be deemed to have been adequately served in terms of the contract

once the entries are made and signed by the authorized representative of the contractor. For this purpose the contractor should authorize one of his employees on the site itself. Site instruction book shall have machine numbered pages and shall be carefully maintained and remain under custody of Engineer-in-charge. The contractor can also avail of the site instructions book for urgent communication with Engineer-in-charge. Any instruction which Engineer-in-charge may like to issue to the Contractor may be recorded by the Engineer-in-charge in site instruction book.

e. Signages

The Contractor shall provide at his own cost, sign board(s) at directed location(s) having overall size preferably 2 metre by 4 metres, or any other size, indicating name of the project, and a three-D view of the project as well as the name of the Contractor and the CLIENT and WAPCOS with addresses, cost of the Project, date of start & completion, as approved by Engineer-In-Charge. The signboard should be illuminated during night.

- f. No idling charges or compensation shall be paid for idling of the contractor's labour, staff or P&M etc. on any ground or due to any reason whatsoever.
- g. The Contractor shall mobilize and employ sufficient resources for completion of all the works within the stipulated time period as per agreement and as indicated in the approved Bar Chart/ Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by Engineer-in-charge.

2. Contract Price and Payments

2.1. The bidder shall quote their rates in the prescribed format as per "Section-9-FINANCIAL BID" of the tender documents. The quoted rates shall be inclusive of all costs towards site visits, planning, designing, site surveys, soil investigations all material, labour, plant and machinery, tools and tackles, batching plant etc. including water & electricity, overhead charges, all taxes (excluding GST), duties, levies statutory charges / levies applicable from time to time and others as specified etc., incidental works and all other charges for items contingent to the work, such as inspection, packing, forwarding, insurance, freight and delivery at Site, watch and ward of all materials & successful installation, testing & commissioning at site etc, including handing over of the works to the Client/ WAPCOS.

Royalty, whenever payable, shall be borne by the contractor on the boulders, metal, shingle, sand and bajri etc., or any other materials collected by him for the work direct to the revenue authority of the District / State Government concerned and nothing extra shall be payable on this account.

The words "as specified", "as described", "as shown", "as directed", or "as approved", shall mean as described in the specifications, Schedule of Quantities and other Contract documents as shown on the drawings or as directed by Engineer-in-Charge.

2.2. The payments shall be made on the area basis with respect to each building. The area for the purpose of payment shall be the plinth area actually constructed.

2.3. Submission of bill Statement for Works

- a) The Contractor shall submit detailed project schedule in MS Project within 15 days of award of work, for approval by the Engineer - in- Charge. All the payment shall be made based on the Approved WBS in MS project.
- b) The WAPCOS shall make interim payments to the Contractor as certified by the WAPCOS's Engineer on completion of a stage, as specified and valued in accordance with the proportion of the Contract Price assigned to each item and its stage in the Contract Document.
- c) The interim payment shall be made on "Pro rata basis" and shall be worked out on the percentage of work done out of total scope of work under their activity/item.
- d) The Contractor shall base its claim for interim payment for completed till the end of the month for which the payment is claimed, valued in accordance with the above sub-Clause, supported with necessary particulars and documents in accordance with this Agreement.
- e) The proportion assigned to an item will apply only to the Contract Price stated in this Agreement. It shall not apply to any additions or reductions to the Contract Price arising from the issue of any Order for Change of Scope.
- f) The Contractor shall submit interim RA bill, within the time stipulated as per General Conditions of Contract to the Engineer-In-Charge in the form as directed, showing the amount calculated to which the Contractor considers himself entitled for completed Works. The interim RA bill shall be accompanied with the required supporting documents.
- g) The Contractor should submit a compliance certificate, as per Appendix A attached to GCC, in every bill as per provisions of the EPF and ESI Act as amended from time to time.
- h) All running / intermediate & final payments shall be made to the contractor in accordance with the following schedule: The detailed scheduling of the below given schedule shall be done by the contractor and should be submitted to WAPCOS. After receiving approval from WAPCOS, the same has to be scheduled in M S project and payment will be made based on the same.

2.4. Production of Records

The Contractor shall, whenever required by the Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or

ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties.

If any part or item of the work is allowed to be carried out by a subcontractor, assignee or any subsidiary or allied firm, the Engineer shall have power to secure the books of such sub-Contractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or order.

3. Site Management

3.1. The contractor shall make own arrangement for temporary office, storage, accommodation and labour huts at his own cost and is responsible for taking the clearance of local authorities, if required, for setting up / construction for labour camp and same is deemed to be included in the rates quoted by the contractor for the works. The contractor shall check the availability of land before tendering and no claim whatsoever in this regard shall be entertained. The contractor shall ensure that the area of labour huts is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The land for the above purposes shall be so placed that it does not hinder the progress of work or access to the worksite. The vacant possession of the land used, for the purpose shall be given back by contractor after completion of the work.

3.2. Contractor's Working Area

Suitable working space will be provided by the Engineer-in-charge to the Contractor as per site conditions and availability. The Contractor may have to carry out some cutting / filling work for making this area workable. The cost of all such Works shall be deemed to have been included in the contract price quoted for the Works and no payment shall be made on this account.

Before commencement of the work, the Contractor shall obtain approval of the Engineer-in charge for the location of cement godown, steel stacking and fabrication yard, site office and shall from time to time take instructions from the Engineer – in- charge regarding collection and stacking of materials at the site.

No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound wall or any other structure are to be constructed.

All type of demolishing work and rerouting of existing services if any shall be in the scope of EPC contractor.

3.3. Site Office :

a) The Contractor shall construct/provide one air conditioned site office (semi-permanent structure) for use by Engineer-in-charge and his staff consisting of 1 room of 12sqm, 4 numbers of work station and one conference Room (10

seater), toilets & pantry, file storage facility, Computers of i5 SSD 4 GB graphics with UPS back up of minimum 8hrs, Broad band of minimum 8mbps speed. All running cost & charges for office including Electricity bill, water supply bills, RO/drinking water bills etc. shall be borne by the Contractor. The Contractor shall provide the following furniture /office equipment's (brand new) for use of WAPCOS/Client's officers & staff at site office.

Sl. No	Articles	Quantity
1	Executive table (wooden) with side racks	1 No's
2	Executive Chair	1 No's
3	Office Tables	6 No's
4	Office Chairs	6 No's
5	Almirah	1 No's
6	Digital display (TV of 65 inch), Desktop PC and VC Facilities	1 Set
7	System with UPS	2 No's
8	A3 MF Printer (scanner, copier etc.)	1 No's
9	Primavera, AutoCAD, Revit, MS Project (provide all licensed software)	For 1 Computers

The above assets shall be handed over to WAPCOS after completion of the project.

- b) Site office of WAPCOS officers shall be independent. Outer wall to be with solid block, plastered and painted. Main and rear doors to be wooden. Windows to be of aluminium with grills. Internal partitions are aluminium with PVC false ceiling. Flooring to be of verified tiles. Toilet require 1.2 m tile dadoing. Roofing to be with aluminium sheet with tubular structures.
- c) IP based Video Surveillance System (12 mega pixel) shall also be provided for surveillance of different locations of project site & site office. In the surveillance system, the cameras shall be provided at different locations of the project site so that the output is available at the Corporate/Regional office of WAPCOS. The system shall be able to work on both wired as well as wireless network. The recording shall be preferably stored for at least 30 days. Along with video surveillance system, video conference facility, complete in all respects with necessary required equipment and software shall be provided at site office for frequent/periodical interaction between project site office and Corporate/Regional office of WAPCOS. VC system shall be compatible to webex, google meet, lifesize etc. to be approved by IT Dept. of WAPCOS.
- d) Besides these, one vehicle (Swift dezire or equivalent) with maximum age of 2 years, good running condition inclusive of all services like drivers, consumables and

maintenance etc. at all times to be provided for the exclusive use of Engineer-in-charge and his site staff/ WAPCOS round the clock till entire completion of work.

- e) Electricity & drinking water shall also be provided by the contractor free of cost for such period. Office boy and sweeper shall also be posted.
- f) All the Site, site office and services provided by the contractor etc. shall be 100% controlled by WAPCOS.
- g) Consumables & maintenance cost for all the above items shall be borne by the contractor.

3.4. Contractor's Temporary Structures

- I. The Contractor may, at his own expense and subject to the approval of the Engineer-in-charge and statutory authorities, as required, construct temporary structures for its site office, stores; Workshop etc. in the working area allocated to him as above and remove the same on completion of Works. The Contractor shall furnish such details of his Temporary Works as may be called for by the Engineer-in-charge and the Contractor shall satisfy the Engineer-in-charge as to their structural safety. The Contractor shall be solely responsible for the stability and structural safety of all temporary works including obtaining statutory approvals and payment of statutory fees, if any. Should it be necessary to shift the temporary works to some other place during the execution of the works, the Contractor shall do so, at his own cost.

II. Initial and Final Clearance of site for temporary works:

The Contractor shall be responsible for the clearance of the site of all scrub, debris, rubbish, etc. to be removed off site to a location to be provided by the contractor and approved by the Engineer- in-charge. However, no trees shall be removed without the prior permission of the Engineer-in-charge. The structures, services and works required to be demolished and removed shall also be removed off site to a location as mentioned above. The Contractor shall obtain necessary permissions and approvals from the local authorities for such disposals. The demolition shall include digging, excavating and removal of substructures, foundations and buried works. The cost of all this shall be borne by the Contractor.

The above is applicable for all site offices, labour camps, and godowns etc., which are not required after the work is completed.

III. Storage, Cleaning and Dewatering

The Contractor shall at all the times during construction keep the Site clean and free from all debris and unwanted materials on a daily basis as per instructions of the Engineer-in-charge.

Storage of materials shall be in an organized manner and in proper compartments as directed by the Engineer - in- Charge. Storage on suspended floors shall not be permitted unless specifically approved in writing by the Engineer-in-charge for specific materials in specific locations and in approved manner. The Engineer-in-charge shall be furnished with load details, if requested, before seeking approval for storage.

Regular cleaning operations shall be undertaken to remove all dust, debris, waste materials etc. A cleaning schedule shall be maintained.

The Contractor shall make his own arrangement for storage of those materials, which can be accommodated at site. Contractor shall be fully responsible for safe custody of the same. Materials shall be considered as “Delivered at Site” only after the physical presence of materials at site are verified by the Engineer-in- charge. Storage of materials / equipment elsewhere shall not be considered as “Delivered at Site.”

The Contractor shall be responsible to keep entire site free from water due to water coming from any source at any level and shall protect all materials and works from being damaged by the water from any source. Contractor shall make proper arrangements for drainage prior to use of water for curing, testing, cleaning etc.

Any expenditure incurred by the Contractor in fulfilment of his obligations under this sub-clause shall be deemed to include in the financial bid.

The security deposit of the contractor shall be released only after contractor demolishes all structures including foundations and gives back clear vacant possession of this land.

3.5. Care of Works

From the commencement to the certified completion of the whole of works, the contractor shall be responsible for the care, safety and maintenance of the works executed under the contract thereof and of all temporary works. In case of any damage/ loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever save and except the expected risks, the contractor shall at his own cost repair and make good the same, so that on completion the works shall be in good order and condition in conformity to every respect with the requirements of the contract. The contractor shall also be liable for any damage to the works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under the Contract. In case of failure on the part of the contractor the damage/ loss/ injury shall be made good by the WAPCOS at the risk and cost of the contractor.

3.6. Safety in Construction

The contractor shall adhere to the safety, health & environmental guidelines as prescribed in the tender document. Covid-19, Pandemic guidelines shall be followed by Contractor & his workers. The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

The contractor shall take all precautions and measures to ensure safety of works and workmen and shall be fully responsible for the same. Safety pertaining to construction works such as excavation, centering and shuttering, trenching, blasting, demolition, electric connections, scaffolds, ladders, working platforms, gangway, mixing of bituminous materials, electric and gas welding, use of hoisting and construction machinery shall be governed by the Safety code, relevant safety codes and the direction of Engineer-in-Charge.

The Contractor shall be fully responsible for the adequacy, stability and safety of all site operations and methods of construction, the contractor shall ensure that all safety norms are followed as per contractual and other statutory requirements.

3.7. Contractor's Labour Camp

The Contractor shall make arrangements at his own expense for labour camp / accommodation for labour and staff to be employed for execution of the work and their conveyance to Site. Proper ID Cards shall be got approved /authorized by the contractor from the Engineer-in-charge to authorize the Contractor's staff and workers to enter the Site. Being a functioning hospital, setting up of labour camp inside the campus is not permitted.

The contractor shall comply with covid-19 protocol as applicable at the time of execution of work.

