

**NOTICE INVITING E-TENDER
(Two-Stage QCBS)**

for

“OPERATION AND ROUTINE MAINTENANCE OF WATER SUPPLY LINES, TUBE WELLS, UGRS, WATER OVER HEAD TANKS AND PROPER WATER SUPPLY WITHIN THE ZONE, OPERATION AND MAINTENANCE OF FOUNTAINS INSTALLED AT NSEZ MAINTENANCE & OPERATION OF ALL TYPES OF FIREFIGHTING SYSTEMS, SECTOR-81, NOIDA (PACKAGE-6)”

NIT No.: WAP/ENVT/NSEZ/O&M-WS & FS/2023/06; **dt.** 28.08.2023



WAPCOS Limited
(A Government of India Undertaking)
76-C, Sector -18, Gurgaon- 122 015
Telephone: 0124-2397396
E-mail: noidasez.wapcos@gmail.com

NIT No.: WAP/ENVT/NSEZ/O&M-WS & FS/2023/06; dt. 28.08.2023

**NOTICE INVITING TENDER (NIT)
(Two-Stage QCBS)**

For

“OPERATION AND ROUTINE MAINTENANCE OF WATER SUPPLY LINES, TUBE WELLS, UGRS, WATER OVER HEAD TANKS AND PROPER WATER SUPPLY WITHIN THE ZONE, OPERATION AND MAINTENANCE OF FOUNTAINS INSTALLED AT NSEZ MAINTENANCE & OPERATION OF ALL TYPES OF FIREFIGHTING SYSTEMS, SECTOR-81, NOIDA (PACKAGE-6)”

Noida Special Economic Zone Authority has awarded Project management Consultancy to WAPCOS Limited, for providing the Services. WAPCOS Limited (A Govt. of India Undertaking), is working for and on behalf of Noida Special Economic Zone Authority in this regard. Online Submission of Technical document, Tender Fees, EMD etc. as detailed in Tender QCBS from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in tender document are invited. The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent for a period of not more than six months on review of performance depending upon the requirements and administrative conveniences of WAPCOS/NSEZ on same terms and conditions.

1.	Name of Work:	:	Operation and Routine Maintenance of Water Supply Lines, Tube wells, UGRS, Water Over Head Tanks and proper Water Supply within the Zone, Operation and Maintenance of Fountains installed at NSEZ Maintenance & Operation of all types of Firefighting Systems, Sector-81, Noida (Package-6)
2.	Location:		Noida Special Economic Zone, Sector-81, Noida, UP
3.	Website for viewing tender/ Corrigendum/ Addendum	:	https://etenders.gov.in/eprocure/app
4.	Website for Procurement/ downloading and uploading Tender document/ Corrigendum/ Addendum		https://etenders.gov.in/eprocure/app
5.	Estimated Cost of Work	:	Rs.1,22,24,007/-(excluding GST) (Rupees One Crore Twenty Two Lakhs Twenty Four Thousand and Seven Only)
6.	Tender submission fee	:	Rs.10,000/- (Non-refundable) in form of Demand Draft in favour of WAPCOS Limited payable at Gurgaon/New Delhi
7.	Amount of Earnest Money Deposit	:	Rs.2,44,480/- (Rupees Two Lakhs Forty Four Thousand Four Hundred and Eighty Only)

			<p>2% of the estimated cost (Refundable) in the form of RTGS/NEFT/D.D./Banker's cheque/FDR/Insurance Surety Bond in favors of 'WAPCOS Limited' payable at Gurugram, Haryana For online through NEFT/RTGS. WAPCOS LIMITED, Indian Overseas Bank A/C NO. 193502000000075 IFSC: IOBA0001935 <i>The proof of online payment is to be attached with Technical Proposal.</i></p>
8.	Time Period	:	1 year or as per the requirement of NSEZ/WAPCOS Limited the same shall be extend or decreased.
9.	Validity of Bid/Tender	:	90 Days
10.	Pre-bid Meeting	:	NA
11.	Last date & time of Procurement/download of tender Document	:	11.09.2023 up to 11:00 hours The bidder must officially procure/download the tender documents from the portal of CPPP Portal or WAPCOS before the last date and time of sale of tender document in order to bid.
12.	Last date & time for submission of Technical & Financial Bid.	:	11.09.2023 up to 13:00 hours
13.	Offline Submission of Tender Fees, EMD etc. as detail in Tender	:	11.09.2023 up to 13:00 hours in the office of Chief Executive Director (Envt & CM) WAPCOS Limited, Environment Division, 76-C, Sector -18, Gurgaon- 122 015
14.	Opening of Technical Bid	:	12.09.2023 at 15:30 hours
15.	Opening of Financial Bid	:	Will be intimated to Eligible Bidders
16.	WAPCOS Contact information	:	Chief Executive Director (ENVT & CM), WAPCOS Limited, Environment Division,76-C, Sector - 18, Gurgaon- 122 015 Telephone: 0124-2397396; E-mail: noidasez.wapcos@gmail.com
17.	Deadline for Clarification by the Applicants	:	Queries to be sent through E-mail on noidasez.wapcos@gmail.com in till 08.09.2023 upto 18:00 hours
18.	Signing of Contract	:	The Successful tendered will have to execute an agreement in stamp paper worth 0.1% of contract agreed amount in prescribed form.
If the office of WAPCOS Limited happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.			

The tender document has to be downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any. The dates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of 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 website <https://etenders.gov.in/eprocure/app>

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

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

IMPORTANT POINTS

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

1.2 All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.

1.3 WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. 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.

1.4 No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

1.5 All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.

1.6 It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

1.7 At the first instance the Technical Bids will be evaluated by the Tender Evaluation Committee (TEC) constituted for the purpose by WAPCOS. At the second stage, the financial bids

of only those bidders, who qualify in the Technical Bid will be opened by the Committee members. The bid opening committee after evaluation of the Financial bids, will give its specific recommendations regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the members of the bid opening committee.

For and on behalf of WAPCOS LIMITED

CED (Envt & CM)
WAPCOS Limited

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VOLUME-I
TECHNICAL BID

SECTION-I

INSTRUCTION TO BIDDERS

- 1.1 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.

6) 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.

7) 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.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) 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.

10) 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.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact Dr. Aman Sharma CED (Envt & CM) or Mr. Deepender Lamba (Sr. Engineer), WAPCOS Limited, Environment Division, Plot No-76-C, Sector-18, Gurugram: Phone Number: 0124-2397396, 0484-2413544; Email: noidasez.wapcos@gmail.com during office hours.

2.0 INSTRUCTION TO BIDDER

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

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

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

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

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

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

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

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

responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- c. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- d. 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.
- e. 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.
- f. Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

3.0 EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit **as mentioned in NIT and shall be submitted** in physical form in favour of WAPCOS Ltd payable at Gurgaon/New Delhi. The earnest money may be accepted only in the form of Demand Draft of a Scheduled Bank.

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

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

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

Failing in submission in required format, bid will be rejected.

4.0 COST OF BIDDING

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

5.0 LANGUAGE OF BID

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

6.0 CURRENCY OF BID

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

7.0 ANNEXURES

The Bidder follow the guidelines as per “**Section of Annexures**” mentioned in tender document. WAPCOS Limited reserves the right to reject any or all the bids or to cancel the Tender, without assigning any reason(s) whatsoever.

- **The Bill of quantity of tender along with rate and amount is enclosed at Section Financial Proposal Volume-II**
- **The Performa for filling the percentage is given in Microsoft excel sheet. Bidder shall fill the percentage only upto two decimal place in soft format. The bidder will upload same filled percentage quote in soft Microsoft Excel copy during uploading of financial bid.**

**For and on behalf of WAPCOS
LIMITED**

**(Sd/-)
CED (ENVT & CM)
WAPCOS Limited**

SECTION-II
SELECTION AND QUALIFYING CRITERIA

1.0 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. 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 and other factors having a bearing on the execution of the work.

2.0 QUALIFYING CRITERIA: 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 coloured 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).

Format of Check List

S.No.	Particular of Document	Yes	No	Page Nos.
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney			
b)	Scanned copy of EMD as mentioned in NIT.			
c)	Scanned copy of Demand Draft for Tender Fee			
d)	Letter of Transmittal on bidder letter Head to submit Technical Bid (Form-A)			
e)	Yearly Turnover and Audited Balance Sheet for Last 5 (five) years ending on the financial year 2022-23. (Form-B)			

S.No.	Particular of Document	Yes	No	Page Nos.
	<ul style="list-style-type: none"> • The contractor should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending 2022-23 duly audited by the Chartered Accountant. • Turnover: Average annual financial turnover should be at least 50% of the estimated cost of work during the last 3 consecutive financial years ending 2022-23. This should be duly audited by the Chartered Accountant doing Statutory Audit and mentioned UDIN Number on that certificate.. • Net worth of the Company/firm as on 31st march of previous Financial Year, should be positive • Audited Full Balance Sheet and Profit & loss Statement of Bidder for last 5 years should be verified by Chartered Accountant and mentioned UDIN 			
f)	<p>The bidder should have a Solvency of an Amount equal to 40% of the estimated cost after the date of publication of tender. <u>The Solvency Certificate shall be issued by Nationalized/Scheduled Commercial bank after the date of publishing of Tender document.</u> The solvency certificate should be marked to tender Authority of WAPCOS Limited along with Name of the project (Form C)</p>			
g)	<p>The contractor should have satisfactorily completed the works as mentioned below during the last seven years ending previous day of last date of submission of tender. Details should be enclosed (Form D)</p>			
	<p>One similar assignment costing not less than 80% of the estimated cost of work put to tender</p> <p style="text-align: center;">Or</p> <p>Two similar assignments of order value each not less than 50% of the estimated cost of work put to tender.</p> <p style="text-align: center;">Or</p> <p>Three similar assignments of order value each not less than 40% of the estimated cost of work put to tender</p>			

S.No.	Particular of Document	Yes	No	Page Nos.
<p>*Similar work refers to “Operation & Maintenance Works of Water Supply and Fire Fighting system in Government establishment/ Buildings.” (Please submit copy of PO/Work order and completion certificate issued by the client).</p> <p>Note:</p> <p>1. Completion certificates and work orders with bill of quantities should be enclosed which clearly indicates the name and nature of work, value of work and time period.</p> <p>2. TDS (26 AS) downloaded from the web matching with the experience certificate should be attached.</p> <p>3. All the eligible similar works executed and submitted by the bidders may be inspected by a committee which may consist of client or any other authority as decided by NIT approving authority.</p> <p>4. Experience certificate issued by the same management/ sister concern/ joint venture etc. are not acceptable.</p>				
h)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form-E)			
i)	The Blacklisting policy of the company is available on the official website of WAPCOS Limited. The bidder have to mandatorily furnish an undertaking addressing the same to Engineer-in-charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided. Any action in violation of the blacklisting policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work. Bidder should submit the declaration (Form-F)			
j)	Letter of understanding the project site on bidder letter Head (Form-G) .			
k)	‘No Deviation Certificate’ in prescribed format in Bidder’s Letter Head (Form-H) .			
l)	Consent Letter to execute the Integrity Pact along with Rs. 100 stamp paper (Integrity agreement) (Form-I) .			