3.8. Mobilization of Resources:

Contractor shall not mobilize his resources in terms of materials, machinery, tools & plants, facilities required to implement the project and shall not pay any advances to any party unless he receives letter of Award from WAPCOS. Contractor shall himself be responsible for such cost incurred without receipt of notice to proceed and no such claim of contractor shall be entertained by the WAPCOS.

3.9. Water Supply & Power Supply

The Contractor shall make his own arrangement for water supply at Site for drinking as well as construction purposes & Power Supply at his own cost. Non-availability of power supply and /or water from whatever source shall not entail any additional claims or extension of Contract period in this account.

3.10. Watch & Ward and Lighting

The Contractor shall throughout the execution and completion of the Works and the remedying of the site and the Works and the remedying of any defects therein have full regard for the safety of all persons entitled to be on the site and keep the site and the Works in an orderly state to avoid any accident or danger and provide safety measures, lights, guards, fencing and barricades where ever necessary or required by the Engineer-in-charge, or by any duly constituted authority, for the execution and for the protection of the Work, and/or for the safety and convenience of the public or others and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to person or property of the public or others resulting from pollution, noise and other causes etc. at his own cost.

3.11. Temporary Barricading

The Contractor shall at his own expense, erect and maintain in good condition temporary barricades all around the working area as per directions of the Engineer-in-charge. The barricading shall be as required or at least 3 meter high approx., whichever is higher. The specifications of barricading shall be got approved from Engineer-in-charge and external face of barricading to display name of CLIENT & WAPCOS.

a. The contractor shall make, till completion of the project arrangements for/of:

- i. Proper pumping for removing water from the basement or elsewhere at site.
- ii. Proper security, safety, transportation, manpower, lighting arrangement for execution of works at night.
- iii. Tower crane, batching plant and other plants & machinery, tools and tackles required for timely execution of work.
- iv. Proper barricading around site so that surrounding area is made free from disturbances.
- v. Diversion of underground services with the approval of Engineer-in- charge.

b. Restriction in work areas.

- i. The contractor must see the site of the work, its approaches carefully before tendering, No claim of any sort shall be entertained on account of any site conditions. If any approach from main road is required or existing approach is to be improved and maintained, for cartage and materials by the contractor, the same shall be done by the contractor his own cost.
- ii. No Entry/exit/roads other than specified by the Engineer-in-charge for purpose of construction activities will be allowed to be used for construction activity purposes or movement of trucks/lorries/load- carriers and nothing extra/ delay whatsoever will be accounted for on this part.

- iii. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams and water-ways. He shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused thereon by the Contractor. All waste or superfluous materials shall be removed by the Contractor without any reservation entirely to the satisfaction of the Engineer-in-Charge.
- iv. In the event of any restrictions being imposed by the Security agency, WAPCOS/Client, Traffic or any other authority having jurisdiction in the area on the working or movement of labour /material, the Contractor shall strictly follow such restrictions and nothing extra shall be payable to the Contractor on this account.
- v. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.

c. Site Data

- i. The Contractor, with the Tender documents, has been made available such relevant data in WAPCOS's possession on hydrological and sub- surface conditions. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by the WAPCOS is not warranted with respect to the viability of his design and execution of Works and the Contractor shall be responsible for interpreting all such data. The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in WAPCOS's data at any stage will not constitute ground for any claim for extra time and costs.
- ii. The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works.
- iii. The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the above data and other available information with respect to the viability of his design and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation:
 - the form and nature of the Site, type of soil including the sub-surface conditions;
 - the hydrological and climatic conditions;
 - The extent and nature of the work, Plant, and Materials necessary for the execution and completion of the Works and the remedying of any defects
 - the applicable laws, procedures and labour practices
 - The Contractor's requirement for access, accommodation, facilities, personnel, power, transport and other services.

e. Traffic regulation and safety measures by the Contractor

The Contractor shall take all the required measures and make arrangements for the safety of other inhabitants during the construction of the Project or a Section thereof in accordance with the provisions of Specifications as applicable.

It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be required by Good Industry Practice for the safety of the traffic passing through the Section under construction or maintenance.

All works shall be carried out in a manner creating least interference to traffic passing through the Project Site or a Section thereof. In stretches where construction or maintenance works on the carriageway are taken up, the Contractor shall ensure that proper passage is provided for the traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper specifications shall be constructed by the Contractor at its own cost. The Contractor shall take prior approval of the Engineer for any proposed arrangement for traffic regulation during Construction and Maintenance, which approval shall be granted promptly and reasonably.

4. Safety, Health and Environment

Over and above the provisions made in Safety Code (part of General Conditions of Contract) the following will also be applicable:

4.1. In respect of all workmen directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his expense arrange for the safety provisions as per Indian Standard Safety codes shown below and shall at his own expense provide for all facilities in connection there with. In case the contractor fails to make arrangement and provide necessary facilities, he shall be liable to pay compensations prescribed under Workmen Compensation Act 1923 as amended from time to time 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 cost incurred on that behalf from the contractor, and no claims what so ever shall be entertained.

4.2. Details regarding some special provisions to be followed by contractor are as follows:

- a. Usage of quality Personal Protection Equipment's (PPEs) through approved vendors. PPEs would include amongst others the following items:
 - Safety Helmets.
 - Hearing Protection.
 - Respiratory Protection.
 - Eye Protection.
 - Protective Gloves.

- Safety Footwear.
- High Visibility Clothing (Jacket) with approved Logo

All the items should be got approved before issued to the use in the work. Safety Jacket should have WAPCOS Logo as per the size approved.

The contractor shall provide all the PPE (Personnel Protective Equipment) and safety appliances required to carry out the job to all the workmen deployed by the contractor and also ensure that his workmen use those PPE and safety appliances while on the job. The contractor shall not pay any cash amount in lieu of PPE to the workers/sub-contractors and expect them to buy and use during work. If the contractor fails to ensure provision of safety appliances and its workmen do not use the PPE and safety appliances as needed for safe working, the owner may ask the contractor to stop the work and comply with safety requirements first. The contractor shall at all time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the WAPCOS during the inspections. Failing to do so shall invite appropriate compensations as per the provisions of under Workmen’s Compensation Act 1923 as amended from time to time.

It is always the duty of the contractor to provide required PPEs for all visitors. Towards this required quantity of PPEs shall be kept always at the security post.

b. Colour coding for helmets

Safety Helmet Color Code (Every Helmet should have the LOGO affixed /painted)	Person to use
White	WAPCOS staffs, All Designers, Architect, Consultants, etc.
Violet	Contractor (Engineers / Supervisors)
Blue	All Sub-contractors (Engineers / Supervisors)
Red	Electricians (Both Contractor and Sub- contractor)
Green	Safety Professionals (Both Contractor and Sub-contractor)
Orange	Security Guards / Traffic marshals
Yellow	All workmen
White (with “VISITOR” sticker)	Visitors/Client

c. Working at Heights

Contractor shall ensure that work at height is properly planned for any emergencies and rescue appropriately supervised, and carried out in a manner, which is reasonably practicable safe. Contractor shall ensure that work at height is carried out only when the weather conditions do not jeopardize the health or safety of persons involved in the work. Guardrail, Toe-board, Barrier or similar collective means of protection shall be of sufficient dimensions, of sufficient strength and rigidity for the purposes for which they are being used, and otherwise suitable.

Working Platform shall be of sufficient dimensions to permit the safe passage of persons and the safe use of any plant or materials required to be used and to provide a safe working area-having regard to the work being carried out there. Possess a suitable surface and, in particular, be so constructed that the surface of the working platform has no gap through which a person, material or object could fall and injure a person. A working platform and any supporting structure shall not be loaded so as to give rise to a risk of collapse or to any deformation, which could affect its safe use. Strength and stability calculations for scaffolding shall be carried out by the contractor. The dimensions form and layout of scaffolding decks shall be appropriate to the nature of the work to be performed and suitable for the loads to be carried and permit work and passage in safety.

A personal fall protection system designed for use with an anchor shall be securely attached to at least one anchor, and each anchor and the means of attachment thereto shall be suitable and of sufficient strength and stability for the purpose of supporting any foreseeable loading. Suitable and sufficient steps shall be taken to prevent any person falling or slipping from a personal fall protection system. Any other steps in the opinion of engineer-in-charge suggested will also be taken in Protection system.

Only metal ladders shall be allowed. Any surface upon which a ladder rests shall be stable, firm, of sufficient strength and of suitable composition safely to support the ladder so that its rungs or steps remain horizontal, and any loading intended to be placed on it. A ladder shall be so positioned as to ensure its stability during use. A suspended ladder shall be attached in a secure manner and so that, with the exception of a flexible ladder, it cannot be displaced and swinging is prevented. No interlocking or extension ladder shall be used unless its sections are prevented from moving relative to each other while in use.

d. Lifting appliances and gears.

The contractor shall maintain a register for record of examinations and test details of all lifting appliances. This register should also contain a system of identification of all tools and tackles, its date of purchase, safe working load etc. Contractors can utilize the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories with the permission of the WAPCOS.

e. Automatic safe load indicators

Every lifting appliances and gears like cranes, hydras etc, if so constructed that the safe working load may be varied by raising or lowering of the jib or otherwise shall be attached with an automatic indicator of safe working loads approved by Bureau of Indian standards/ International certifying bodies which gives a warning to the operator and arrests further movements of the lifting parts.

f. Qualification of operator of lifting appliances and of signaller etc.

The contractor shall not employ any person to drive or operate a lifting machine like crane, hydra etc whether driven by mechanical power or otherwise or to give signals to work as an operator of a rigger or derricks unless he is above twenty- one years of age and possesses a valid heavy transport vehicle driving license as per Motor Vehicle Act and Rules, is absolutely competent and reliable, possesses the knowledge of the inherent risks involved in the operation of lifting appliances by undergoing a formal training at any institution of national importance, is medically examined periodically.

5. Requirements for Planning & Design Capabilities

Site Analysis, Topographic survey and Soil Investigation is included under the scope of the contractor. The level given in the concept drawings are tentative and designing shall be done based on the actual levels taken at site.

5.1. Site Analysis, Topographic survey and Soil Investigation is included in the scope of the contractor. The levels in the concept drawings are indicative only and the designs shall be done based on the actual levels taken at site.

5.2. For planning and design, the bidder should have in-house design capacity to carryout comprehensive planning and design of this project as per requirements

5.3. Design and Construction

5.3.1. Obligations prior to commencement of Works

Within 7 (seven) days of the Commencement Date, the Contractor shall:

- a) appoint its representative (the "Contractor's Representative") duly authorised to deal with the WAPCOS in respect of all matters under or arising out of or relating to this Agreement;
- b) appoint a design head (the "Design Head") who will head the Contractor's design units and shall be responsible for surveys, investigations, collection of data, and preparation of preliminary and detailed designs;
- c) undertake and perform all such acts, deeds and things as may be necessary or required before commencement of Works under and in accordance with this Agreement including approval from Statutory Authorities, Applicable Laws and Applicable Permits; and
- d) Make its own arrangements for procurement of materials needed for the Project under and in accordance with the Applicable Laws and Applicable Permits.

5.3.2. Project completion Schedule is set out in the contract document. Design shall be developed in conformity with the specifications and standards set forth in the contract document.

5.3.3. Engagement of Proof Checking Consultant

The Proof checking consultant for vetting/proof checking of structural designs shall be engaged by the Contractor and the same shall be from any Indian Institute of Technology/National Institute of Technology/ Govt. Institute as approved by WAPCOS for which the requisite request shall be submitted by the Contractor. The Contractor shall get the structural details / design & drawings proof checked from the approved proof checking consultant as per requirements and at his own cost. Nothing extra shall be payable to the contractor by WAPCOS on this account.

5.3.4. The Contractor shall submit the designs and drawings, duly certified by the Proof Consultant, to the Engineer for review. Provided, however, that the contractor shall ensure and provide the Engineer-In-Charge additional drawings that may be required for its review in accordance with Good Industry Practice.

The programme for submission of the design shall be finalised in consultation with the Engineer-In-Charge.

5.3.5. Contractors r's Warranty of Design

- a. The Contractor shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Contractor's proposal.
- b. The Contractor warrants that the Works have been or will be designed, manufactured, installed and otherwise constructed and to the highest standards available using proven up-to-date good practice. By submitting the Drawings for review to the Engineer-in-charge, the Contractor shall be

deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, the Specifications and Standards and the Applicable Laws.