S.No.	Particular of Document	Yes	No	Page Nos.
m)	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.			
n)	The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/Partnership Company/Limited company private or public or corporation. Joint Ventures/Consortia of firms are not accepted. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.			
p)	Copy of PAN Number, GST registration, Labor Registration, EPF & ESIC registration (copy of registration)			
q)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be signed (use scanned signature) by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any bid with any of the documents not so signed is liable to be rejected at the discretion of WAPCOS Limited. (Do Not Submit with the document of Offline Submission)			
r)	The experience in similar nature of work should be supported by certificates issued by the client's organization.			
s)	Escalation: All rates as per Estimated cost fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract. As manpower or other works which are not part of this boq			

S.No.	Particular of Document	Yes	No	Page Nos.
	shall be carried out as per the requirement of NSEZ/WAPCOS Limited			
t)	The Bidder should have valid A class contractor license in composite category or Civil/Electrical from Delhi or registration certificate (CPWD or any government department)			
u)	Undertaking regarding police Clearance of Employees posted at NSEZ			
v)	Firm must have valid ISO Certificate			
w)	Affidavit (Undertaking) towards Payment of Minimum Wages to the workers engaged as per applicable order CLC Daily wages and to enhance the rates, as and when it is revised.			
x)	Bidder shall submit the undertaking for understanding regarding that Defect Liability Period shall be one year.			
xi)	Undertaking regarding the Validity of the bid should be 120 days and after the award of work, if he (firm) is not taking over the work than his firm can be blacklisted for 2 years in participating of WAPCOS future tender.			
xii)	Organization Structure Chart			
xiii)	Letter of Undertaking (LUT): Bidders are advised to execute LUT and should be able to supply goods and services at zero rate through LUT. The SEZ Developers/units, its agencies appointed by them have been exempted from Payment of Customs Duty for goods or services imported into SEZ for its 18authorized operations in terms of Section 26 of SEZ Act, 2005. As per 16(1) of Chapter VII of IGST Act, all supplies of goods or services or both to SEZ Developer and Units are zero rated. Accordingly, bidder shall submit LUT if already registered. If not registered till date of submission of bid, bidder shall give undertaking on bidder letter head stating that they will get registered before submission of bills. For the purpose of availing this exemption, billing address should be taken as			

S.No.	Particular of Document	Yes	No	Page Nos.
	“WAPCOS ACCOUNT NSEZA”.			
	<p>**The agency/contractor shall comply to the requirements, stipulations in the codes, standards and regulation Central Electricity authority/ Delhi Norms. (Measurements relating to Safety and Electric Supply) Regulations 2010 with all its amendments up to date.</p> <ul style="list-style-type: none"> • If the bidder fail to submit any of the above document than it is liable to be rejected at the discretion of WAPCOS Limited. • All uploaded tender document should be readable. In case the uploaded tender documents are found not readable even after zoom, the bidder will stand ineligible. <p>If a tendered quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub-head in percentage rate tender, the tender shall be treated as invalid.</p> <ul style="list-style-type: none"> • All above documents should be submitted otherwise bid will be rejected. 			

Financial Bid should not be included in the Technical Bid. if found so, the bid shall be summarily rejected.

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

Evaluation of Technical and Financial Proposals

Evaluation of Proposals shall be on the basis of the following evaluation criteria and points system.

S. No.	Parameter	Score
1.	Bidders' average annual turnover for last three years: - <ul style="list-style-type: none"> • ≤ Rs.61.12 Lakhs • >Rs. 61.12 Lakhs to ≤ 1.23 crore • >Rs. 1.23 crore to ≤ 2.45 crore • > Rs.2.45 crore (7.5 Marks for each stage)	20
2.	Experience of Similar Works One Similar work of value not less than Rs. 97.80 Lakhs and above Or Two Similar works of value not less than Rs.61.12 Lakhs and above or Three Similar works of value not less than Rs.48.90 Lakhs and above For ongoing projects, proof from the Client regarding	25

	completion of equivalent amount of work can be given and as per above document is required i) 60% Marks for minimum eligibility ii) 100% Marks for twice the eligibility criteria or more In between (i) and (ii) - On prorata basis	
3.	Number of Running contract of Similar nature (Water Supply and Fire services) in hand during last financial year 2022-2023 of minimum value of Rs.48.90 Lakhs i) 60% Marks for minimum eligibility ii) 100% Marks for twice the eligibility criteria or more In between (i) and (ii) - On prorata basis	20
4.	Certification of Valid Registration license/ ISO certificate as Water supply contractor & Fire contractor from Government of India for providing Water supply & Firefighting services	10
5.	Presentation on execution of Water supply & Firefighting Services as per the scope of work	25
	Total	100

Note: Apart from above, the said document mentioned in the Checklist must be submitted. Failing in submission, bid is rejected.

Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the given time frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of Bidders and the proposal is likely to be rejected. Seeking clarifications cannot be treated as acceptance of the Proposal.

- ii. The Evaluation Committee will invite short-listed agencies for making a presentation on their Strategy, Strength, and Approach & Methodology for executing the scope of work outlines in the tender.
- iii. For calculating the Technical Score (TS) the individual scores, the individual scores, as per respective weightage specified above will be summed up. In order to qualify technically, a Proposal must secure minimum TS of 60.
- iv. Only Technically qualified Proposals shall be considered for Financial Bid Opening. Please Note bidder with 60 marks will qualify for opening of financial bid
- v. **Technical Proposal must not include any financial information failing which the Proposal will be rejected.**

Total Marks for Technical Evaluation (t) = 100

The marking of Technical Bids will be carried out as under:

- a. For the minimum eligible experience in each category, the bidder will get the minimum marks. The bidder will get higher marks for higher experience.
- b. The bidder shall also give a detailed presentation showcasing overall experience of the firm/ joint venture, areas of expertise, experience of the team to be deployed for the job, and understanding of work etc. The date of presentation (Either through Personal interaction or Video Conferencing) shall be intimated to all the bidders by email as per employer's requirement.
- c. The minimum Technical Score (St) required to qualify for financial bid opening is 60.

- d. The Technical Bids of the Bidders scoring 60 and above marks as explained above, will be considered as Responsive and their Financial Bids would be opened and considered for evaluation.
- e. The lowest evaluated Financial Proposal (Fm) will be awarded the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals will be calculated as follows:

$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

- f. **The weights given to the Technical (T) and Financial (P) Proposals are: T= 70, and P = 30.**

Bids shall be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights

T = the weight given to the Technical Proposal
 P = the weight given to the Financial Proposal
 T + P = 1 as following: $S = St \times T\% + Sf \times P\%$.

WAPCOS reserves the right to reject the Bid under any of the following Circumstances:

Bid is incomplete and/ or not accompanied by all required documents.

Bid is not in conformity with the terms and conditions of Tender/ Bid Document.

The Qualifications and Experience of the Bidder as well as the Manpower/ Personnel are not met by the Bidder.

Any other reasons due to which WAPCOS finds that the Bidder is not eligible.

Award of Work

- Work shall be awarded to the Bidder with the highest cumulative score calculated as per the method provided in Data Sheet and terms and conditions and the decision of WAPCOS shall be final and binding.
- WAPCOS reserves the right to accept or reject any or all the proposals
- Notification on Award of Work shall be made in writing to the successful Bidder.

3.0 OFFLINE SUBMISSIONS OF DOCUMENTS

The Bidder shall submit following Document offline

Proposal should be submitted in sealed envelope (Technical bid in on envelope) by 3:00 PM on 11.09.2023 at the following address:

**Dr. Aman Sharma
 CED (Envt & CM)
 76-C, Institutional Area,
 Sector-18, Gurgaon,**

Haryana-122015

Tel: 0124-2397396

Email id: noidasez.wapcos@gmail.com

Signed Tender Documents along with addendum/corrigendum and Originals EMD, Solvency Certificate and Tender submission fee in the form of Demand Draft in separate sealed envelopes clearly labelled as “EMD AND TENDER FEE” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.)

NOTE: The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids will be rejected. Also, SFMS system will be used for receiving confirmation of Inward bank Guarantee.

Indian Overseas Bank

NHB Gurgaon, Branch Code- 1935, IFSC Code- IOBA0001935, beneficiary- WAPCOS Limited

Note-2:

- 1. Financial Bid should not be included in the Technical Bid. if found so, the bid shall be summarily rejected.***
- 2. The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids will be rejected. Also, SFMS system will be used for receiving confirmation of Inward bank Guarantee. Indian Overseas Bank NHB Gurgaon, Branch Code- 1935, IFSC Code- IOBA0001935, beneficiary- WAPCOS Limited***
- 3. The proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s).***
- 4. Proposals received by facsimile shall be treated as defective, invalid and rejected.***
- 5. Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.***
- 6. No Bidder is allowed to modify, substitute or withdraw the Proposal after its submission***
- 7. Proposal shall be submitted in two parts (Technical & Financial). Each page of all parts should be page numbered and in conformance to the eligibility qualifications should be clearly indicated using an index page. The proposals should not contain any irrelevant or superfluous documents***
- 8. The bidder who has qualified the minimum qualifying criteria as outlined in NIT, shall be liable for financial opening.***
- 9. The bidder with lowest financial bid among those who passed the technical evaluation shall be liable for award of work.***
- 10. Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the given time frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of Bidders and the proposal is likely to be rejected. Seeking clarifications cannot be treated as acceptance of the Proposal.***
- 11. After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.***

3.1 CONTENTS OF FINANCIAL BID

The Financial Bid should be uploaded separately before last date & time of submission mentioned in the tender document.

The estimated cost mentioned in NIT is based on the rates of item of works in DSR and Non-DSR items on market rate. The quoted rate filled in Schedule of Quantities should

include all associated costs with the project including any out of pocket / mobilization expenses, necessary lead or lift associated with and not specified **excluding GST and other taxes., TDS, if any applicable as per Govt. terms, shall be paid by the Contractor. Rates quoted in the price bid shall be exclusive of GST. GST shall be reimbursed on submission of GST submission proof.**

Deduction of TDS and other deductions on payment made to the contractor shall be applicable as per extant rules.

The payment will be made for actual measurements certified by Engineer in Charge at the accepted rates in the price schedule / Bill of Quantities (BoQ).

3.2 OPENING OF FINANCIAL BID

The financial bids of the approved eligible bidders who are technically qualified shall be opened at the notified date & time mentioned in NIT.

The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract.

3.3 AWARD CRITERIA

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

For & on behalf of Tenderer

(Sd/-)

**CED (Envt & CM)
WAPCOS Limited**

Signature of the authorized representative :
Name of the agency :
Name and designation :
Contact Details a) Communication address :
b) E-mail id :
c) Contact Nos. :

For & on behalf of Tenderer

SECTION- III
GENERAL CONDITIONS TO CONTRACT

4.1 Validity of offer

The offer shall be valid for a period of ninety (90) days from the date of submission.

4.2 EMD and cost of Tender Document

Contractor/Agency shall submit an EMD and cost of Tender Document as specified in the Tender Notice by Demand Draft from any Scheduled Bank drawn in favour of WAPCOS LTD payable at Gurgaon/New Delhi. The EMD of unsuccessful tenderers will be re-funded.

4.3 Rates

The rates quoted shall include all the taxes (except GST), PF, ESI, etc. All the personnel employed by the Contractor should have PF account and ESI. Necessary proof shall be produced in the office of WAPCOS LTD. Statutory obligations like ESI, Provident Fund, Insurance, Medical expense/claim due to any accidents etc., of the personnel employed by the Contractor/Agency shall be met by the Contractor, and WAPCOS LTD./NSEZ shall not be held liable nor responsible for any such defaults. TDS shall be deducted from the Contractor's bills as per rules. **The rates shall be firm for the period from the date of the award of contract till the completion of the works as per agreement and no escalation whatsoever will be allowed during this period.**

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as “0” (ZERO).

4.4 Agreement

The selected agency will have to sign an agreement with WAPCOS Limited as per the format specified in Annexure B.

The agreement is non-exclusive in nature. The agreement shall not restrict WAPCOS/NSEZ from contracting for identical or similar services from any other person/party.

4.5 Duration of agreement: This agreement shall initially be valid for a period of eleven month the contract from the issuing of letter of award which may be extended for an additional period unless as provided herein revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of WAPCOS, directly or through some other complaint, that the agency had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the agency, this agreement shall stand terminated immediately upon intimation to the agency. However, the agency shall continue to discharge their responsibilities on the same terms and conditions till the next agency takes over.

4.6 Restrictions on Transfer agreement: The agency shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/partnership/third party shall be created without

the prior written consent of WAPCOS/NSEZ.

4.7 Liability: Except as provided in this Agreement, hereinbefore, WAPCOS shall not be liable to the Agency by virtue of termination of this agreement for any reason whatsoever for any loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

4.8 Market Rates : Shall be determined as per various sub-clauses under the clause 6.0 shall be on the basis of Prevailing rates of Material excluding GST (unless mentioned otherwise), Relevant Labour authority rate for Labour (CLC Wages), market rates of T&P etc. plus 15% or approved percentage from NSEZ towards Contractors' Profits and Overheads.

The following factors may be considered in the justification of rates on which contractor profit and overhead shall not be applicable:

- Building and other construction workers as applicable in the state of work place.
- EPF (Employer Contribution) component, as per EPF act on the portion of labor's wages.
- GST on works contract.

4.9 Suspension, Revocation or Termination of agreement

WAPCOS on behalf of NSEZ reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, WAPCOS/NSEZ shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges shall be payable by WAPCOS/NSEZ.

WAPCOS may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of fifteen days issued to the agency at its registered office, terminate / or suspend this agreement under any of the following circumstances:

- a) The agency failing to perform any obligation(s) under the agreement.
- b) The agency failing to rectify, within the time prescribed, any defect as may be pointed out by WAPCOS/NSEZ.
- c) Non-adherence to undertakings which NSEZ has committed to consumer.
- d) The agency going into liquidation or ordered to be wound up by competent authority.

If the agency is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to WAPCOS in writing. In that case, the written notice period can be reduced by WAPCOS as deemed fit under the circumstances. WAPCOS may also either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.

It shall be the responsibility of the agency to maintain the agreed quality of service, even during the period when the notice for surrender/termination of agreement is pending and if the quality of performance is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of agency and Security Deposit shall be forfeited, without any further notice.

Whenever breach of non-fulfillment of agreement conditions may come to the notice of WAPCOS through complaints or as a result of the regular monitoring, wherever considered appropriate

WAPCOS may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the agency or not. The agency shall extend all reasonable facilities and shall Endeavour to remove the hindrance of every type upon such inquiry.

4.10 Actions pursuant to Termination of Agreement: Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a) The Agency shall not represent the WAPCOS/NSEZ in any of its dealings.
- b) The Agency shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that it is still the WAPCOS/NSEZ's service provider.
- c) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

4.11 Security Deposit

The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. WAPCOS Ltd. shall deduct Security Deposit of 2.5%. The Security Deposit will be refunded after satisfactory completion of contract period. Security Deposit shall be released after satisfactory completion of Defect liability period

4.12 PERFORMANCE GUARANTEE

- i. **The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount** (This guarantee shall be in banker's cheque of any scheduled bank/DD of any scheduled bank/pay order of any scheduled bank (in case bank guarantee is less than Rs.10000/-) or government securities or fixed deposit receipts or bank guarantee of any scheduled bank or in accordance with the prescribed form) in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 7 days period from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in Charge. However, in case last day of submission of PG happens to be a bank holiday the last day of submission shall be the next working day.

i.The Performance Guarantee shall be valid up to the stipulated date of completion plus 60 days beyond that and claim period should be one year after the date of validity In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

- i. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which WAPCOS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b. Failure by the contractor to pay WAPCOS any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- ii. 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.
- iii. The Performance Guarantee shall be returned to the Contractor soon after the completion of works and issuance of the completion certificate.

4.13 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 the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the WAPCOS as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the WAPCOS to make good the deficit.

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

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

The Security Deposit shall be released after successful completion of Defect Liability Period.

4.14 Payment

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

The Contractor / Agency shall submit the bills at the end of every month and payment will be made within 30 (thirty) days of receipt of the bill subject to verification of attendance. All the applicable taxes and duties will be deducted from each bill. Along with Bill, Contractor will submit the consumable item sheet duly verified by engineer In charge WAPCOS/NSEZ/Satisfactory person. Payment terms will be same as per Work Order received by WAPCOS from NSEZ. The copy of the same is attached in NIT.

- Payment to labour shall be dispersed by the contractor by the 7th of every month positively.
- Payment of contractor shall be given by WAPCOS on the basis of proof submission by the contractor for the disbursement of payment to labour minimum wages as per CLC,ESI,EPF etc employed by him.
- All emergent Repair and Maintenance related complaints shall be attained to within 48 hours with concern of WAPCOS/NSEZ, failing which a recovery of rs 1000.00 per event per day shall be made from the subsequent payments to the agency and old material / items replaced with new one shall be deposit to NSEZ with care and returned certificate should be submit along with subsequent bill.
- In the event of failure to attened the compliant within 03 days ,the authorized officer of WAPCOS will get the work done at the risk and cost of the agency and expenditure incurred will be deducted from the subsequent payment of the agency .
- On submission of consumable item sheet duly verified by engineer In charge WAPCOS/NSEZ/Satisfacotry person.
- **Contractor will submit monthly bills along with ESI, EPF Proof of manpower and other proofs like diesel register, complaint registers etc.**

4.15 Penalty for error/variation: In case any error or variation fraudulent activites of manpower ,illegal,theft than what was intended for is detected in the work executed by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by WAPCOS/NSEZ in a reasonable manner and recovered from the Agency from payments due to them by way of penalty, 0.5 to 1% per week subjected to a maximum of 10% (ten percent) of the fee for the contract value. However, if the

Agency submits justification for the variation to the satisfaction of WAPCOS/NSEZ, then the penalty shall not be imposed.

4.16 Conveyance

The Contractor shall provide vehicle for site visit of WAPCOS/NSEZ personnel as and when required.

4.17 Insurance for Contractor's personnel

The Contractor/Agency shall maintain accident insurance (Group) policy for all the personnel employed by him in the Zone. Necessary proof of this shall be produced to WAPCOS LTD./NSEZ authorities for verification. Statutory obligations like payment of PF, ESI of the personnel employed shall also be the responsibility of the Contractor/Agency and WAPCOS LTD./NSEZ shall not be held responsible for any failure by the Agency on these counts.

4.18 Removal of an employee from duties

The service provided by each person engaged by the Contractor/Agency shall be satisfactory to WAPCOS LTD./NSEZ. If WAPCOS LTD./NSEZ intimates the Contractor/Agency regarding misconduct, incapability, delay in discharging duties or non-performance of any personnel employed by the Contractor, he shall be removed from his duties in the ARM work and the Contractor/ Agency shall provide suitable substitutes immediately.

4.19 Assignment

The rights and obligations arising out of this agreement shall not be assigned or transferred to a third party without prior written consent of either party.

4.20 Completion of tenure

On completion of the tenure of the agreement, if not renewed, the Contractor/Agency shall handover all the materials belongings to NSEZ to WAPCOS LTD. Contractor shall remove all materials belonging to him including the workforce without any delay. However, the Contractor shall continue to discharge their responsibilities till the next Contractor takes over the duty and the Contractor shall train the staff of the new Contractor.