- c. The Contractor warrants that the Contractor's Proposals meet the requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Requirements or any part thereof, the Contractor's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own cost.
- d. The Contractor warrants that the Works will, when completed, comply with enactments and regulations relevant to the Works.
- e. The Contractor warrants that the design of the Works and the manufacture of plant have taken or will have taken full account of the effects of the intended manufacturing and installation methods, Temporary Works and Contractor's Equipment.
- f. The Contractor shall also provide a guarantee from the Designer for the design for suitability, adequacy, and practicality of design for WAPCOS Requirements.
- g. The Contractor shall indemnify the WAPCOS against any damage, expense, liability, loss or claim, which the WAPCOS might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.
- h. The Contractor further specifies and is deemed to have checked and accepted full responsibility „for the Contractor“ s Proposal and warrants absolutely that the same meets the WAPCOS's Requirements:

The Contractor shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements.

Apart from the Contractor, the above warranty shall also be applicable for his designer. This warranty shall be a part of his sub contract with the designer and should be made available at the time of signing of the Agreement.

No claim for additional payment or extension of time shall be entertained and/or no review and/or observation of the Engineer-In-Charge and/or its failure to review and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Engineer or the WAPCOS be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they and the construction works shall be corrected at the Contractor's cost, notwithstanding any review under this section.

5.3.6. In respect of the Contractor's obligations with respect to the design and Drawings of the Project as set forth in tender document, the following shall apply:

- The contractor shall furnish design and drawings to WAPCOS and in such sequence as is consistent with the Project Completion Schedule, required number of copies of all Drawings, to the WAPCOS for review;
- The WAPCOS shall review the drawings and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards.
- If the aforesaid observations of the WAPCOS indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Contractor and resubmitted to the WAPCOS for review within 7 days of receipt of communication from Engineer. The WAPCOS shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings; and
- the Contractor shall be responsible for delays in submitting the Drawing as set forth in Schedule-F caused by reason of delays in surveys and field investigations, and shall not be entitled to seek any relief in that regard from the WAPCOS.

5.3.7. The Contractor's time and cost impacts of revisions arising from review by the WAPCOS of designs caused by the Contractor's non-compliance with the requirements of this Agreement shall be borne by the Contractor, unless there is a change in the Scope of the Works.

5.3.8. The Works shall be executed in accordance with the design reviewed by the WAPCOS, and shall not thereafter be amended or altered without the prior written approval of the WAPCOS. If WAPCOS Contractor becomes aware of an error or defect of a technical nature in the design that WAPCOS / Contractor shall promptly give notice to the other Party of such error or defect. Such error or defect shall be rectified by the Contractor, without any cost to the WAPCOS.

6. Setting out of the Works

The contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels or reference issued by Engineer-in-charge in drawing or in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the works, and during defects liability period, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do by the

Engineer-in-charge and/ or his authorized representative shall at his own cost, rectify such error to the satisfaction of the Engineer-in-charge. The checking of any setting out or of any line or level by the Engineer-in-charge not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve the benchmarks; sight-rails, pegs and other things used in setting-out the Works. Any rectification works required should be done by the Contractor at his own cost.

7. Quality of Materials & Equipment's, Workmanship and Test

7.1. All the materials used in the work shall be subjected to the mandatory tests as prescribed in the specifications detailed in Schedule F of the General Conditions of Contract and other specifications referred to in the contract and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the Engineer-in-charge's instructions and shall be subjected from time to time to such tests as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the Site or at an approved testing laboratory. The source of supply and / or manufacturing within/ outside India may be inspected by the Engineer-in-charge or any representative as nominated by the WAPCOS. The expenditure on this account is deemed to be included in the rate quoted.

The contractor shall upon the instruction of the Engineer-in-charge's representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The Engineer-in-charge may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the contract. The contractor shall provide such assistance, instruments, machinery, labour and materials as are required for examining, measuring, sampling, testing of material or part of work.

7.2. Audit Inspection/ Technical Examination/Third Party Inspection

The WAPCOS/ Engineer-In-Charge shall have the right to cause Audit Inspection by Audit team under Comptroller and Accountant General of India./ Technical Examination by Chief Technical Examiner under Central Vigilance Commission, Govt. of India /Third Party Inspection of the works and the final bills of the contractor including all supporting vouchers, abstracts, etc. to be made as per payments of the final bill. The Contractor shall provide all assistance and full access to site to carry out inspection and perform tests at site, to provide samples for testing in outside laboratories and to show site records and their records as asked for by the inspecting teams. Findings of such inspection shall be notified to contractor and contractor shall be bound to take remedial measures to the satisfaction of Engineer-in-charge. If as a result of such Audit Inspection/ Technical Examination/Third Party Inspection, the sum is found to have been overpaid in respect of any work done by the contractor under the contract and

numbers and the use for which intended and otherwise as the Engineer-in-charge may require to review the submittals for the limited purposes. The numbers of each sample to be submitted will be as specified in the Specifications, or as shall be specified by the Engineer-in-charge.

V. Submittal Procedures

- Before submitting each Sample, Contractor shall have determined and verified all materials with respect to intended use, fabrication, shipping, handling, storage, assembling and installation pertaining to the performance of the Work and All information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programmes incident thereto.
- Each submittal will bear a specific written indication that Contractor has satisfied Contractor's obligation under the Contract Documents with respect to Contractor's review and approval of that submittal.
- At the time of each submission, contractor shall give the Engineer-in-charge specific written notice of such variations, if any; that the sample submitted may have from the requirements of the contract document. Such notice shall be separate from the submittal and in addition shall cause a specific notation to be made on each sample submitted for review and approval of each such variation.

VI. Review and Approval:

- a) Sample shall be reviewed and approved only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the contract documents and be compatible with the design concept of the completed project functioning as a whole as indicated by the contract documents, drawings.
- b) Review and approval will not extend to means, methods, techniques, sequences or procedures of construction. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer-in-charge and shall submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for and by the Engineer-in-charge on previous submittals.
- c) Above referred review and approval of Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Document unless Contractor has in writing called the Engineer-in-charge attention to each such variation at the time of submission as specified above and received written approval of each such variation by specific written notation thereof incorporated in or accompanying the Sample approval; nor

will any approval by Engineer-in-charge relieve Contractor from responsibility for complying with the requirements of contract.

- d) Only when the samples are approved in writing by the Engineer-in-charge, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Engineer-in-charge for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. Samples approved shall be kept in the sample room till the completion of the work. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.
 - e) For items of works where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.
 - f) The Engineer-in-charge shall communicate his comments / approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of appropriate quality from various manufacturers and such other aspects causing delay on the approval of the materials / equipment's etc., shall be ascribable to the account of the contractor. In this respect the decision of the Engineer-in-charge shall be the final.
- VII. On delivery of the supplies of materials / equipment's for permanent works at the site, the contractor shall specifically arrange to get the supply inspected by the Engineer-in-charge and compared with the approved sample and his specific approval obtained before using the same in the work.
- VIII. Cost of Tests.

The cost of making any test shall be borne by the Contractor as intended by or provided for the Contract or as found necessary by the Engineer-in-charge for ascertaining whether the quality of materials intended to be used by the Contractor in the Works is acceptable, whether any finished or partially finished work is appropriate for the purposes for which it was intended to fulfill.

IX. Testing facilities

The Contractor shall, at his own cost, provide testing facilities as per CPWD specifications and IS Codes at site as stipulated in the General Conditions of Contract (GCC) or as directed by the Engineer-in-charge including staff required for testing. The tests shall be carried out jointly in the presence of Engineer-in-charge or his representative and the contractor or his representative.

The contractor shall also provide suitable weighing and measuring arrangement and testing instruments and machines for testing of materials and cubes at site as per details given in GCC.

The contractor shall carry out all the mandatory tests and shall maintain records of testing & checks of material, in formats, checklists etc. to be given by Engineer-in-charge. All such records shall be maintained jointly by the contractor and Engineer-in-charge these shall remain under the custody of the Engineer-in-charge.

The laboratory shall be connected to the main potable water, electricity and other Services.

Some of the mandatory tests for each item of work and /or materials shall be carried out in approved outside laboratory as directed by the Engineer-in-charge. The Contractor shall bear the entire cost of testing charges for samples of items of work and /or materials and also the other expenditure towards making samples, packaging, and transport etc.

The materials brought at site of work shall not be used in the work before getting satisfactory test result as per relevant mandatory tests, detailed in the relevant CPWD specifications and BIS codes.

7.4. Manufacturer's Instructions

Where manufacturers have furnished specific instructions relating to the materials and equipment used, covering points not specifically mentioned in these documents, manufacturer's instructions shall be followed with the approval of Engineer-in-charge.

7.5. Inspection & Testing during manufacturing of Equipment

The Engineer-in-charge shall be entitled to inspect, examine and test during manufacturing of the materials and workmanship and check the progress of manufacturing of all fabrication materials to be supplied under the contract on the contractor's premises during working hours, and if part of the said materials is being manufactured on other premises, the contractor shall obtain Engineer-in-charge permission to inspect the same at such premises. This inspection, examination or testing shall not relieve the contractor from any obligation under the contract. Inspection Call for any equipment shall be given 15 days in advance from the actual date of Inspection.

In case of other equipment, the Contractor shall intimate WAPCOS/Engineer-in-charge regarding their readiness so as to decide their inspection if any.

The Engineer-in-charge reserves the right to request inspection and testing at manufacturer's Works at all reasonable times during manufacture of items for this Contract.

The Engineer-in-charge or his authorised representative shall have full power to inspect the materials and workmanship at the Contractor's Works or at any place from which the materials or equipment is obtained. Approval by the Engineer-in-charge of any material or equipment shall in no way relieve the Contractor of his responsibility for meeting the requirements of the specifications. The cost incurred towards boarding, lodging etc. (Inland/abroad) of inspection engineer/engineers deputed by WAPCOS shall be fully borne by the contractor & all such costs shall be deemed to be included in the Bid. Nothing extra shall be paid on this account whatsoever. The inspection and testing shall cover, but not limited to, the following:-

- i. Routine and typical tests for the various items of equipment shall be performed at the Manufacturer's/ Contractor's Workshop in the presence of Engineer-in-charge or his authorised representative, results recorded and test certificates issued.
- ii. After installation has been virtually completed, the Contractor shall carry out under the direction and in the presence of the representative of the Engineer-in-charge such tests and inspections as have been specified, or as considered necessary to determine whether or not the requirements of the item, drawings and specifications have been fulfilled. In case the work does not meet the full intent of the drawings and specifications and further tests after making require changes and as considered necessary shall be done again, the Contractor shall carry them out and bear the expenses thereof. If tests fail to demonstrate the satisfactory nature of the installation or any part thereof, then no claims for the extra cost of modifications, replacement or retesting will be considered. The decision of the Engineer-in-charge shall be regarded as final as to what constitutes a satisfactory test.
- iii. The Contractor shall provide all necessary instruments such as Theodolite, Dumpy level, steel tapes, weighing machine, plumb bobs, spirit levels, hammers, micro-meters, thermometers, hydraulic cube testing machine, smoke test machine and labour, etc. for conducting tests. All such equipment's shall be tested for calibration by an approved laboratory. The Contractor shall make adequate records of the test procedures, readings and results to be maintained by the Engineer-in-charge who shall issue test certificates signed by the person authorised by him.
- iv. The contractor shall arrange all necessary instruments, tools, tackles and testing facilities free of cost for such inspections. Contractor shall arrange for inspection visit(s) and bear all inspection costs including Inland/

abroad travel (Air/Rail/Road), lodging and boarding expenses etc. free of cost for the Inspection Engineer(s) deputed by WAPCOS.

- v. The above general requirements as to testing shall be read in conjunction with any particular requirements specified elsewhere
- vi. Dates for Inspection & Testing
The dates of Inspection & Testing, after receipt of written request by the Contractor, shall be mutually agreed by the Engineer-in-charge and the contractor.
- vii. Facilities for Testing at Manufacturer's Works.

Where the contract provides for tests on the premises of the contractor or of any sub-contractor the contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required and as may be reasonably demanded to carry out such tests.

- viii. Rejection

If as a result of such inspection, examination or test of the works (other than a Test on Completion the Engineer-in-charge shall decide that such material is defective or not in accordance with the contract he shall notify the contractor accordingly stating in writing his observations and reasons thereof. The contractors shall with due diligence make good the defect and ensure that the material complies with the Contract. Thereafter, if required by the Engineer-in-charge, the tests shall be repeated under the same terms and conditions till satisfactory results are made available.

- ix. Delivery of Materials and Equipment

The contractor shall be responsible for all materials and equipment brought at site for the purposes of the contract. Unless the Engineer-in-charge directs, no material shall be brought to the site which is not required for execution of the work.

- x. Inspection & Testing and Re-inspection.

All deficiencies revealed by testing and inspection shall be rectified by the contractor at his own expense and to the satisfaction and approval of the Engineer-in-charge. Rectified components shall be subject to re-testing till desired results are obtained.

- xi. Delayed Tests.