4.21 Force Majeure

If performance by either party of its duties and obligation under this agreement is prevented or delayed by circumstances of force majeure including, but not limited to fire, flood, earthquakes, strike, war, riots, insurrection, any action undertaken or restriction imposed by authority of any Government agency of court, shortage of equipment or raw materials or any other act beyond its reasonable control, the time within which the affected party must perform shall be delayed for a period under such circumstances to a maximum of 120 days during which the parties shall use alternate methods, but after which period either party shall have the right to terminate the agreement. Determination of this agreement shall not relieve either party from the payment of the sum or performance of other duties and obligations, which may be owing to the other, as a result of the operation of this agreement prior to such termination.

4.22 Termination

Notwithstanding anything contained herein, either party to this agreement shall have the right to terminate this contract by giving the other party 30 days notice in writing. If the service of the Contractor/Agency is found to be not satisfactory, the contract will be terminated with one month notice and the Contractor/Agency will not be eligible for any compensation on this account.

4.23 Settlement of Disputes

Any dispute, controversy or claims arising out of or relating to this agreement or the breach, termination or invalidity thereof, shall be settled through dispute resolution 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 meetings, wherein minutes of the said meetings shall be prepared and countersigned by the all the parties. It is mandatory to prepare minutes of meetings and to be countersigned by all the parties, irrespective of the outcome of the said meetings.
- b) In the event the parties are unable to reach on any settlement in the said meetings, then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with the 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/agreement between Principal Employer/Client & WAPCOS, Principal Employer/Client shall also be made party to the said arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the arbitration clause shall survive and shall be acted upon.
- f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any 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 or formation (including non-contractual disputes or claims) shall be governed by and constructed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.

4.24 Compensation Clause

If the Agency is engaged to execute any project based on a separate work order, the WAPCOS

shall be entitled to include a clause for liquidated damages as under: Should the agency fails to deliver its responsibilities within the period prescribed and agreed, WAPCOS without prejudice to other remedies available to it, shall be entitled to recover liquidated damages for breach of contract without any necessity to prove the same, a sum equivalent to 0.5% of the value of the work for each week of delay or part thereof for a period up to 10 (Ten) weeks, and thereafter at the rate of 0.7% of the value of the delayed commissioning for each week of delay or part thereof for another 10 weeks of delay. The Agency should acknowledge that the said amount represents reasonable compensation as it is difficult to prove the quantum of damages that will be suffered by WAPCOS/NSEZ. The total value of the liquidated damages as per above shall be limited to a maximum of 10% (Ten percent) i.e. LD shall be levied up to 20 weeks only. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time shall be granted.

Without prejudice to its rights and any other remedy, WAPCOS may en-cash SD in case of any breach of terms and conditions of the agreement or in case of business loss suffered by WAPCOS/NSEZ due to failure of service on the part of the agency.

4.25 Confidentiality of Information & Intellectual Property:

Subject to conditions contained in this Agreement, the agency shall take all necessary steps to safeguard the privacy and confidentiality of any information about WAPCOS/NSEZ consumers from whom it has acquired such information by virtue of the service provided and shall use its best endeavors to secure that:

The agency shall take necessary steps to ensure that the agency itself and any person(s) acting on its behalf observe confidentiality of client/consumer information.

The agency shall, prior to commencement of this agreement, confirm in writing to WAPCOS/NSEZ that the agency has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.

This clause shall survive the termination or expiry of this Agreement.

Neither party will use the other party's name nor marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval.

4.26 Indemnification

The agency agrees to protect, defend, indemnify and hold harmless WAPCOS/NSEZ and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

Any breach of the terms and conditions in this agreement by the agency.

The agency shall be fully responsible for the employment and payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith and hereby

indemnifies and agrees to continue indemnifying WAPCOS/NSEZ in this regard.

The employees of the Agency shall have no right for employment either with the Client during the pendency of the agreement or after, or with the Agency. The personnel employed by the Agency shall at all times be employees of the Agency and all statutory dues to and obligations and liabilities in respect of such employees shall be promptly paid and discharged by it. Notwithstanding their responsibility to comply with any directions or instructions given by the Client, the personnel employed by the Agency will not, for any purposes whatsoever, be treated or deemed to be employees of Client or have any claim or right whatsoever for employment with the Client and the Client will have no obligations or liabilities whatsoever in relation to any of them or in respect of anything done or omitted to be done by any of them

This clause shall survive the termination or expiry of this Agreement.

4.27 Relationship: Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account. However, on a written consent from the WAPCOS/NSEZ, the agency may represent WAPCOS/NSEZ.

4.28 Jurisdiction

Any dispute connected with this contract shall fall within the jurisdiction of Courts at Delhi.

4.30 CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If contractor:

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

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

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

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for

completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by WAPCOS because of action under this clause shall not exceed 10% of the Contract value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the WAPCOS are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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

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

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

4.30 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

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

If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the WAPCOS for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the

work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lacs and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Additional Conditions of Contract may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

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

4.32 **MINIMUM WAGES ACT TO BE COMPLIED WITH**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

4.33 **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.

4.34 **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.

4.35 WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR

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

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.

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

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

4.36 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.

4.35 ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

4.36 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.

4.37 APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH

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

4.38 SITE OFFICES AND FACILITIES

The cost of providing the work/facilities stated in the sub-clauses of this clause are to be borne by the Contractor and shall be deemed to be included in the rates quoted by the Contractor.

The Contractor shall supply, erect and satisfactorily maintain Site Office for the Employer in good condition until final completion of works, a well-lighted, well ventilated and air-conditioned and adequately weather proofed temporary, burglar proof readily available Site Office (Portable Cabins) of adequate capacity having the covered area not less than 500 Sq. Ft. with all facilities such as telephone, fax, internet, photocopier, computer/ laptop & printer along with operator,

regular electric & purified drinking water supply etc. and 4-wheeled transportation/inspection vehicle, in running condition & duly maintained as per the requirement of the project, without any extra cost to employer. The Contractor shall provide adequate access to the office. The Contractor shall be responsible during the continuance of the Contract for the security of the office and for all plans, documents and papers and other clauses contained therein. The sitting of the office shall be in accordance with the instructions of the Engineer-in-Charge. Service personnel shall also be made available at the Office at all times and shall clean site office daily. The Contractor shall provide uninterrupted power and water to the Office as directed for 24 hours free of cost. An amount equal to 1% of gross bill from all running account & final bill shall be recovered, if the above facilities are not provided by the Contractor.

The Contractor shall dismantle and remove from site all such temporary structures on completion of Contract or whenever required by the Employer.

The contractor shall also make sufficient arrangement for Photography/ Videography preferably by maintaining a camera/video camera at site so that video and photographs can be taken of a specific activity at any point of time. The contractor shall also provide software like MS Project/Primavera etc. for the purpose of preparing progress report etc.

The Contractor shall provide at his own cost, One Site sign Board, at directed location of overall size 2.40 metres wide and 1.50 metres height and of approved design. The names of the Project, Employer, Consultants, Engineer and Contractor etc. shall be exhibited as directed.

The Contractor shall maintain daily weather record. Daily maximum and minimum temperature and corresponding, humidity shall be recorded and charted. Rainy days shall be recorded when the rain lasting more than one hour hampers the work. Any other inclemency in weather shall be recorded. The records shall be regularly shown to the Engineer-in-Charge and his signature obtained.

The Contractor shall arrange at his own cost to maintain a progress record of the works by taking (5"x 7")/8'X10" size colour photographs minimum 6 Nos. or more per month as directed by the Engineer-in-Charge during the construction stages and after completion and shall supply one set to the Engineer-in-Charge at no extra cost. These photographs shall also be submitted as part of the Contractors R.A. Bills.

The Contractor shall provide arrangements for firefighting at his own cost. For this purpose, he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. This equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained. The Contractor may be subject to periodic fire prevention inspections and any deficiency or unsafe condition shall be corrected by the Contractor at his own cost and to approval of the Engineer-in-Charge and the relevant authorities.

These fire prevention inspections shall include but not limited to the following:

- Proper handling, storage and disposal of combustible materials, liquids and wastes.
- Work operations which can create fire hazards.
- Access for firefighting equipment.
- Type, size, number and location of fire extinguishers or other firefighting equipment.
- Inspection and maintenance records for extinguishers
- Type, number and location of containers for the removal of surplus materials and rubbish.

- General housekeeping

For the purpose of quick communication between the Engineer-in-Charge and the Contractor or his Representative, Site Order Books shall be maintained at site in the manner as described below:

Any communication, relating to the works may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of the Contract. Each site order book shall have machine- numbered pages in triplicate and shall be carefully maintained and preserved by the Contractor and shall be made available to the Engineer-in-Charge as and when demanded. Any instruction which the Engineer-in-Charge may like to issue to the Contractor may be recorded by him in the site order book and two copies thereof taken by the Engineer-in-Charge for his record. The Contractor or his Contractor or Representative may similarly record in the site order book any communication he may like to send to the Engineer-in-Charge. Two copies thereof when sent to the Engineer-in-Charge and receipt obtained thereof, will constitute adequate services of the communication to the Engineer-in-Charge.

4.39: Data, Services and Facilities to be provided by the Employer

Attention is drawn to the following which are not provided by the Employer and are to be arranged by the Contractor at his own cost.

- The Employer will not provide office accommodation. The Contractor shall make his own office accommodation arrangements for their office staff for each of the field supervision teams including furniture, equipment, operation and maintenance.
- The Employer will not provide project vehicles to the Contractor. The Contractor shall make his own arrangements in respect of vehicles. The Contractor shall ensure that vehicles for the team are of good makes and are of excellent working condition.
- The Contractor shall be responsible for making his own arrangements for survey equipment.
- The Contractor shall be responsible for making his own arrangements for communications.

4.29 Order of Precedence Of Documents

In case of difference, contradiction, discrepancy, with regard to conditions of contract, specifications, Drawings, Bill of Quantities etc. forming part of the contract, the following shall prevail in order of precedence.

- WAPCOS and NSEZ MOU and terms and condition lay over by time to time.
- Letter of Award, along with statement of agreed variation and its enclosures, if any.
- Special Condition of Contract
- Scope of Work
- Description of Bill of Quantity/Schedule of Quantities
- Technical Specification (General, Additional and Technical Specification) as given in Tender Documents
- General Condition of Contract
- Drawings, if any
- CPWD/MORTH specification (as specified in Technical Specification in Tender) update

with correction slips issued up to last date of receipt of tenders.

➤ Relevant B.I.S codes

Clause-4.30: PREFERENCE TO MAKE IN INDIA

- The provision of revised “Public Procurement (Preference to Make in India) Order 2017-Revision’ Issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no.-P45021/2/2017-PP (BE-II) as amended on 16.09.2020 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%.
- Verification of local Content
 - a) The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement of the tender. They shall also give details of the location at which the local value addition is made.
 - b) In cases of procurement for a value in excess of Rs. 10 crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

For & on behalf of Tenderer

Signature of the authorized representative :
Name of the agency :
Name and designation :
Contact Details a) Communication address :

b) E-mail id :
c) Contact Nos. :

SECTION-IV

SPECIAL CONDITIONS TO CONTRACT

- I. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of WAPCOS Limited and the contractor/agency together with the documents referred to therein

including these conditions, instructions issued from time to time by the Engineer-in-charge all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In case of difference, contradiction, discrepancy, dispute with regard to General Condition of Contract (G.C.C), the provision made in the Special Conditions of Contract (SCC) will prevail.

The Contractor shall be responsible for consequential effects arising out during the inspection done by the Chief Technical Examiner Cell, Central Vigilance Commission or by the Building Works Committee or third party authorized by WAPCOS or any statutory committee or by any duly authorized representative of WAPCOS, during the progress or any time after the construction and development of project up to the defect liability period, and will take appropriate action for rectification of defective work. Rectification of defective works or replacement of sub-standard materials or articles, as pointed out by the Chief Technical Cell, Central Vigilance Commission, Building Works Committee or authorized representative of WAPCOS or third party authorized by WAPCOS or any statutory committee, will be carried out or replaced by the Contractor at his own risk and cost. WAPCOS will not pay any extra amount for such rectification or replacement.

II. Completion Period

The duration of contract will be Twelve (12) **month** from the date of start of work which shall be increased or decreased as per the requirement of NSEZ/WAPCOS as per the same terms and conditions.

III. The agency shall be responsible to collect the feedback from client on the weekly/monthly/quarterly basis. Based on the observations, if any, recorded by the allotted, necessary action shall have to be initiated by the agency and defects/deficiency shall have to be attended immediately and is to be brought to the Notice of WAPCOS

IV. Goods and Service Tax

The quoted rate shall be exclusive of Goods and Service tax (GST), However, GST shall be reimbursed on actual basis after the submission of GST proof.

V. The agency will depute appropriate resources to monitor and manage the progress of the project.

VI. The liability to insure the spares and tools, if any, in the possession of the agency will be of the agency and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the agency.

VII. Obligations of WAPCOS/NSEZ

WAPCOS/NSEZ shall -

- Facilitate entry pass to all staff and personnel of the agency
- Ensure timely payment as specified elsewhere in this NIT.

VIII. Decision of WAPCOS For Recovery Of Reduced Worker force Shall Be Final And Binding:

WAPCOS has given its provisional requirement of different categories of workforce for different work in subsequent paras. This will be the minimum quantity of workers to be

deployed by the Contractor at site. However, if WAPCOS choose/decides to reduce the workforce at any time, recovery shall be made from the contractor's payment at the rate decided by WAPCOS which shall be final & binding on the contractor/agency. The reduction amount shall be calculated on the basis of BOQ rate and plus & minus rate quoted by the bidder.

No extra payment shall be made by WAPCOS if contractor choose to deploy more workforces on its own then mentioned in the tender documents.

IX. Minimum Wages

If shall be the responsibility of contractor to pay minimum wages as per CLC. Notification to the workers as applicable/revised time to time during the tenure of the contract. This tender is prepared on the basis of minimum wages applicable as on the date of publication of this tender except the following post.

However, any increase or decrease in minimum wages by the Government after the last date of submission of the tender during the tenure of the project shall be reimbursed/deducted with/from the in their monthly bills of the contractor based on the applicability of revised rates and on production of suitable evidences as per the norms except the following person.

- In Case the agency fails to abide by any of the conditions a financial penalty on every default as decided by WAPCOS management will be imposed

X. Fore closure Of Contract Due To Abandonment or Reduction in Scope of Work

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

The contractor shall be paid at contract rates, full amount for works executed at site.

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

XII. Payment Of Wages

- a. The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) CLC Rules, wherever applicable.
- b. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

- c. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by WAPCOS from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Rules, CLC rules, wherever applicable.
- d. (i) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (ii) Under the provision of Minimum Wages (CLC) Rules, 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. CLC rules also applicable.
- e. The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, CLC Minimum wages Act, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- f. The contractor shall indemnify and keep indemnified WAPCOS against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations/CLC Labour rule without prejudice to his right to claim indemnity from his subcontractors.
- g. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- h. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

- i. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

- XIII. In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.
- XIV. 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.
- XV. In the event of the contractor(s) committing a default or breach of any of the provisions of the WAPCOS, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.
- XVI. 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) CLC rules, 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 remodelled 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).

XVII. 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.

XVIII. Contractor Indemnify WAPCOS against Patent Rights

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

XIX. 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.

XX. If Relative Working In WAPCOS Then the Contractor Not Allowed To Tender

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

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

XXI. Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, WAPCOS.

XXII. DISMANTLED MATERIAL WAPCOS PROPERTY

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

XXIII. WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications, BSI standards and codes, Indian electricity rule 1956, Indian electricity act 2003 and fire safety regulation pertaining to electric applications. The specification with up to date correction on the last date of submission of tender for work. In case specification of any item is not clear, MoRTH Specification, CPWD specification, Indian standard (IS) IRC (Indian Road Congress) specification, NBPDC specifications with up to date correction slips issued on last date of submission of tender of work is applicable.

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

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

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

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

XXIV. **SECURED ADVANCE ON NON-PERISHABLE MATERIALS:** Not applicable

XXV. **MOBILISATION ADVANCE:** Not applicable

XXVI. **PLANT MACHINERY & SHUTTERING MATERIAL ADVANCE:** Not applicable

XXVII. **INTEREST & RECOVERY:** Not Applicable

XXVIII. **Requirement of Technical Staff:**

Min. Qualification/ Experience	Nos.	Designation	Penal recovery if not employed
1. Graduate Engineer (Civil/Electrical)/ Diploma holder (Civil) with minimum seven years' experience in the relevant	1	Site-in-charge	40,000/- per month

field (Nodal Officer for NSEZ)			
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- **Note: Salary of the above-posted employee shall be beard by the contractor only. No reimbursement/payment shall be done by WAPCOS or NSEZ.**

XXIX. Other Conditions Required

- The firm/contractor shall furnish a list of the workers deployed along with their full names, father’s/husband’s name, date of birth, full residential addresses (present & permanent), contact tel. No. etc. The firm/contractor shall be responsible to get the character and antecedents of the persons verified by the Police before deploying them in NSEZ. The authenticated copies of Police verification certificate/documents of the persons, who are to be deployed in NSEZ, shall be submitted by the firm to WAPCOS. WAPCOS/NSEZ reserve the right to conduct the test, as may be deemed fit to adjudge the suitability of the persons provided by the firm/contractor. WAPCOS/NSEZ also reserves the right to get the person’s character and antecedents verified by the Police, if deemed necessary.
- The firm will also ensure that the persons deployed in NSEZ are medically fit and will keep record of their medical fitness. The firm shall withdraw such persons, who are not found suitable by NSEZ/WAPCOS for any reasons, immediately on receipt of such request from WAPCOS/NSEZ. The copies of medical fitness certificate of the persons who are to be deployed in NSEZ, shall be submitted by the successful bidder to WAPCOS/NSEZ.
- There shall be no representation of any kind, implied or otherwise, of any automatic absorption, regularization, continued engagement or concession or preference in employment security for the persons engaged by the service provider for any engagement. service or employment in any capacity, in any office or establishment of the Govt. A copy of each of the agreement entered into by the firm with the persons, deployed in NSEZ are required to be submitted to WAPCOS/NSEZ within a fortnight of deployment.
- The contract does not amount to employment with the Government or confer any right on the contractor/firm or the workers engaged by the firm/contractor, nor any representation by the Government as to the possibility or preference in. employment at any time in future in respect of security and other personnel of the contractor/firm in any office/ establishment of the Government.
- The firm/contractor shall appoint a coordinator, who would be responsible for immediate interaction with WAPCOS/NSEZ and so that optimal services are available without disruption.
- The worker engaged will observe discipline and decorum and shall not-misbehave with any WAPCOS/NSEZ officer.
- If at any point of time, any person absent himself/herself, a substitute shall be provided immediately.
- In case, any person is absent on a particular day and substitute is not provided, a daily rate/ pro rate shall be deducted from the bill for the month. In case the firm is asked to provide a substitute and fails in doing so within 3 (three) days, then a penalty equal to 10% of the daily wages of the worker will be imposed on the firm, besides deduction of daily wages.
- The firm/contractor shall be directly responsible for settlement of any dispute or grievance of the 'Worker' relating to his/her deployment in NSEZ and any other matters

that may arise in this regard and WAPCOS/NSEZ, in no way, be responsible for settlement of such issues/dispute.