If the Engineer-in-charge opines that Tests on Completion are being delayed by the Contractor, the Engineer may by notice require the Contractor to carry out such Tests within 14 (fourteen) days after the receipt of the notice. The Contractor shall carry out such Tests on such day or days as the Contractor may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carry out the Tests on Completion within 14 (fourteen) days, the Engineer may proceed with such Tests at the risk and cost of the Contractor. The Tests on Completion then shall be deemed to have been carried out in the presence of the Contractor and the results of such Tests shall be accepted as accurate.

xii. Inspection Reports

The contractor shall provide the Engineer- in-Charge with five copies of reports of all inspection and tests.

7.6. Access for Inspection

Persons nominated by Engineer-in-charge shall at all reasonable times have free access to work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall extend necessary service to Engineer-in-charge and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship.

8. Time Schedules

8.1. Time shall be the essence of the contract. Time allowed for carrying out the work as mentioned in the contract shall be strictly observed by the contractor and it shall be reckoned from the issue of the Letter of Award. It may be noted that the construction of involves construction of the building including development of the site as detailed in the detailed user requirement. The milestones shall be as detailed in schedule "F" of the General Condition of the Contract. The contractor shall before commencing the work prepare a detailed work schedule. This schedule shall be strictly followed by the contractor. For completing the work in time, the contractor may have to work round the clock without interruption and no claim whatsoever shall be entertained on this account.

8.2. Commencement of Works

The Contractor shall commence the Works on the date specified in the Letter of Award. Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works.

The Contractor shall not commence the construction, manufacture or installation of the Works or of any part of the Works unless and until the Engineer has endorsed the relevant Drawings in accordance with the WAPCOS's Requirements.

8.3. Time for Completion

Project completion Schedule including setting out date of completion in phases as defined under SCC.

Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall complete works as per completion schedule and ensure defect free completion and have passed the tests on the completion, including integrated testing where ever in the scope of work and commissioning of the whole of the Works and/or parts thereof before the same is taken over by the Client/WAPCOS.

8.4. Mile Stones

The time allowed for execution of the Works and Mile Stones shall be as specified in the SCC. In case, the contractor does not achieve a particular milestone mentioned in or the re-scheduled milestone(s) by the WAPCOS, the amount shown against that milestone shall be retained and will be adjusted against the Liquidated Damages at the final grant of Extension of Time after completion of work.

On failure to achieve a milestone, retaining of this amount from payments due to the contractor 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 entire retained 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 retained. However, no interest, whatsoever, shall be payable on such amount retained by the WAPCOS.

9. Handing over & Taking Over Process

Handing over & taking over process shall be done as given in SCC of the tender document. For handing over & taking over process, in addition to clauses specified elsewhere, following services/works have to be complied with by the contractor:

- a. Submission of Guarantees in stamp paper, of appropriate value, (in prescribed format) for all water proofing treatment and Anti termite treatment etc. executed in the works for a period of ten years. If any defects noticed within 10 years from completion of defect liability period the contractor shall be sole responsible for the defects and same shall be rectified by the contractor as per information from CLIENT/WAPCOS within a period of 10 days from the notice.

- b. Rectification of all defects shall be carried out by the contractor before Handing over/ Taking over process.
- c. As built drawings : - 6 (six) sets for Architectural, Structural, Plumbing, Electrical, and other required drawings as approved by Engineer-in-charge along with their soft copies in the required software version shall be submitted by the contractor before handing over & taking over process.
- d. All services/equipment are to be run and checked before handing over & taking over process as per requirements of Engineer-in-charge.
- e. Contractor has to arrange water, electricity, fuel , consumables and manpower at their own cost for the purpose of testing of services and equipment's. No amount shall be payable on this account.
- f. The Contractor shall submit catalogues, brochures, operation manual, manufacturer test certificate, Guarantee/ Warranty papers, licence etc. for all equipment /materials before handing over & taking over process.

10. Defect after completion

a. General

Any defect, shrinkage, settlement or other faults that may appear within the "Defects Liability Period" which in the opinion of the Engineer-in-charge are due to materials or workmanship not in accordance with the contract, shall be rectified as per the directions in writing of the Engineer-in-charge to the Authorized representative of the contractor within such reasonable time as shall be specified therein by the contractor, at his own cost. In case of default, the Engineer-in-charge may employ any persons to amend and make good such defects, shrinkage, settlements or other faults and all expenses consequent thereon or incidental thereto shall be borne by the contractor.

b. Execution of work of repair etc.

Any defects, shrinkage, settlement or other faults which may appear or be noticed within the defect liability period, and arising in the opinion of the Engineer-in-charge from materials or workmanship not having in accordance with the contract, shall upon the direction in writing of the Engineer-in-charge's representative and within such reasonable time as shall be specified therein and without any delay, be amended and made good or replaced by the contractor at his own cost.

c. Cost of Execution of Work of Repair, Etc.

All such works shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer-in-charge, be due to the use of materials or workmanship not in accordance with the Contract, or due to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

d. Contractor's personnel to be at site

During the defects liability period the contractor shall depute their representative on need basis to attend the defects to the satisfaction of Engineer-in-charge/CLIENT.

11. Dues not paid by the Contractor

The contractor shall pay all dues or fees to Statutory authorities and Electric and Water supply authorities & Lift licensing authority etc. within due period and indemnify the CLIENT/ WAPCOS and the Engineer-in-charge from any claims or compensations or penalties or damages arising out of non-payment of any such dues or fees. However, in case some dues or fees are not paid by contractor and or claims for compensations or penalties etc. are raised by the Statutory authorities, the WAPCOS may deposit the required amount or any or all of the above and recover or deduct the same from any money payable to the contractor by the WAPCOS or any other means available to the WAPCOS such as bank guarantee.

12. Urgent Repairs

If, by reason of any accident, or failure, or other event occurring to or in connection with the works, or any part thereof, either during the execution of the works, or during period of Defects Liability any remedial or other work or repair, shall, in the opinion of the Engineer-in-charge be urgently necessary for the safety of the Works and the Contractor is unable or unwilling to do such work or repair despite notice, the Engineer-in-charge may employ and pay other persons to carry out such work or repair as the case may be and may consider necessary. If the work or repair so done by the other agency is the work which, in the opinion of the Engineer-in-charge the Contractor was liable to do at his own expense under the Contract, all expenses incurred by Other agency in so doing shall be recoverable from the Contractor by the Engineer-in-charge, or shall be deducted by the Engineer-in-charge from any monies due or which may become due to Contractor.

13. Plant Temporary Works & Materials

13.1. Plant, etc. Exclusive use for the Works

All Constructional Plant, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof except for the purpose of moving it from one part of the Site to another, without the consent, in writing of the Engineer-in-charge, which shall not be unreasonably withheld.

13.2. Removal of Plant etc.

Upon completion of the Works, the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor, within 10 days of obtaining the completion certificate/ Virtual completion of the work.

14. Co-ordination Meetings

The Contractor shall be required to attend co-ordination meetings with the WAPCOS/ CLIENT and the other Contractors during the period of Contract as intimated by the Engineer-in-charge. All costs incidental to such interaction shall be to the Contractor's account and no claim will be entertained by the WAPCOS/ CLIENT on this account.

15. Compliance of Statutory Obligations and obtaining Approvals/ Completion Certificates:

The Contractor shall comply all the statutory obligations and obtain all required clearances to implement the project without any financial repercussions to Engineer-in-charge and ensure all follow up actions with the local authorities in this respect for smooth completion of the project. The Contractor shall obtain all necessary approvals from Municipal bodies and other local bodies including, Water/Sewer supply agencies, Electric Supply and inspectorate agencies, Police and Security Agencies, Chief Controller of Explosives, Fire Department, Civil Aviation Department, Lift inspector, Pollution Control Board, tree replantation, permission for bore well and for temporary structures etc. in accordance to prevailing rules, Building Bye-Laws etc., as the case may be with related to Construction/ Completion. The contractor shall assist the Engineer-in-charge to obtain all NOC, completion & Occupancy certificates from respective local bodies and other statutory authorities, such as:

- i. Construction Permit, if required
- ii. Pollution control Board,
- iii. Environment Clearances, EIA approval if required
- iv. Provisional & Final NOC from fire department,
- v. Chief Electrical Inspector CEA,
- vi. Local Municipal authority.
- vii. Forest Department for tree replantation etc.
- viii. Explosive Department,
- ix. Local Municipal authority for water and sewer connection,
- x. Building Occupancy Certificate
- xi. Any other statutory requirement for execution of work and to occupy the buildings and run the services in all respects.

Contractor shall organize all inspections of concerned authorities & obtain the NOC"s within the time for completion. The Engineer-in-charge may, at the written request of

the Contractor, assist him in obtaining the approvals from relevant authorities. However any such request by the Contractor shall not bind the Engineer- in-charge in any manner.

All expenditure on these accounts will be borne by the contractor. However the fees paid by the contractor to these statutory authorities only for obtaining the required statutory approvals shall be reimbursed by WAPCOS/KIIFB on submission of valid payment receipts from these statutory authorities.

The contractor is required to submit the relevant drawings/filled application forms as per prescribed format & any other details like completion Drawings and any other statutory documentary requirements of local bodies in copies as per requirement to obtain the above etc. at their own cost.

16. Test Certificates.

The contractor shall submit test certificates for all the materials / systems issued by the Engineer-in-Charge approved inspection/office/manufacturer certifying the Equipment / Materials / installation and its function are in agreement with the requirements of relevant specifications and accepted standards.

17. PENALTY CLAUSE:

1. If the Service Provider fails to provide the intended manpower by WAPCOS on any day /time, penalty of double the wages will be imposed.
2. The Penalties / fines imposed by statutory authorities such as ALC, RLC, EPF, ESI Authorities, etc. on WAPCOS will be deducted at actuals.
3. The damages if any arises due to negligence of workmen provided by the service provider, the cost of damages as decided by WAPCOS will be deducted from the monthly claim bill.
4. WAPCOS authorities shall not be responsible for any accidents, injuries, diseases occurred during carrying out the above work. To prevent such incidents the service provider shall take the appropriate protective measures.
5. For misconduct or indiscipline of any employee including criminal activities, the service provider shall be responsible to take action against him/her as per the laws/rules.
6. Any penalty imposed by client against non-compliance/ non-performance of contract terms will be deducted from the subsequent running bill.

SECTION – VI

FORMS

FORM I COVERING LETTER

From: Bidder's Name and Address

To
Project Manager (North East)
WAPCOS Limited
3rd Floor, JB Complex
Ganeshguri, Guwahati, Assam

Subject: Construction of New Academic Building in Assam Women's University, Jorhat, Assam

Sir,

1. We,.....(Name of the Firm), having examined the Tender Document and understood its contents, hereby submit our Technical Proposal for **Construction of New Academic Building in Assam Women's University, Jorhat, Assam**
2. I/ We hereby certify that all information provided in the Technical Proposal including Addenda and in the Appendices is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. I/ We shall make available to WAPCOS Limited any additional information it may find necessary or require to supplement or authenticate the Technical Proposal.
4. I/ We confirm that our bid shall be valid for 180 days from the date of opening of tender.
5. I/ We acknowledge the right of WAPCOS Limited to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We also certify the following:
 - a) I/ We have not been debarred by the Central/ State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b) I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Tender Document, including

FORM II
EMD-Bank Guarantee

WHEREAS, M/s _____ having their Registered/Head Office at _____ (hereinafter called "the Bidder") has submitted his Bid dated _____ for the _____ [hereinafter called "the Bid"] to M/s WAPCOS Limited (hereinafter called the Employer)

KNOW ALL PEOPLE by these presents that we _____ (name of the Bank) having our head office at _____ (hereinafter called "the Bank") are bound unto Employer in the sum of _____ for which payment well and truly to be made to the Employer, the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of _____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified;

OR

(2) If the Bidder having been notified of the acceptance of his bid by _____ during the period of Bid Validity:

We undertake to pay to the _____ up to the above amount upon receipt of his first written demand, without the _____ having to substantiate his demand, provided that in his demand the _____ will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above mentioned two conditions and specify the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ after the deadline for submission of Bids as is stated in the instructions to Bidders or as it may be extended by the _____ notice of which extension(s) to the Bank is hereby waived and notice to the bidder would constitute sufficient notice to the Bank. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein

liability under this guarantee shall not exceed _____.

This bank guarantee shall be valid upto _____ and;

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 period twelve months after the validity period).**

DATE

SIGNATURE

.....

(Signature of Witness)

.....

SEAL

FORM III AUTHORISATION LETTER
(on Letter Head of the Bidder's Firm)

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.