- Any liability regarding payments of wages to the 'workers' arising due to non compliance with any provisions of the Labour Laws or due to any human loss/injury during the course of work will be the sole and personal responsibility of the firm/contractor. The successful firm/contractor shall submit, a notarized affidavit on a stamp paper of appropriate value to the effect that the firm undertake to pay Minimum Rates of wages to the persons engaged as per applicable orders of CLC, GOVERNMENT OF INDIA and to enhance the rates, as and when it is revised as well as all the statutory dues w.r.t ESI, EPF etc. to NSEZ. The contractor will submit the copies of the EPF statement/pass Book, ESI Card and Service Tax Challans long with monthly bill, without which the payment to the contracting firm will not be released.
- The successful bidder will submit an undertaking in form of duly executed affidavit to deposit EPF contribution of the Employer and Employee in the EPF Account of the workers every month.
- The successful bidder will also submit an undertaking in form of duly executed affidavit to the effect that if the contractor does not provide copies of depositing Employer and Employees share in the EPF Account of the employee, he will not be entitled for these payments.
- The successful bidders will also submit an undertaking in the form of duly executed affidavit to comply with the instructions relating to payment of EPF in respect of those employees who are not in excluded category as per instruction issued by the Government on the subject.
- The employer's share of EPF will not be paid to the contractor for those persons, who are in the excluded category of EPF contribution as per latest guidelines issued by Ministry of Labour & Employment in this regard. The employer's share of EPF will be paid to the Contractor on production of documentary evidence of depositing the share in the individual employee's EPF account opened for the employee in his/her name.
- The firm/contractor shall undertake to provide the services for the entire duration regularly failing which the Performance Security Deposits and such other amount that may be due from WAPCOS/NSEZ to the firm shall stand forfeited.
- If at any point of time, the services being provided by the firm/contractor are found to be unsatisfactory in any manner, the WAPCOS/NSEZ will have full authority to discontinue the services of the firm/contractor by giving notice of 15 days. The decision of WAPCOS in this regard shall be final and binding on the firm/contractor.
- The working hours of the workers on the basis of 6 days working in a week. The workers shall have to sign the attendance both at the time of arrival and departure.
- In emergent situations the services of the persons may be required on Sundays/Holidays also.
- If, any workers arrives late or leaves early, a deduction of the daily rate shall be made on half day basis.
- If, at any point of time, the services of any person provided by the firm/contractor are found to be unsatisfactory or not of the expected level in any manner, the firm/contractor shall change the worker immediately.
- The workers shall not be entitled for any financial benefit that are admissible to regular employees of WAPCOS/NSEZ. However, the firm/contractor is required to pay wages to the workers engaged strictly as per the Minimum Wages Act modified from time to time including EPF, ESI and other social security schemes of the Government of CLC, Government of India and Ministry of Labour & Employment. The wages to the workers would be dynamic. The weekly rest etc. should also be allowed to workers as

per statutory provisions. This is required to be quoted by all bidders at the time of submitting bids, which would be increased as and when increased by the Government authorities. All the statutory requirements such as obtaining valid Labour Licence on the basis of contract letter and compliance of all the provisions of social security legislations in general and provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (R&A) Rules 1971 in particular are required to be complied with by the contractor. The firm/contractor should quote their Service Charge for providing services of workers for WAPCOS/NSEZ over and above the statutory payments to be made to each worker. so deployed. Except the Administrative Service Charges, quoted by the service provider, no other amount is to be retained by the service provider out of the minimum wages, EPF, ESI etc. as mandated by the statutory provisions on the subject. The proof of depositing the service tax with the appropriate authorities have to be submitted to WAPCOS periodically.

- The administrative Service Charges per worker Quoted by the firm in the financial bid shall be commensurate with the administrative and supervisory efforts required for executing the contract.
- The rates of wages and the consequential revision in the statutory contribution on worker's wages will be revised by CLC from the date of statutory revision in minimum wages of the workers and in case of revision in the rate of contribution on worker's wages (i.e EPF,ESI etc.) by the CLC Government/Central Government whatsoever may be the case. However, there will be no increase in the Administrative Service Charges quoted by the firm/contractor.
- The firm should be registered with ESI, PF, Service Tax, Work Contract Tax, Labour Licence & PAN (GST) with the concerned authorities.
- The contractor shall comply with all relevant Laws and the Rules made there under viz. Income Tax, ESI Act, PF Act, Factories Act, ID Act and Contract Labour (Regulation & Abolition) Act, Private Security Agencies (Regulation) Act, 2005 and Private Security Agencies Central Model Rules, 2006. Payment shall be conditional on fulfillment of the provisions of these Acts and the rules framed there under.
- The payment of wages to the workers have to be made by the contractor in accordance with the provision of Section 21 of the Contract Labour (Regulation & Abolition) Act, 1970.
- The firm/contractor will make payment of wages to the workers provided by 7th of every month.
- In case of failure to make payment of wages to the workers within the prescribed period or making short payment by the firm/contractor, the Performance Security Deposit amount deposited by the firm/contractor with WAPCOS Limited will be forfeited. The firm will also be blacklisted.
- **Vehicle for site visit and office set up at site for WAPCOS officials shall be provided by the contractor at his own cost.**
- The Firm/ contractor shall be responsible for all commission and omissions on the part of manpower engaged for the purpose. WAPCOS Limited shall not be held responsible in any manner whatsoever, in matter of injury/death/health etc. of the contractor's employee performing duties under this contract.
- If it is found that the information/certificates furnished by the participating firm is incorrect/wrong or bogus, the firm shall be blacklisted, its bids will be ignored and EMD will be forfeited.
- WAPCOS Limited has reserve the right to execute more items or quantities or manpower as per the NSEZ or site requirement.

- This tender is based upon the estimations on the basis of site conditions (tentative) enclosed with technical specifications and BOQ. WAPCOS Limited reserves the right to vary any individual item to any extent either positive or negative within the scope of work as defined as per the requirement of NSEZ/WAPCOS Limited. The decision as to items are within the scope of work shall be of WAPCOS Limited which is final & binding. Therefore in case of variation in quantity as given in BOQ either positive or negative no rate revision is applicable. In case of New Rate or Price of the Substituted/Extra/deduction items shall be derived from any relevant rates or prices in the Contract. New rate or price of the substituted/Extra/deduction items shall be derived from the Delhi Schedule of Rates -2021. In case the rates are not available in DSR, the same shall be derived from the competitive market quotes, obtained by WAPCOS Limited representative. The contractor's profit and overheads together shall be taken as 15% only. ESI, Bonus, CPoH and EPF etc. as applicable also taken in case of changes in the manpower. In Substitute Item or extra item, being the scheduled Item (Delhi Schedule of rates), these shall be paid as per Delhi Schedule of rates plus/minus tender percentage with respect to estimated cost.
- The completion cost of any maintenance work shall not exceed 2.00 times the tendered amount and 10% of the sanctioned cost for budgeted works. The Engineer-in-charge shall record reasons for such deviation beyond the contract amount and take necessary approval from competent authority.
- The material shall conform to the quality and make as per attached list in Technical Specifications. However, for the items not appearing in the list preference shall be given to those articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available the quality of sample brought by the Contractor shall be judged by the standard laid down in the relevant ISI specification/CPWD specification. All materials and articles brought by the contractor to the site for use shall conform to the samples approved, which shall be preserved till the completion of the work. However, such articles which bear ISI mark but stand banned by CPWD will not be used. Notwithstanding the case of materials of "Preferred Make" as given in Annexure, provisions of Clause 10A of the General Conditions of Contract for Central PWD works shall be applicable on the materials of "Preferred Make" also.

For & on behalf of Tenderer

ANNEXURE – I

FORM OF PERFORMANCE SECURITY (GUARANTEE)

WAPCOS Limited,
76-C, Sector 18,

Gurgaon-122015.

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

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

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

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

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

power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated _____ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank. We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value. We the said bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

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

Notwithstanding anything contained herein

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

Dated this _____ day of _____ at _____

For & on behalf of Tenderer

ANNEXURE – II

FORMAT FOR AFFIDAVIT

I / We have submitted a bank guarantee for the work (Name of work) Agreement No.

_____ Dated _____ from _____ (Name of the Bank with full address) to the WAPCOS Limited, New Delhi with a view to seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on

_____ I / We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my / our own initiative up to a period of _____ months after the recorded date of completion of the work or as directed by the WAPCOS.

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

(Deponent)
Signature of Contractor

Note : The affidavit is to be given by the Executants before a first class Magistrate.
(To be submitted in original by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) attached by Notary Public)

ANNEXURE – III
FORMAT OF RESUME OF PROPOSED PERSONNEL

The bidder shall provide all the information requested below:

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

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

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

Certification:

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

{ day/month/year }

Name of Personnel

Signature

Date

{ day/month/year }

Name of authorized Representative of the Contractor

Signature

Date

ANNEXURE-IV**SAFETY CODES**

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

- i. If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- ii. During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
- iii. Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m all-round the point of drilling to avoid entry of people;
- iv. After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- v. After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- vi. After the bore well is drilled the entire site should be brought to the ground level.

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

- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.

- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
 - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

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

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

- (q) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- (r) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
- (s) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

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

- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
- (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
- (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
- (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- (v) Overall shall be worn by working painters during the whole of working period.
- (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man.
- (viii) WAPCOS may require, when necessary medical examination of workers.
- (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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

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

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

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means

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

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

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

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

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

For & on behalf of Tenderer

ANNEXURE – IV**MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS****1. APPLICATION**

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-

- (a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment's:-
 1. 6 small sterilized dressings.
 2. 3 medium size sterilized dressings.
 3. 3 large size sterilized dressings.
 4. 3 large sterilized burn dressings.
 5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
 6. 1 (30 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
 7. 1 snakebite lancet.
 8. 1 (30 gms.) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 12. Ointment for burns.
 13. A bottle of suitable surgical antiseptic solution

- (b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipment's.
 1. 12 small sterilized dressings.

2. 6 medium size sterilized dressings.
3. 6 large size sterilized dressings.
4. 6 large size sterilized burn dressings.
5. 6 (15 gms.) packets sterilized cotton wool.
6. 6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

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

4. DRINKING WATER

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

5. ANTI-MALARIAL PRECAUTIONS

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

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

7. AMENDMENTS

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

For & on behalf of Tenderer

SECTION-VI**ELEGIBILITY CRITERIA AND IT, S FROMS:
FORM 'A'
LETTER OF TRANSMITTAL**

To
Chief Executive Director (Envt & CM)
WAPCOS Limited
Environment Division
76-C, Sector -18,
Gurgaon -122015

Subject: Submission of bids for the work of “Cleaning of Sewers/Drains, Disposal of Garbage, Sanitation and Cleaning Related Work inside the Zone Complex, Service Centre Building and Staff Quarter Building in NSEZ, Noida (Package-5)”.