Signature, Designation of the Person with power to authorize the signing authority Seal of Bidder's Firm

FORM IV
General Information of the Bidder's Firm

1.	Name of Contractor	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Legal Status of the bidder (attach copies of original documents defining the legal status) (a) An Individual (b) A proprietary firm (c) A firm in partnership (d) A Limited company or Corporation	
5.	Contact Person: Telephone Nos. Fax Nos. Mobile	
6.	Type of Organization	
7.	Place and Year of Incorporation with registration no (Attach Certificate of Incorporation/ Registration)	
8.	Details of Particulars of registration with various Government Bodies (Attach Attested Photocopy)	
9.	Details of Registration of Proprietor/ Partners/ Directors with various Institutions	
10.	Directors/ Partners in the organization and their status along with their qualifications.	
11.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with WAPCOS LIMITED (Attach Authorisation Letter)	
12.	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.	
13.	Details of Awards/ Appreciations supported with document to be submitted.	
14.	Bank Details Name of the Bank: Account Number: IFSC Code:	

	Name & Address of the Branch: MICR Code:	
--	---	--

Name and Signature of the authorised person

Designation

Seal of the Firm

FORM V- Declaration by the bidder
(on Letter head of the Bidder's Firm)

This is to certify that We, M/s. _____ (Bidder's Firm Name), in submission of this proposal confirm that:-

1. Our bid is offered taking due consideration of all factors including site information and conditions of each and every proposed location and to execute the work up to the standards as laid out in ITB.
2. We promise to abide by all the stipulations of the Contract documents and carry out and complete the work to the satisfaction of the Employer.
3. We have not made any misleading or false representation in the forms, statement and attachments in proof of the qualification requirements;
4. We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
5. Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
6. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
7. The information and documents submitted with the proposal by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
8. We understand that in case any statement/ information/ document furnished by us or to be furnished by us in connection with this proposal, is found to be incorrect or false, our EMD in full will be forfeited and business dealing will be banned by WAPCOS.

Name and Signature of the authorised person

Designation

Seal of the Firm

FORM VII
FORMAT FOR INTEGRITY PACT

[To be submitted on Bidder's **Original** Letter Head]

To,
Project Manager (North East)
WAPCOS Limited
3rd Floor, JB Complex
Ganeshguri, Guwahati, Assam

Sub: Integrity Pact for ----- (Name of Work / Project)

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 at **Enclosure-I**.

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**

Enclosure-I INTEGRITY AGREEMENT
[To be submitted on Stamp paper of At least Rs.100]

This Integrity Agreement is made at on this..... day of 20.....

BETWEEN

WAPCOS Limited, New Delhi (Hereinafter referred as the ‘EMPLOYER’, 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 Employer 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 Employer 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 Employer

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

(a) No employee of the Employer, 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 Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer 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 Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Employer 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 Employer 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 Employer'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 Employer 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 Employer under law or the Contract or its established policies and laid down procedures, the Employer 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 Employer'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 Employer 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 Employer. Such exclusion may be forever or for a limited period as decided by the Employer.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer 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 Employer apart from exercising any legal rights that may have accrued to the Employer, 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 Employer 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 Employer has substantive suspicion in this regard, the Employer 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 Employer.

(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 Employer 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 Employer will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer 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

(1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 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.

(2) 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 Employer, 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 intensions.

(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 Employer 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 Employer)

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

WITNESSES:

1.....
(signature, name and address)

2.....
(signature, name and address)

Place:

Dated

FORM VIII
NO CONVICTION CERTIFICATE
(on Letter Head of the Bidder's Firm)

Subject: No-Conviction Certificate for Construction of New Academic Building in Assam Women's University, Jorhat, Assam

This is to certify that _____(Bidder's Firm Name), having registered office at _____ (Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department or Court of law anywhere in the country.

This is also to certify that M/s _____ (Bidder's Firm Name), is not involved in any form of Corrupt and Fraudulent practices in past and will never be involved in future.

Yours faithfully,

Name and Signature of the authorised person

Designation

Seal of the Firm

FORM IX

ANNUAL TURNOVER

[To be submitted on **Original** Letter Head of Bidder OR **Original** Letter Head of CA]

Financial Year	Annual Turnover (in INR)
2021-22	
2020-21	
2019-20	
2018-19	
2017-18	

Name and Signature of the Authorised Person
Designation
Seal of the Bidder's Firm

Certificate from Chartered Accountant

This is to certify that _____ (Bidder's Firm Name), has received the payments shown above against the respective years.

UDIN NUMBER

Name and Signature of Chartered Accountant
Designation
(Seal of the Chartered Accountant Firm)

Note:

Details to be furnished duly supported by figures in Audited Balance Sheets for Last 5 (five) years ending on the financial year 2021-22 duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department.

FORM X

PROFIT / LOSS STATEMENT

Financial Year	PROFIT	LOSS
2021-22		
2020-21		
2019-20		
2018-19		
2017-18		

Name and Signature of the Authorised Person

Designation

Seal of the Bidder's Firm

Certificate from Chartered Accountant

This is to certify that above mentioned figures are true and correct for
_____ (Bidder's Firm Name).

Name and Signature of Chartered Accountant

Designation

(Seal of the Chartered Accountant Firm)

FORM XI

SOLVENCY CERTIFICATE

(on Letter Head of the Scheduled Commercial bank/ Nationalised Bank)

To,
Project Manager (North East)
WAPCOS Limited
3rd Floor, JB Complex
Ganeshguri, Guwahati, Assam

Subject: Submission of bid for the work of Construction of New Academic Building in Assam Women's University, Jorhat, Assam.

This is to certify that to the best of our knowledge and information M/s _____ having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement up to a limit of Rs. _____ (Rupees _____). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers. This certificate is issued at specific request of the customer for tender purpose.

Date:

Place:

Signature of Authorized signatory of bank:

Name of Authorized signatory of bank:

E-mail id of Bank/Authorized signatory of bank:

Power of Attorney number of bank official:

Note:

- Solvency Certificate should be on letter head of the Bank
- Email id of bank/authorized signatory of bank should be clearly mentioned on the certificate so that genuineness of the certificate can be established via email.

FORM XII

**NO DEVIATION CERTIFICATE
(on Letter Head of the Bidder's Firm)**

To,
Project Manager (North East)
WAPCOS Limited
3rd Floor, JB Complex
Ganeshguri, Guwahati, Assam

Subject: Submission of bid for the work of Construction of New Academic Building in Assam Women's University, Jorhat, Assam

Dear Sir,

With reference to above this is to confirm that as per Tender conditions 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 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,

Name and Signature of the Authorised Person

Designation

Seal of the Bidder's Firm

FORM XIII

DECLARATION OF BIDDER REGARDING BLACKLISTING (on Letter Head of the Bidder's Firm)

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 5 Years.

Name and Signature of the Authorised Person

Designation

Seal of the Bidder's Firm

FORM XIV

FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

[To be submitted on Bidder's Original Letter Head]

To,

Project Manager (North East)
WAPCOS Limited
3rd Floor, JB Complex
Ganeshguri, Guwahati, Assam

Subject: Litigation History, Liquidated Damages, Disqualification for -----(Name of Work /Project)

It is hereby declared that our firm (Name of firm with address-----) neither disqualified, nor have any Litigation history and no Liquidated Damage imposed on the firm by any Department.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

FORM XV

FORMAT FOR UNDERSTANDING THE PROJECT SITE
(on Bidder Letter Head)

To

Project Manager (North East)
WAPCOS Limited
3rd Floor, JB Complex
Ganeshguri, Guwahati, Assam

Subject: Undertaking of the Site Visit for --- (Name of the work / project)

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 following

- Location of the proposed building and its allied works.
- Site clearance and no cutting off the matured trees.
- Topography and contouring of the land where the project is to be executed to understand the cutting & filling during the construction and about depth of column/ foundation below the plinth beam.
- Nature of the ground & sub-soil of the site and accessibility to the site.
- Existing surrounding road level to finalize plinth beam level as per standard norms.
- Location of Existing Sewer line & Water pipe line network to connect the proposed building and allied works to make the building functional.
- Location of existing Electric Sub-Station to supply the electricity for the proposed building and allied works to make the building functional.

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 since it is Item Rate Contract. I / We hereby confirm that no extra/additional cost shall be claimed on above aspects

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place: Name and seal of Bidder

FORM XVI

UNDERTAKING FOR RULE 144 (XI) IN THE GENERAL FINANCIAL RULES-2017

Name of Work:

I / we(Name of the Firm) well aware about the Restrictions under RULE 144 (XI) In General Financial Rules (GFR), 2017 on procurement from country which shares a land border with India.. I/ we hereby certify that we are eligible to participate in the tender as per Rule 144 (xi) In The General Financial Rules (GFR), 2017

Date:

(Signature, Name, Designation of the Authorized signatory with Seal)

Place:

[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF STATUTORY AUDITOR OF BIDDER]

FORM-XVII: UNDERTAKING REGARDING PERCENTAGE OF LOCAL CONTENT

We, , a Chartered Accountant firm having our registered office address..... hereby state that, we are Statutory Auditor of the Company M/s..... (CIN :).

The Bidder is bidding for the “..... (Name of work)

We have understood the provisions of Public Procurement (Preference to make in India) Local content Policy against WAPCOS Tender NIT No. Date -.....

We on the basis of the bidder’s representation received, hereby confirm that, offer is achieving the minimum local content target as per of above Policy shall be 50%.

Date:

Place:

(Signature of Statutory Auditor with Seal)

UDIN No. :

SECTION-VII

TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

1. The Work will be executed strictly in accordance with the CPWD specification corrected up to date at the time of tenders, unless specified to contrary. The Specifications to be generally followed with be the following specifications and codes.
 - a. CPWD Specification
 - b. Assam PWD Specification
 - c. BIS Specification
 - d. National Building Code
 - e. Particulars Specifications as applicable
2. Measurement of work will be done as per CPWD specification.
3. The Contractor shall not be entitled to any payments on account of work done till he signs the agreement and the same is accepted by the competent authority.
4. Actual quantities of completed and accepted work shall only be paid.
5. No claim shall be entertained on account of increase in price of material and wages of labour due to any cause what so ever.
6. The Engineer-In-Charge reserves the right to take away any item of work or any part thereof at any time during the currency of work and re-allot to any other agency with due notice to the contractor without liability of any kind or payment of any compensation.
7. The contractor will be responsible for any and all losses of material damages done to unfinished works as result of floods and any other act of God. WAPCOS will not be responsible for any compensation as a result of such damages or loss to the contractor and the contractor shall be liable to set right such damages at his own cost the satisfaction of the Engineer-In-Charge.
8. Nothing extra will be paid to the contractor for any lead or lift unless otherwise specified for any material required directly or indirectly under the contract.
9. Nothing extra will be paid to the contractor for diverting water in the channels or streams if it becomes necessary for the execution and completion of the work.
10. Amount of the work can be increased or decreased due to any item omitted and substituted in accordance with the requirement of the Board. And no claim on this account shall be entertained.
11. The Contractor shall be responsible for providing to the entire satisfaction of the Engineer-in-Charge at his own expenses for the following amenities for all the labour employed by him:-

- Suitable temporary hutting accommodation.
- Trench latrines, bathing enclosures, platforms separately for men and women and their regular cleanliness.
- Clean drinking water.

Any dispute regarding above points shall be settled by the Engineer-In-Charge and his decision shall be final.

12. For safe custody of materials and watch and ward thereof and proper double lock arrangement, the contractor shall be bound to follow the instruction of the Engineer-In-Charge.

13. The size of reinforced cement concrete and other structural member shall be measured and paid as per size provided in the structural drawings.

14. Error or omission, if any in the nomenclature rate or unit of the items or work shall be corrected as per CPWD schedule of Rates 2014.

Materials and testing of materials for quality:

15. The materials shall be subject to inspection and approval of the Engineer-In-Charge. The contractor shall be required to get necessary tests carried out of materials / work from an approved laboratory approved by the Board.

16. Any material will get tested at the cost of the contractor. The contractor will set up a site laboratory for testing of Coarse Aggregate, Fine Aggregate & Compressive Strength of Concrete, etc.

17. **Use of fly Ash:** The contractor is required to use fly ash clay bricks conforming to IS: 3812, if the same are available, in view of the Fly Ash Notification issued by the GOI from time to time.

18. The following are the respective CPWD sub sections/clauses relating to the relevant items of works under this package. Where there is discrepancy between CPWD specifications and BIS codes the former will prevail.

Sl No	Item description	Specification reference	IS Ref:	Remarks
1	Earth Work excavation felling grees etc.	CPWD specifications 2.0 to 2.27	IS: 783 -1985 Code of practice for laying of Concrete pipes. IS: 1200-1992 Method of Measurement of Building Works (Part I). IS: 3764-1992 Safety code for excavation work. IS: 2720-1983 Method of test of soils (All parts) IS: 1498-1980 Classification and identification of soils for General Engineering purposes IS: 2809 Glossary of terms and symbols relating to Soil Engineering IS: 4081-1986 Safety code for blasting and related drilling operations IS: 4988 Glossary of terms and classifications of earth moving machinery (All Parts)	
2	PCC	CPWD specifications sub head 4.0	IS 456 Ordinary Portland cement, 33 Grade, conforming to IS: 269-1989. Rapid Hardening Portland Cement, conforming to IS: 8041-1990. Ordinary Portland cement, 43 Grade, conforming to IS: 8112-1989. Ordinary Portland cement, 53 Grade, conforming to IS: 12269-1987. Sulphate Resistant Portland cement, conforming to IS: 12330-1988.	

SI No	Item description	Specification reference	IS Ref:	Remarks
3	RCC works	CPWD specifications sub head 5.0	<p>IS: 269-1989 Specification for Ordinary, Rapid-Hardening and Low Heat Portland Cement.</p> <p>2.IS: 455-1989 Specification for Portland Blast Furnace Slag Cement.</p> <p>3.IS: 1489-1991 Specification for Portland- Pozzolana Cement.</p> <p>4.IS: 4031-1996 Methods of Physical Tests for Hydraulic Cement.</p> <p>5.IS: 650-1991 Specification for Standard Sand for Testing of Cement.</p> <p>6. IS: 383 Specification for Coarse and Fine Aggregates from Natural Sources for Concrete.</p> <p>7.IS: 2386-1983 Methods of Test for Aggregates for Concrete. (Part I To VIII)</p> <p>8.IS: 516-1959 Method of Test for Strength of Concrete.</p> <p>9.IS: 1199-1959 Method of Sampling and</p>	

Sl No	Item description	Specification reference	IS Ref:	Remarks
			<p>Analysis of Concrete.</p> <p>10.IS: 3025-1987</p> <p>Method of Sampling and Test (Physical and Chemical) Water Used in Industry.</p> <p>11.IS: 432-1982</p> <p>Specification for Mild Steel and Medium Tensile Steel Bars and Hard Drawn Steel</p> <p>Wire for Concrete Reinforcement. (Part I & II)</p> <p>12.IS: 1139-1966</p> <p>Specification for Hot Rolled Mild Steel and Medium Tensile Steel Deformed Bar for Concrete Reinforcement.</p> <p>13.IS: 1566-1982</p> <p>Specification for Plain Hard Drawn Steel Wire Fabric for Concrete (Part I) Reinforcement.</p> <p>14. IS: 1785 Specification for Plain Hard Drawn Steel Wire for Pre-stressed Concrete.</p> <p>15.IS: 1786-1985</p> <p>Specification for Cold Twisted Steel Bars for Concrete Reinforcement.</p> <p>16.IS: 2090</p>	

SI No	Item description	Specification reference	IS Ref:	Remarks
			<p>Specification for High Tensile Steel Bars Used in Pre-stressed Concrete.</p> <p>17.IS: 4990-2001</p> <p>Specification for Plywood for Concrete Shuttering Work.</p> <p>18.IS: 2645-1975</p> <p>Specification for Integral Cement Water- Proofing Compounds.</p> <p>BS: 4461 Cold Worked Steel Bars for The Reinforcement of Concrete.</p> <p>19.IS: 4098 Lime Pozzolana Mixture (1st Revision) (Amendment 2)</p> <p>IS: 3201 Criteria for Design and Construction of Precast Concrete Trusses.</p> <p>20.IS: 2204 Code of Practice for Construction of Reinforced Concrete Shell Roof.</p> <p>21.IS: 2210 Criteria for The Design of R.C. Shell Structures and Folded Plates.</p> <p>22.IS: 2751-1979</p> <p>Code of Practice for Welding of Mild Steel Bars Used for Reinforced Concrete Construction.</p> <p>23.IS: 2502-1963</p> <p>Code of Practice for Bending and Fixing Vibrators for</p>	

SI No	Item description	Specification reference	IS Ref:	Remarks
			<p>Consolidating Concrete.</p> <p>24.IS: 3558-1983 Code of Practice for Use of Immersion Vibrators for Consolidating Concrete.</p> <p>25.IS: 3414-1968</p> <p>Code of Practice for Design and Installation of Joints in Buildings.</p> <p>26.IS: 4014-1967</p> <p>Code of Practice for Steel Tubular</p> <p>Scaffolding. (Part I & II)</p> <p>27.IS: 2571-1970</p> <p>Code of Practice for Laying In-Situ Cement Concrete Flooring.</p> <p>28.IS: 2250 Code of Practice for Preparation and Use of Masonry Mortar (1st Revision)</p> <p>29.9.2.5 Construction Safety</p> <p>IS: 3696-1987</p> <p>Safety Code for Scaffolds and Ladders. (Part I & II)</p> <p>30.IS: 3385 Code of Practice for Measurement of Civil Engineering Works.</p> <p>31.9.2.6 Measurement IS: 1200 Method of Measurement of Building Works.</p>	

Sl No	Item description	Specification reference	IS Ref:	Remarks
			32.IS: 3385 Code of Practice for Measurement of Civil Engineering Works.	
4	Masonry Brick work/laterite stones	CPWD specifications sub head 7.0	<p>1.IS 3620(Laterite),</p> <p>2.IS: 1077-1992</p> <p>Specifications for Common Burnt Clay Building Bricks</p> <p>3.IS: 1200 Measurements for Building Works</p> <p>4.IS: 1725 Specifications for Solid Cement Blocks used in General Building Construction</p> <p>5.IS: 1905-1987 Code of Practice for Structural Safety of Buildings: Masonry Walls.</p> <p>6.IS: 2116-1980 Sand for Masonry Mortars</p> <p>7.IS: 2180 Specification for Heavy Duty Burnt Clay Building Bricks</p> <p>8.IS: 2185-1979</p> <p>Specification for Concrete Masonry Units: Hollow and Solid Concrete Blocks</p> <p>9.IS: 2212-1991</p> <p>Code of Practice for Brick Work</p> <p>10.IS: 2222 Specification for Burnt Clay Perforated Building Bricks</p> <p>11.IS: 2691-1988</p>	

Sl No	Item description	Specification reference	IS Ref:	Remarks
			<p>Specification for Burnt Clay Facing Bricks</p> <p>12.IS: 3414-1968</p> <p>Code of Practice for Design and Installation of Joints in Buildings</p> <p>13.IS: 3466 Specification for Masonry Cement</p> <p>14.IS: 3952 Specification for Burnt Clay Hollow Blocks for Walls and Partitions</p> <p>15.IS:1124 water absorption and specific gravity of laterite stones</p> <p>16.IS:1121 compressive strength of laterite stones</p> <p>15.IS 1197(Pt.I) (Rubble</p>	
5	Joinery works	CPWD specifications sub head 9.0	<p>1.IS: 205 Specifications for non-ferrous metal butt hinges</p> <p>2.IS:287-1993 Recommendation for maximum permissible moisture content of timber used for different purposes.</p> <p>3.IS: 303 Specification for plywood for general purpose</p> <p>4.IS: 362 Specification for parliament hinges</p> <p>5.IS: 419-1967 Specification for putty</p>	

SI No	Item description	Specification reference	IS Ref:	Remarks
			<p>for the use on window frames</p> <p>6.IS: 883 Code of practice for design of structural timber in building.</p> <p>7.IS: 1003-1991</p> <p>Specification for Timber paneled and glazed shutters Part II - Window and ventilator shutters</p> <p>8.IS: 1200-1992 Method of measurement of building and Civil Engineering Works - Wood</p> <p>Work and Joinery</p> <p>9.IS: 1341 Specification for steel butt hinges</p> <p>10.IS: 1658 Specification for Fiber Hard Boards</p> <p>11.IS: 1761 Specification for transparent sheet glass for glazing and framing purposes.</p> <p>12.IS: 3087 Specification for wood particle boards (medium density for structural timber building)</p> <p>13.IS: 1956 Glossary of terms relating to iron and steel</p> <p>14.IS: 814-1991(Part I) Specifications for covered</p>	

SI No	Item description	Specification reference	IS Ref:	Remarks
			<p>electrodes for metal are welding of structural steel.</p> <p>15.IS: 814-1991(Part II)</p> <p>1. For welding products other than sheets, Specifications for covered electrodes for metal are welding of structural steel.</p> <p>2.For welding sheets</p> <p>16.IS: 815 Classification and coding of covered electrodes for metal are welding and cutting operation.</p> <p>17.IS: 1948-1961</p> <p>Aluminum doors, windows & ventilators.</p> <p>18.IS: 6227 Code of Practice for use of metal are welding in tubular structure</p> <p>19.IS: 6248-1979</p> <p>Specifications for metal rolling shutters and rolling grill</p> <p>20.IS: 1081-1960</p> <p>Code of Practice for fixing and glazing of metal (steel and aluminum) doors, Windows and ventilators.</p>	

Sl No	Item description	Specification reference	IS Ref:	Remarks
			<p>21.IS: 2062-1999</p> <p>Weldable Structural Steel</p> <p>22.IS: 1361-1978</p> <p>Specifications for steel windows for Industrial Buildings</p> <p>23.IS: 1200-1993(Part VIII) Measurements for steel work and iron work</p> <p>24.IS: 1038-1983 Specifications for steel doors, windows, and ventilators.</p> <p>25.IS: 226-1975 Specifications for structural steel (Standard quality)</p> <p>26.IS: 823 Code of procedure for manual metal arc welding of metal steel</p> <p>27.IS: 102-1962</p> <p>Ready mixed paint, brushing, red lead non-sitting, and priming.</p> <p>28.IS: 1363-1992</p> <p>For black hexagon bolts, nut and lock nuts (dia. 6 to 39mm) and black hexagon screws (Dia. 6 to 24mm)</p> <p>29.IS: 813 Scheme of</p>	

Sl No	Item description	Specification reference	IS Ref:	Remarks
			symbols for welding.	
6	Flooring	CPWD	<p>1.IS: 1130-1969 Specification For Marble (Blocks, Slabs And Tiles) (Reaffirmed 1993)</p> <p>2.IS:1141-1973(1141-1993)* Code Of Practice - Seasoning Of Timber (2nd Revision)</p> <p>3.IS: 1197-1970 Code Of Practice For Laying Rubber Floors (1st Revision) (Reaffirmed 1990)</p> <p>4.IS: 1198-1982 Code Of Practice For Laying, Fixing Ad Maintenance Of Linoleum Floor (1st Revision) (Reaffirmed 1990)</p> <p>5.IS: 1200 (PartXI) 1977 Method Of Measurement Of Building And Civil Engineering Work (Part XI)</p> <p>Paving, Floor Finishes, Dado And Skirting)(3rdRevision)(Ame ndment1) (Reaffirmed 1992)</p> <p>6.IS: 1237-1980 Specification For Cement Concrete Flooring Tiles (1st Revision)(Reaffirmed1990)</p> <p>7.IS: 1322-1982(1322-1993)</p> <p>Specification For Bitumen Felts For Water Proofing And Damp- Proofing</p>	

SI No	Item description	Specification reference	IS Ref:	Remarks
			<p>(4thRevision)</p> <p>8.IS: 1443-1972 Code Or Practice For Laying And Finishing Of Cement Concrete Flooring Tiles</p> <p>(1st Revision)(Reaffirmed 1991)</p> <p>9.IS:1489(Part-1) 1991</p> <p>Specification For Portland Pozzolana Cement (Part - 1) Fly ash Based (3rd Revision)</p> <p>10.IS: 1489- (PartII) 1991</p> <p>Specification For Portland Pozzolana Cement (Part II) Calcined Clay Based (3rdRevision)(Amendment 1)</p> <p>11.IS: 1580-1991</p> <p>Specification For Bituminous Compounds Of Water Proofing And Caulking Purpose (3rd Revision)</p> <p>12.IS: 1195 Bitumen Mastic For Flooring</p> <p>13.IS: 3384-1990 Bitumen Primer For Use In Waterproofing And Damp Proofing</p> <p>14.IS: 4832(Part - 1) Acid Resistant Mortars - Silicate Type</p> <p>15.IS: 4832(Part - 2) Acid Resistant Mortars - Resin Type</p>	

Sl No	Item description	Specification reference	IS Ref:	Remarks
			16.IS: 4457 Ceramic Unglazed Vitreous Acid Resisting Tiles	
7	Painting and Finishing	CPWD specifications sub head 13.0	<p>1.IS: 16-1991(Part: I) Shellac: Part: I-Hand Made Shellac (3rd Revision)</p> <p>2.IS: 16-1991(Part :II) Shellac: Part: II-Machine Made Shellac (3rd Revision)</p> <p>3.IS: 75-1973 Linseed Oil, Raw and Refined (Reaffirmed 1990) (2nd Revision)</p> <p>4.IS: 77-1976 Ready Mixed Paint, Brushing, Red Lead, Non setting, Priming (Reaffirmed 1991)(Revised)</p> <p>5.IS: 102-1962 Specification For Ready Mixed Paint, Brushing, Zinc Chrome, Priming (Reaffirmed 1993) (2nd Revision)</p> <p>6.IS: 104-1979 Ready Mixed Paint, brushing, priming Plaster to Indian Standard Colour No. 361, 631 White and off White (Reaffirmed 1993) (1st Revision)</p> <p>7.IS: 109-1968 Ready Mixed Paint, Brushing, priming Plaster to Indian</p>	