Sir,

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

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

Name of work	Certificate from

Certificate:

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

Enclosures:

Seal of bidder

Date of submission:
Bidder(s)

Signature(s) of

FORM 'B'

FINANCIAL INFORMATION

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

Years	Gross Annual Turnover	Profit/Loss (After Tax)
2022-2023		
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Signature of Chartered Accountant
(UDIN Number and Seal)

Signature of Bidder(s).
(with Seal)

FORM C
SOLVENCY CERTIFICATE FROM A SCHEDULED COMERCIAL BANK

To

Chief Executive Director (Envt & CM)
WAPCOS Limited
Environment Division
76-C, Sector -18,
Gurgaon -122015

Subject: Submission of bids for the work of “Cleaning of Sewers/Drains, Disposal of Garbage, Sanitation and Cleaning Related Work inside the Zone Complex, Service Centre Building and Staff Quarter Building in NSEZ, Noida (Package-5)”.

This is to certify that to the best of our knowledge and information that

M/s..... having marginally noted address, as a
Customer of our bank are/is respectable and can be treated as good for any engagement upto a limit
of Rs.....

(Rupees.....)

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

(Signature) For the Bank
(Email id of Bank)

NOTE:

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

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

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

f the Bidder)

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

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL FOR
AUTHORIZED SIGNATORY
(On Rs. 100 stamp paper)**

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.

FORM “E” (On letter head)
STRUCTURE & ORGANISATION

S.No.	Particulars	Details Submitted by Bidder
1.	Name & address of the Bidder:	
2.	Telephone no./Mobile No./Telex no./Fax no.	
3.	Email id for communication	
4.	Legal status of the bidder (attach copies of original document defining the legal status) (a) An Individual (b) A proprietary firm (c) A firm in partnership (d) A limited company or Corporation	
	Particulars of registration with various Government Bodies (attach attested photocopy)	
5.	Organization/Place of Registration 1. 2. 3.	Registration No.
6.	Names and titles of Directors & Officers with designation to be concerned with this work along with their contact number and Email id	
7.	Designation of individuals authorized to act for the organization	
8.	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
9.	Banker of Agency with full address (Attach bankers certificate of account maintenance for the last two years) Telephone number of banker	
10	PAN of the firm	

11	<p>Statutory requirements:</p> <p>a) Whether the firm/company is registered with labour Department of State Government/UT Administration</p> <p>b) Whether the firm/company is registered under the employees State Insurance Act, 1948</p> <p>c) Whether the firm/company is registered under the Employees Provident Fund and Miscellaneous Provision Act, 1952.</p>	
12.	ESI, P.F, GST, Labour Registration No.	
13.	GST Paid last receipt	
14	Affidavit by the firms to pay minimum rates wages to the workers engaged as per applicable order Government CLC and to enhance the rates, as and when it is revised.	
15.	Undertaking by the firm to provide clearance from police authorities in respect of workers.	
16.	Any other information considered necessary but not included above.	

Signature of Bidder(s)
Name:
Seal (firm/company)

Date:

Place:

(Note all the supporting documents shall be attached with Bid documents)

FORM-F

**Format of Undertaking to be furnished on Company Letter Head with regard to
Blacklisting/Non-Debarment by the contracting Agency**

Name of work:

Ref: Tender No.....dated.....

To

Chief Executive Director (Envnt & CM)

WAPCOS Limited

76-C , Industrial Area

Gurgaon, Haryana

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS Limited. 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.

For.....

Authorized Signatory

Date:-

FORM-G

FORMAT FOR UNDERSTANDING THE PROJECT SITE

(on Bidder Letter Head)

To

Chief Executive Director (Envt & CM)
WAPCOS Limited
Environment Division
76-C, Sector -18,
Gurgaon -122015

Subject: Undertaking of the Site

Sir,

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the Location and conditions etc.

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

Yours faithfully,

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

Place:

Name and seal of Bidder

FORM-H

FORMAT FOR NO DEVIATION CERTIFICATE

[To be submitted on Bidder's Letter Head]

To,

Chief Executive Director (Env. & CM),
WAPCOS Limited
Environment Division
76-C, Sector -18,
Gurgaon - 122015

Subject: No Deviation Certificate

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

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

Place:

Name and seal of Bidder

FORM-I

CONSENT LETTER FOR INTEGRITY PACT

To,

Chief Executive Director (Envt & CM)
WAPCOS Limited
Environment Division
76-C, Sector -18,
Gurgaon -122015

Sub: Integrity Pact

Dear Sir,

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

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

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

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

**FORMAT FOR INTEGRITY PACT
(On Rs. 100 stamp paper)**

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

BETWEEN

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

AND

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

Preamble

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

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury

may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

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

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

Article 4: Previous Transgression

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

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

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

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 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. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS.

Article 7- Other Provisions

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original 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 Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

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

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated:

FORM-J

**Affidavit
Payment of Wages**

- Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- All wages shall be paid through Bank or ECS or online transfer
- It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour
- The contractor shall obtain from the authorized representative of the Engineer-in-charge as the case maybe, a certified under his signature at the end of the entire in the “Register of wages” or the “Wages cum-Muster Roll” as the case may be in the following form:

“Certified that the amount shown in column no.....has been paid to the workman concerned through bank account of labour on.....at.....”

The field units may also pursue with contractors of the existing contract to make payment to the labour by the contractor through Bank or ECS or online transfer also.

FORM-K

UNDERTAKING

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

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

Date

Place

Signature, name and designation of the Authorized signatory)

SECTION-VII**SCOPE OF WORK****INTRODUCTION**

Noida Special Economic Zone Authority has awarded Project management Consultancy to WAPCOS Limited, for providing the Services. WAPCOS Limited (A Govt. of India Undertaking), is working for and on behalf of Noida Special Economic Zone Authority in this regard. Online Submission of Technical document, Tender Fees, EMD etc. as detailed in Tender QCBS from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in tender document are invited. The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent for a period of not more than six months on review of performance depending upon the requirements and administrative conveniences of WAPCOS/NSEZ on same terms and conditions.

The scope of work includes “Operation and Routine Maintenance of Water Supply Lines, Tube wells, UGRs, Water Over Head Tanks and proper Water Supply within the Zone, Operation and Maintenance of Fountains installed at NSEZ Maintenance & Operation of all types of Firefighting Systems, Sector-81, Noida (Package-6)” for the year of 2023 -24. WAPCOS/NSEZ reserves the right to add or delete any premises/ office in the below mentioned list.

S. No.	Name of the Buildings/Premises	Location
1	Noida Special Economic Zone	Noida Special Economic Zone, Sector-81, Noida, UP

All the Civil/Electrical work should be as per CPWD specification and Government of India norms.

Scope of Work-operation and routine maintenance of water supply lines, tube wells, UGRs, water over head tanks and proper water supply within the zone and maintenance, operation & maintenance of fountains and maintenance & operation of all types of firefighting systems,sector-81,Noida

1. DAILY ROUTINE WORK:-WATER SUPPLY WORK:-

- Operation and Maintenance of water supply lines in entire zone, staff quarters, SDF Blocks, Service Centre, lawns/Parks, Side/Central verges.
- Routine maintenance of UGR and UGR Surrounding area, Overhead tanks, and Terrace tank of SDF Blocks/Staff quarters/Service Centre.
- Operation and Maintenance of all tube wells including repairing and overhauling of all motor pumps, Vertical turbine pumps, starters, electric panels, cables and deployment of operators related to water supply system.
- Routine maintenance of damage water supply lines.
- Daily routine work details/Complaint will be maintain in register by supervisor get it verified by the WAPCOS /NSEZ Authority at the end of the week.
- Water and Fire Pump room should be kept clean on daily basis. All machine and Equipment's should be cleaned on daily routine and paint work should be done from time to time to protect the

machine/Pumps/motors etc. from corrosion.

- Daily routine checking of all terrace tank in SDF Blocks/Staff Quarters etc.no any overflow water should fall out from the roof.
- Checking for Rain water pipe, it should be clean before rainy season. No any blockage should remain on the pipe.
- Repair/rewinding and servicing of 7 nos. electric transformers and related to pump house . Total 3 nos DG sets: 02 no. of 160 KVA, 01 no. of 45 KVA, with AMF panels, cables and other accessories. For the AMC of the D.G. Sets, the contractor shall engage the respective Original Equipment Manufacturer only.
- Operation, maintenance and routine maintenance of Water harvesting pits in the Zone.

2. DAILY ROUTINE WORK:- FOUNTAIN WORK:-

- Comprehensive maintenance & operation of fountains 03 nos of lotus effect fountains installed with following specification in the of service center in Noida Special Economic Zone, Noida.

3. DAILY ROUTINE WORK:-FIRE FIGHTING WORK:-

- Maintenance & operation of all type of Fire Fighting-Systems, Extinguisher Hydrants, Fire wells/ Storage tanks, Fire alarm, systems, Smoke detectors, Fire pumps, Diesel Engines including diesel, consumables, spares etc. in all SDFs, Admn. Block, Staff quarters, Gate and Entire area of the zone. No equipment, machinery or transport shall be provided by the NSEZ Authority.
- The maintenance agency (contractor) shall be solely responsible for the day to day maintenance of Fire Fighting, Fire Alarm and CO2 Flooding system on 24 x 7 hours basis under this contract. Complete Scope of work and maintenance schedules of this work is given elsewhere in the tender document.
- The maintenance shall include supply of manpower in shifts and organizing periodical fire drills as required by WAPCOS/ NSEZ Authority after every three months. Servicing of

the fire pumps and cost of consumables will be covered in the quoted rates.