Sl No	Item description	Specification reference	IS Ref:	Remarks
			<p>Standard Colour No. 361, 631 White and off White (Reaffirmed 1993) (1st Revision)</p> <p>8.IS: 117-1964 Ready Mixed Paint, Brushing, Finishing Exterior, Semigloss For General Purposes to Indian Standards Colours (Reaffirmed 1988) (Revised)</p> <p>9.IS: 133-1993 Enamel, Interior (a) Under Coating (b) Finishing (3rd Revision)</p> <p>10.IS: 137-1965 Ready Mixed Paint, Brushing, Matt Or Egg Shell Flat, Finishing Interior to Indian Standard Colour as required (Revised 1993)</p> <p>11.IS: 158-1981 Ready Mixed Paint, Brushing, Bituminous Black, Lead Free, Acid, Alkali and Heat Resisting (Reaffirmed 1988) (3rd Revision)</p> <p>12.IS: 217-1988 Specification For Cut Back Bitumen (2nd Revision)</p> <p>13.IS: 218-1983 Specification For Creosote and Anthracene Oil For Use As Wood Preservatives (Reaffirmed 1990) (2nd Revision)</p> <p>14.IS: 290-1961 Coal Tar Black Paint (Reaffirmed 1991) (1st Revision)</p> <p>15.IS: 337-1975 Varnish,</p>	

Sl No	Item description	Specification reference	IS Ref:	Remarks
			<p>Finishing Interior (Reaffirmed 1991) (1st Revision)</p> <p>16.IS: 341-1973 Black Japan, Types „A“, „B“ „C“ (Reaffirmed 1991) (1st Revision)</p> <p>17.IS: 345-1952 Wood Filter, Transparent - Liquid (withdrawn)</p> <p>18.IS: 347-1975 Varnish, Shellac For General Purposes (Reaffirmed 1991) (1st Revision)</p> <p>19.IS: 348-1968 French Polish (Reaffirmed 1991) (1st Revision)</p> <p>20.IS: 419-1967 Putty For Use On Window Frames (Reaffirmed 1992) (1st Revision)</p> <p>21.IS: 427-1965 Distemper, Dry Colour as Required (Reaffirmed 1993) (Revised)</p> <p>22.IS: 428-2000 Distemper, Oil Emulsion, Colour as Required (Reaffirmed 1993) (1st Revision)</p> <p>23.IS: 524-1983 Varnish, Finishing, Exterior, Synthetic Air Drying (Reaffirmed 1990) (2ndEdition)</p> <p>24.IS: 533-1973 Gum Spirit</p>	

Sl No	Item description	Specification reference	IS Ref:	Remarks
			<p>of Turpentine (Oil of Turpentine) (Reaffirmed 1990) (1st Revision)</p> <p>25.IS: 712-1984 Specification For Building Limes (Reaffirmed 1991) (3rd Revision)</p> <p>26.IS: 1200-1976 (Part: XII)Method of Measurements of Building and Civil Engineering Works: Part: XII-Plastering and Pointing (Reaffirmed 1992) (3rd Revision)</p> <p>27.IS:1200-1987 Method of Measurements of Building and Civil Engineering Works:</p>	
8	Cement		<p>1.43 Grade OPC – IS8112</p> <p>2.53 Grade OPC-IS 1269</p> <p>3.PPC-IS 1489</p> <p>4.Rapid Harding Portland cement – IS 4032</p> <p>5.Port land slag cement IS 455</p> <p>6.Sulphate RC (SRC) –IS 12330</p>	
9	Fine aggregates	CPWD specifications sub head 5.0	IS 383, 2386	IS references included in other items
10	Coarse aggregates	CPWD specifications sub head 5.0	IS 383, 2386	IS numbers included in other items
11	Mortars	CPWD specifications sub head 3.0	IS 3025,4031, 269,455,1269	IS numbers included in other items

SI No	Item description	Specification reference	IS Ref:	Remarks
12	Water supply and Sanitary works	CPWD specifications sub head 18 and 17	<p>Water supply</p> <p>1 IS 554 Pipe threads where pressure tight joints are required on the threads- Dimensions, tolerances and designation</p> <p>2 IS 778 Specification for copper alloy gate, and check valves for water works purposes</p> <p>3 IS 779 Water meters (domestic type) Specification</p> <p>4 IS 780 Specification for sluice valves for water works purposes (50 to 300 mm size)</p> <p>5 IS 781 Specification for cast copper alloy screw down bib taps and stop valves for water services</p> <p>6 IS 782 Specification for caulking lead</p> <p>7 IS 1239 (Part 1) Steel tubes tubular and other wrought steel fittings, Part 1- Steel tubes- Specification</p> <p>8 IS 1239 (Part 2) Specification for mild steel tubes tubular and other wrought steel fittings, Part 2-Mild street tubular and other wrought steel pipe fittings</p> <p>9 IS 1538 Cast iron fittings for pressure pipes for water, gas and sewage – Specification</p> <p>10 IS 1703 Water fittings - copper alloy float valves</p>	

SI No	Item description	Specification reference	IS Ref:	Remarks
			<p>(horizontal plunger type) - Specification</p> <p>11 IS 2692 Ferrules for water services- Specification</p> <p>12 IS 3950 Specification for surface boxes for sluice valves</p> <p>13 IS 4736 Specification for Hot-dip Zinc Coatings on mild steel tubes</p> <p>14 IS 5312 (Part 1) Swing type reflex (non-return) valves for water works purposes. Part 1-Single door pattern</p> <p>15 IS 5312 (Part 2) Swing type reflex (non-return) valves for water works purposes. Part 2- Multi door pattern</p> <p>16 IS 5382 Rubber sealing rings for gas mains, water mains and sewers</p> <p>17 IS 9762 Specification for polyethylene floats (spherical) for float valves</p> <p>18 IS 9763 Plastic Bib taps and stop valves (rising spindle) for cold water services specifications</p> <p>19.IS 15450 PE-AL-PE Pipes for hot and cold water supplies Specifications</p> <p>20. IS 15778 Chlorinated Polyvinyl Chloride (CPVC) pipes for potable hot and cold water distribution supplies-specifications</p>	

Sl No	Item description	Specification reference	IS Ref:	Remarks
			<p>21. IS 15801 Polypropylene- Random Copolymer Pipes for hot and cold water supplies Specifications</p> <p>Sanitary</p> <p>1. IS 771 (Pt.1) Specification for glazed fire clay sanitary appliances: Part 1: General</p> <p>2. IS 771 (Pt.-2) Specification for glazed fire clay sanitary appliances: Part 2: Specific requirements of kitchen and laboratory sink.</p> <p>3. IS 772 Specific actions for general requirements for enameled cast iron sanitary appliances.</p> <p>4. IS 774 Flushing cisterns for water closets and urinals (Other than plastic cistern) - Specifications.</p> <p>5. IS 1300 Phenolic moulding materials. Specifications</p> <p>6. IS 1703 Water fittings- copper alloy float valves (horizontal plunger type) - Specification.</p> <p>7. IS 1795 Specification for pillar taps for water supply purposes.</p> <p>8. IS 2267 Polystyrene moulding and extrusion materials - Specifications</p> <p>9. IS 2326 Specification for Automatic Flushing Cisterns for Urinals (Other than plastic cisterns)</p> <p>10. IS 2548 (Part-1) Plastic seats and covers for water closets Part 1: Thermo set</p>	

SI No	Item description	Specification reference	IS Ref:	Remarks
			seats and covers Specifications 11. IS 2548 (Part-2) Plastic seats and covers for water closets Part 2: Thermoplastic seats and covers.- Specifications 12. IS 2556 Vitreous sanitary appliances (vitreous china) Specifications 13. IS 2556 (Part-1) Part-1: General requirements. 14. IS 2556 (Part-2) Part-2: Specific requirements of wash- down water closets. 15. IS 2556 (Part-3) Part-3: Specific squatting pans. 16. IS 2556 (Part-4) Part-4: Specific requirements of wash basins. 17. IS 2556 (Part-5) Part-5: Specific requirements of laboratory sinks. 18. IS 2556 (Part-6) Part-6: Specific requirements of Urinals & Partition plates 19. IS 2556 (Part-7) Part-7: Specific requirements of accessories for sanitary appliances 20. IS 2556 (Part -14) Part-14: Specific requirements of integrated squatting pans. 21. IS 2556 (Part -15) Part-15: Specific requirements of universal water closets. 22. IS 2963 Specification for Copper alloy waste fittings for wash basins and sinks. 23. IS 3389 Urea formaldehyde moulding materials - Specifications	

Sl No	Item description	Specification reference	IS Ref:	Remarks
			<p>24. IS 3989 Specification for centrifugally cast (spun) iron spigot and socket soil, waste and ventilating pipes fittings and accessories.</p> <p>25. IS 4827 Specification for electroplated coating of nickel and chromium on copper and copper alloys.</p> <p>26. IS 4984 Specification for high density polyethylene pipes for potable water</p>	
13	Electric Power Distribution And Wiring	CPWD specifications Chapter 3.0	<p>3.1 Introduction</p> <p>3.2 System of Distribution and wiring</p> <p>3.3.1 Sub main and Circuit Wiring</p> <p>3.3.2 Measurement of sub main and circuit wiring</p> <p>3.4 Point wiring</p> <p>3.4.1 & 2 Definition and Scope</p> <p>3.4.5 point wiring for socket outlet points</p> <p>3.4.6 & 7 Group Control point wiring and Twin Control light point wiring</p> <p>3.5 Wiring System</p> <p>3.6 & 3.7 Run of wiring and passing through walls or Floor</p> <p>3.10 & 3.11 Capacity of Circuit and Socket Outlets</p>	

SI No	Item description	Specification reference	IS Ref:	Remarks
			<p>3.14 Wiring Accessories</p> <p>(a) control switches for points (b) Switch boxes (c) Switch box covers (d) Ceiling Rose (e) Lamp Holders (f) Fittings</p> <p>3.15 Attachment of Fittings and accessories (a) & (b)</p> <p>3.16 Fans , Regulators and Clamp (a) Ceiling Fan (b) Exhaust Fan (c) Regulators</p> <p>3.17 Marking of Switch Boards</p> <p>3.20 Guidelines for planning Residential Areas</p>	

Annexure – I
FORM OF PERFORMANCE GUARANTEE

Project Manager (North East)
WAPCOS Limited
3rd Floor, JB Complex
Ganeshguri, Guwahati, Assam

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 or court. 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 upto and including _____ and shall be extended from time to time for such period as may be desired by M/s WAPCOS Limited to whom this bank guarantee has been given.

Notwithstanding anything contained herein

Our liability under this guarantee shall not exceed Rs. _____
(Rupees _____ only);

This bank guarantee shall be valid upto _____; and

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 twelve month after validity of Guarantee) Dated this ____day of

at New Delhi.

Annexure – II
FORM OF ADVANCE PAYMENT GUARANTEE (NOT APPLICABLE)

Project Manager (North East)
WAPCOS Limited
3rd Floor, JB Complex
Ganeshguri, Guwahati, Assam

In consideration of WAPCOS LTD. (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) with its Registered /Head Office at _____ (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 _____ (hereinafter called “the contract”) and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting to Rs. _____ (Rupees _____ only) as an advance against bank guarantee to be furnished by the Contractor.

We, _____ (name & address of bank) having its Head Office at _____ (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 immediately 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. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. We further agree that no change in the constitution of the Bank or of the Employer shall affect this 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 vary the advance or 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 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 does hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank does 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 limited to Rs. _____ (Rupees _____ only) and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____ on whose behalf this bank guarantee has been given. Notwithstanding anything contained herein

Our liability under this guarantee shall not exceed Rs. _____(Rupees _____ only);

This bank guarantee shall be valid upto _____ and 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 twelve months after the validity of the guarantee). Dated this

day of _____ at New Delhi.

WITNESS

(Signature)

(Name)

(Official address)

(Signature)

(Name)

(Signature)

(Name)

(Designation with bank stamp) Attorney as Power
of Attorney

No. _____ dt. _____

- 2) That the materials detailed in the said Account of Secured Advances which have been offered or will to and accepted by the WAPCOS as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the WAPCOS against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- 3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.
- 4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.
- 5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.
- 6) That the advances shall be repayable in full when or before the Contractor receives payment from the WAPCOS of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the WAPCOS will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- 7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these

presents the total amount of the advance or advances that may still be owing to the WAPCOS shall immediately on the happening of such default be repayable by the Contractor to the WAPCOS together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the WAPCOS in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the WAPCOS to repay and pay the same respectively to him accordingly.

8) That the Contractor hereby charges all the said materials with the repayment to the WAPCOS of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the WAPCOS may at any time thereafter adopt all or any of the following courses as he may deem best :-

(a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the WAPCOS on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the WAPCOS under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents

the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the saidandby the order and under the direction of the WAPCOS have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by..... the said contractor in the presence of

Signature Witness

Name..... Address

..... Signed

by.....

by the order and direction of the WAPCOS in the presence of

Witness Name..... Address

.....

Signed by.....

ANNEXURE-IV
FORMAT FOR SEEKING EXTENSION OF TIME

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time already given

letter no. and date	Extension granted	
	Months	Days
(a) 1st extension		
(b) 2 nd extension		
(c) 3rd extension		
(d) 4th extension		
(e) Total extension previously given		

9. Reasons for which extension have been previously given
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred.

Signature of Contractor

Dated

Annexure – V
FORMAT FOR GUARANTEE BONDS / AFFIDAVIT FOR WORK (On Rs. 100 non- Judicial Stamp Paper)

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS, ROCK WOOL INSULATION AND POLYURETHENE FOAM

The agreement made this ____ day of _____ 20 _____ between (Name of Contractor Firm) _____ (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 inter alia, 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, for the minimum life of ten years, to be reckoned from the date of start of Defect Liability 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 WITHNES WHEREOF those presents have been executed by the GUARANTOR _____ on behalf of (Name of Contractor Firm) and _____ by for and on behalf of the WAPCOS LIMITED on the day, month and year first above written.

Signed sealed and delivered by GUARANTOR in presence of :

1. _____

2. _____

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

1. _____

2. _____

Annexure – VI
FORMAT FOR GUARANTEE BONDS FOR WATER PROOFING (On Rs. 100 non- Judicial Stamp Paper)

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER PROOFING TREATMENT FOR BASEMENT / TERRACE / TOILETS

The agreement made this ____ day of _____ 20 _____ between (Name of Contractor Firm) _____ (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 inter alia, undertook to render the structures in the said contract the work in the said contract recited completely water and leak proof.

THE GUARANTOR hereby guarantee that the water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date of start of Defect Liability Period prescribed in the Contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects. The decision of the Engineer in charge with regard to cause of leakage shall be final.

During the period of guarantee the guarantor shall make good all defects and in case of any defects being found render the structure water proof to the satisfaction of the Engineer in charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the WAPCOS through 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 execute the water proofing, or commits breach thereunder then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any 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 cost incurred by the WAPCOS on the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the GUARANTOR _____ on behalf of (Name of Contractor Firm) and _____ by for and on behalf of the WAPCOS LIMITED on the day, month and year first above written.

Signed sealed and delivered by GUARANTOR in presence of :

1. _____

2. _____

SIGNED FOR AND ON BEHALF OF THE WAPCOS LIMITED BY _____

in the presence of :

1. _____

2. _____

Annexure – VII

FORMAT FOR GUARANTEE BONDS FOR ANTI-TERMITE TREATMENT (On Rs. 100 non- Judicial Stamp Paper)

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR ANTI- TERMITE TREATMENT

The agreement made this ____ day of _____ 20 _____ between (Name of Contractor Firm) _____ (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 inter alia, undertook to render the wooden work in the said contract recited completely Termite proof.

THE GUARANTOR hereby guarantee that the anti-termite treatment given by him will render the wooden works completely Termite proof and the minimum life of such Anti-Termite treatment shall be five years to be reckoned from the date completion of work as period prescribed in the contract.

During the period of guarantee the guarantor shall make good all defects and in case of any defects being found render the wooden works termite proof to the satisfaction of the Engineer in charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the WAPCOS through 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 execute the Anti-termite works, or commits breach thereunder then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any 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 cost incurred by the WAPCOS on the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITHNES WHEREOF those presents have been executed by the GUARANTOR _____ on behalf of (Name of Contractor Firm) and _____ by for and on behalf of the WAPCOS LIMITED on the day, month and year first above written.

Signed sealed and delivered by GUARANTOR in presence of :

1. _____

2. _____

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

1. _____

2. _____

ANNEXURE – VIII SAFETY CODES

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).

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.

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.

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.).

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 upto 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 defence 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

- (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. (100ft.) 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:-

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;

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;

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;

After drilling the borewell, 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;

After the completion of the borewell, 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; After the borewell is drilled the entire site should be brought to the ground level.

Demolition - Before any demolition work is commenced and also during the progress of the work,

All roads and open areas adjacent to the work site shall either be closed or suitably protected.

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.

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.

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.

Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

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. Those engaged in welding works shall be provided with welder's protective eye shields.

Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

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 atleast 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 :-

Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

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. 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.

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.

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.

The area should be barricaded or cordoned of 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.

No smoking or open flames shall be allowed near the blocked manhole being cleaned. 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.

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. Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

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. 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.

The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

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.

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.

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.

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.

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:-

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

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. 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.

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 :

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

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

Adequate facilities shall be provided to enable working painters to wash during and on cessation of work. Overall shall be worn by working painters during the whole of working period. Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials. Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man.

WAPCOS may require, when necessary medical examination of workers. Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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.

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

- (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.

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.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

FIRST-AID FACILITIES

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.

The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-

For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipments :-

- 6 small sterilised dressings.
- medium size sterilised dressings.
- large size sterilised dressings.
- large sterilised burn dressings.
- 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
- 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- 1 snakebite lancet.
- 1 (30 gms.) bottle of potassium permanganate crystals.
- 1 pair scissors.
- 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
- Ointment for burns.
- A bottle of suitable surgical antiseptic solution

For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.

- 12 small sterilised dressings.
- 6 medium size sterilised dressings.
- 6 large size sterilised dressings.
- 6 large size sterilised burn dressings.
- 6 (15 gms.) packets sterilised cotton wool.
- (60 ml.) bottle containing a two per cent alcoholic solution iodine.
- 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label
- 1 roll of adhesive plaster.
- 1 snake bite lancet.
- 1 (30 gms.) bottle of potassium permanganate crystals.
- 1 pair scissors.
- 1 copy of the first-aid leaflet issued by the Director General Factory Advice
 - Service and Labour Institutes / Government of India.
- A bottle containing 100 tablets (each of 5 gms.) of aspirin.
- Ointment for burns.
- A bottle of suitable surgical antiseptic solution.

Adequate arrangements shall be made for immediate recoupment of the equipment when necessary

Nothing except the prescribed contents shall be kept in the First-aid box. 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.

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.

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.

Where work places are situated in places which are not towns or cities, a suitable transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

DRINKING WATER

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. 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.

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.

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.

WASHING FACILITIES

In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein. Separate and adequate cleaning facilities shall be provided for the use of male and female workers. Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

LATRINES AND URINALS

Latrines shall be provided in every work place on the following scale namely :- Where female are employed, there shall be at least one latrine for every 25 females. Where males are employed, there shall be at least one latrine for every 25 males.

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.

Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

Construction of latrines: 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.

(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.

There shall be at least one urinal for male workers upto 50 and one for female workers upto 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 upto the first 500 and one for every 100 or part thereafter.

- (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.

Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

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 of 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).

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.

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 metres (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 sqm (6 sft) 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.

CRECHES

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.

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.

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.

The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

The use of the rooms earmarked as creches shall be restricted to children, their attendants of the children.

CANTEENS

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.

The canteen shall be maintained by the contractor in an efficient manner.

The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

The canteen shall be sufficiently lighted at all times when any person has access to it.

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.

Provided that the inside walls of the kitchen shall be lime-washed every four months. The premises of the canteen shall be maintained in a clean and sanitary condition.

Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

Suitable arrangements shall be made for the collection and disposal of garbage.

The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

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 metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

(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.

Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

(a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments 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 equipments.

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

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.

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:-

The rent of land and building.

The depreciation and maintenance charges for the building and equipment provided for the canteen.

The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.

The water charges and other charges incurred for lighting and ventilation

The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.

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

ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given

to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

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

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.

ANNEXURE-X
Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the C.P.W.D./PWD (DA) Contractors Labour Regulations.

2. DEFINITIONS

(i) Workman means any person employed by C.P.W.D./PWD (DA) or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Central Public Works Department/PWD (DA) to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-

(a) Who is employed mainly in a managerial or administrative capacity : or

(b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or

(c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

(ii) No person below the age of 14 years shall be employed to act as a workman.
Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

(iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

(iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

3. (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

(ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

(iii)

- (a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
- (b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- (c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix „III“.

5. PAYMENT OF WAGES

- (i) The contractor shall fix wage periods in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of

the last working day.

- (vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- (vii) All wages shall be paid through Bank or ECS or online transfer.
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- (xi) The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer- in-Charge as the case may be, a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll” as the case may be in the following form:-
- (xii) “Certified that the amount shown in column No has been paid to the workman concerned through bank account of labour on at.....”

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:-
 - (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

- (i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- (iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - (a) Full particulars of the labourers who met with accident.
 - (b) Rate of Wages.
 - (c) Sex
 - (d) Age
 - (e) Nature of accident and cause of accident.
 - (f) Time and date of accident.
 - (g) Date and time when admitted in Hospital,
 - (h) Date of discharge from the Hospital.
 - (i) Period of treatment and result of treatment.
 - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (k) Claim required to be paid under Workmen's Compensation Act.
 - (l) Date of payment of compensation.
 - (m) Amount paid with details of the person to whom the same was paid.
 - (n) Authority by whom the compensation was assessed.
 - (o) Remarks

- (v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)
- (vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
- (vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
- (viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

8. ATTENDANCE CARD-CUM-WAGE SLIP

- (i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-VII)
- (ii) The card shall be valid for each wage period.
- (iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (iv) The card shall remain in possession of the worker during the wage period under reference.
- (v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

10. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Ministry of Urban Development in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorised by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

- (i) The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report form the Labour Officer or the Superintending Engineer as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- (i) (A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
 - (a) An officer of a registered trade union of which he is a member.
 - (b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - (c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - (a) An officer of an association of employers of which he is a member.
 - (b) An officer of a federation of associations of employers to which association

referred to in clause (a) is affiliated.

(c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

(iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf.

17. SUBMISSIONS OF RETURNS

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

18. AMENDMENTS

The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.

For & on behalf of Tenderer

SECTION – IX

FINANCIAL BID

FINANCIAL BID SUBMISSION FORM (on letter head of the bidder)

To,

Project Manager (North East)
WAPCOS Limited
3rd Floor, JB Complex
Ganeshguri, Guwahati, Assam

Sub: Construction of New Academic Building in Assam Women's University, Jorhat, Assam

Dear 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 a 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.
(Rs..... in words) excluding Goods and Services Tax (GST) 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

Note:

1. Financial Bid Submission form along with BoQ excel sheet will form the Financial Proposal.
2. The quoted rate filled in BOQ, should include all costs associated with the project including any out of pocket/mobilization expenses, Taxes if any applicable as per Govt. terms, shall be paid by the Contractor excluding Goods and Services Tax (GST).
3. The Bidder will have full freedom to design and plan the construction schedule using best practices to achieve quality, durability, reliability, maintainability and safety as specified along with efficiency and economy. The Project risk as that of soil conditions and weather or commercial and technical risk relating to design and construction are assigned to the bidder.
4. The Successful Bidder is liable to pay liquidity damages for each day of delay beyond the specified date of completion, subject to total amount of damages not exceeding 10 (ten) per cent of the contract price. However, the successful bidder is entitled to time extension arising out of delays an account of change of the scope and force majeure. The Employer will order for any change in the scope of the project/component subject to a ceiling of 10% (ten percent) of contract price.
5. To ensure quality, regular inspections and quality checks must be carried out. The Employer shall carryout stage inspections in manufacturing of critical activities of the project.
6. Financial Proposal shall be submitted online only and no hard copy of financial proposal shall be submitted. Submission of Financial Bid in Hard Copy will lead to rejection of Bid.
7. The Financial Bid should be uploaded separately along with Technical bid before last date & time of submission of Tender Document. **No need to submit Financial Bid in hard copy, Submission of Financial Bid in Hard Copy will lead to rejection of Bid.**
8. Billing will be as per actual work.
9. **Rate quoted will be exclusive of GST.**
10. All payments shall be subject to deduction of taxes at source as per applicable law.
11. No escalation on any account will be payable over and above the Total Financial proposal.
12. All payments shall be made in Indian Rupees.