- Major or special repair or overhauling of any equipment such as Fire Pumps & Motors, Fire Fighting / Fire Alarm Panels, Batteries, Hooters and prevention & routine maintenance including servicing, minor rectification repair works will be the responsibility of the Agency. All material including Diesel oil (At least 40 liter per Month) for Fire Engine Pump will be responsibility of the Agency and some minor material such as Petroleum Jelly, grass, lubricants, tools & tackles, nuts & bolts, distilled water, Brasso, dhoti, log books & stationeries, fuse, rubber packing, threads, indicator lamps, clamps, resistors, diodes etc. which are in the scope of this work. Nothing extra shall be paid on account of consumables and small tools; plants required for the work.
- The Agency will promptly inform WAPCOS as soon as occurrence of any minor/major defect in these systems so that WAPCOS can take advance action towards its rectification and procurement of any material required for that purpose. Manpower for the rectification will be provided by the Agency in its quoted rates.
- The Agency will be responsible for keeping a watch on any incident of fire in the entire NSEZ Zone including that of the occupants on 24 x 7 hours basis. It will immediately alarm the occupant if any smoke or fire is noticed in their premises and will fully cooperate with them for extinguishing the same. The Agency, if required will inform the Fire Service/Fire Brigade and charge of the work of such incident of his employees deployed in the NSEZ.
- Total 1 no's DG sets: 01 no. Of 160KVA with AMF panels, cables and other accessories. For the AMC of the D.G. Sets, the contractor shall engage the respective Original Equipment Manufacturer only.
- Above mentioned all responsibility will be contractor he will not claim any extra charges for their scope of work.

Note: -

- Manpower may be increase or decrease according to direction of NSEZ Authority. Payment will be made on deployment of actual manpower basis
- Rates quoted should be exclusive of IGST as NSEZ Authority, being a SEZ developer in terms of provisions of SEZ Act, 2005, is eligible for zero rated IGST.
- Rate quoted should be inclusive of all the charges (EPF, ESIC/Medical insurance etc as per applicable Govt. provisions) associated with the work and no additional cost shall be paid whatsoever during the contract period.
- Rate quoted shall be inclusive all the equipment required for the work.
- Water shall be provided by NSEZA at UGR or any other existing points.
- The deployment of manpower shall be finalized after submission of their ID proof, documentary evidence & Photo and personal interview with WAPCOS/ NSEZA team.
- WAPCOS has the right to (i) ask replacement of any worker due to their misbehaviour or lack of performing duties and (ii) terminate the contract due to lack of performing duties; with a one-month notice in writing in either cases.
- The staff working in the said work shall not be allowed to carry out any part time jobs.
- The cost of Uniform for workers, Safety measures, Transportation of any Materials, Tools, safety measures etc. shall be included in the scope of contractor for satisfactory fulfilment of the contract as per the scope of work.
- The deployed manpower shall be provided with proper uniform category wise in consultation with WAPCOS/NSEZ Authority.
- Monthly payment to the workers should be transferred directly to their bank account No payment of salary shall be made in cash.

- The tenderer shall quote rates up to zero decimal and as well as in words. In case of any discrepancy, the lowest rate quoted shall prevail.

The integration between the functions of the various components based on Office building & its premises requirement is of paramount importance.

4. Terms&Conditions:-

- An Screening Committee has been constituted for scrutiny of all types of Manpower deployed at NSEZ.
- The Screening Committee will take appropriate steps regarding quality of Manpower Services. It is mandatory for all approved outsourced to wear/display Identity Card properly at the workplace all the time clearly visible and the same shall be signed by the Chairperson of committee.
- Regarding deployment of Manpower the decision of Screening Committee will be final.
- The contractor will take prior permission from the NSEZ Authority before removal of any workers from NSEZ Office and contractor will submit the same with proper justification and after making full and final payment.
- All workers will be in proper uniform with net jacket. The design of the uniform shall be finalized in consultation with NSEZ Authority. Nothing extra shall be paid for uniform. If someone is found without prescribed uniform at the time of work, a penalty of Rs.200/- per day/person will be imposed. Prior permission of NSEZ Authority will be taken before finalizing the uniform.
- The contractor will not charge anything extra from employee in the name of Registration Charges and any other charges which are not mentioned in the contract.
- The contractor will provide suitable transport in consultation with NSEZ Authority to their workers for quick disposal of their routine works/complaints.
- Contractor shall ensure the availability of manpower at all times including nights in case of any absents, per day rate absent shall be deducted from RA bill or as per direction WAPCOS/NSEZ Authority.
- Contractor shall engage experienced and required number of skilled workers as mentioned in the specification familiar with the scope of works.
- The contractor shall ensure that if the water supply fails due to any reason such as failure of the motor, failure of the pipeline, failure of transformer it shall be the responsibility of the contractor to back up a separate motor or get water tanker from outside or any other sources for giving the water supply. No any cost shall be given by this office regarding this.
- Manpower shall be deployed on gazetted holiday and no extra payment shall be made for the same. The contractor's rates shall be deemed to include the wages for the above requirements.
- The agency has to maintain bio metric attendance with face ID System on recording the name and designation of staff & workers, No any extra cost will be paid for Bio metric system from this office. The attendance shall be marked in register by agency's manager/engineer in charge at the start & closer of each shift. The engineer- in charge or his authorized representative may check the physical attendance of any staff and worker at any time. If any staff and/or workers found absent without his substitute (duly authorized by agency) the penalty shall be recovered from the running or final bills of the agency as per direction Engineer WAPCOS/NSEZ Authority.
- All the complaints received through telephone/email/personal visit/whatsApp/SMS shall be recorded daily in a complaint register. Their

redressal/rectification is to be hosted on website/email/phone/sms for information to occupant have to maintain on daily basis. If complaint is not rectified in specified period as decided by WAPCOS/NSEZ Authority, the penalty @ Rs.5000/complaint/per day will be recovered from RA Bills.

- Contractor shall ensure salary must be disbursed by 7th day of the following month. In case of non-compliance, penalty @Rs.25000/- per day shall be imposed and deducted from the RA Bill. In case, repetition of such noncompliance, appropriate action shall be taken against contractor by WAPCOS/NSEZ Authority.
- Invoice should be given before 10th every month by the contractor along with supporting as may be prescribed by NSEZ Authority. Submitted invoice will not be entertained in case even if a single document is missing. In case monthly bill is not submitted within 10 days from the date of closure of billing month, a penalty @Rs.5000/- per day may be imposed and deducted from the respective bill with the approval of the Competent Authority.
- All DG and transformer related to water pump Service etc should be done in every six month as per direction WAPCOS/NSEZ Authority.
- Deployment of fountain operator from 09:00 AM to 6:00 PM.
- The agency has to maintain bio metric attendance with face ID System on recording the name and designation of staff & workers, No any extra cost will be paid for Bio metric system from this office. The attendance shall be marked in register by agency's manager/engineer in charge at the start & closer of each shift. The engineer- in charge or his authorized representative may check the physical attendance of any staff and worker at any time. If any staff and/or workers found absent without his substitute (duly authorized by agency) the penalty shall be recovered from the running or final bills of the agency as per direction Engineer WAPCOS/NSEZ Authority.

MANPOWER DEPLOYMENT DETAILS

Sr. No	Designation	Qualification	Total Number	Duty Hour/ Shift
1	Supervisor(High Skilled)	Diploma/B.Tech Civil/Mechanical or its equivalent with 5 years' Experience in related field	1	1 Person in each Shift (A, B)
2	Pump Operator(Skilled)	Must have ITI Certificate with 3 years' in Experience related field	8	4-Person in A-Shift 4-Person in B-Shift
3	Plumber(Skilled)	Must have ITI Certificate with 3 years' Experience in related field	8	4-Person in A-Shift 4-Person in B-Shift

4	Helper(Un-Skilled)	Must have 2 years' Experience in related field	8	4-Person in A-Shift 4-Person in B-Shift
5	Weldar (Skilled)	(On call basis having 2 years experience)	1	GENERAL SHIFT (on call)

Note:-	Timings
G (General) Shift	9:00am TO 6:00pm

A- Shift	6:00am TO 2:00pm
B- Shift	2:00pm TO 10:00pm
C- Shift	10:00pm TO 6:00am

***Note:** Duty Hours and Duty Shifts may be vary as per the direction of Engineer In-charge of WAPCOS/NSEZA.

Brief Scope Of Work

1. The scope of work includes operation (as applicable), servicing, repairing, maintenance, and verification of all features and functional performance of the Water Supply system and firefighting system.
2. Responsibility to maintain the Water Supply System & firefighting system in a healthy state all the time, to plan and undertake preventive maintenance of the Water Supply System at regular intervals and attend routine maintenance activity every day and other additional required duties mentioned in the bid.
3. Maximum system availability, efficient, effective and optimum usage of water supply & enhancing the life expectancy of equipment's.
4. Maximum service to consumers for maintaining uninterrupted water supply & Compliance of safety rules and regulations.
5. Adherence to various obligations as mentioned under service provider obligations.
6. In an event that, for any reason, the manpower provided changes their contact number during the tenure of the contract then the service provider will immediately notify the Buyer/NSEZ Authority of the above change.
7. The persons deployed by the service provider shall solely be the responsibility of the service provider and Buyer/ NSEZ Authority shall have no obligation for any sort of claims raised by the service provider's employees/personnel. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Buyer/ NSEZ Authority's premises and shall be responsible to fulfill all obligations under applicable laws without any recourse to the Buyer/NSEZ Authority.
8. The service provider shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Pollution Control Board and any other relevant

acts as may become applicable during the tenure of the contract. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the service provider only and the Buyer/NSEZ Authority will not be liable in any manner.

9. The service provider shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the service provider.
10. The service provider shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
11. The service provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer/NSEZ Authority shall own no liability and obligation in this regard.
12. In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws.
13. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
14. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer/NSEZ Authority.
15. No deployed manpower shall be allowed to stay in the Buyer/ NSEZ Authority's premise/ designated premise unnecessarily after working hours without Buyer/NSEZ Authority's permission.
16. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer/ NSEZ Authority shall, in no way be responsible for settlement of such issues whatsoever.

INSTRUCTION TO BIDDER FOR MANPOWER:

- Shift timing may be vary as per the direction of Engineer in-charge WAPCOS/ NSEZ Authority, in case of emergency contractor will be responsible to maintain worker for manage operational at no extra cost.
- Agency will submit bank statement for salary proof for all worker with supporting documents. In case any worker found without uniform on duty Rs. 200 per day per person penalty will be follow and that day he will considered absent.
- Penalty for Late salary Rs. 25000 per day.
- Agency will be installed Aadhar card base bio metric attendance with face id system at no extra cost.
- Agency will provide group insurance for those workers who are not coming in ESIC criteria.
- In case of any problem worker will intimate to their supervisor and agency will rectify the problems within 24 hours.
- Painting/maintaining of all type of water supply pipe agency will be responsible.
- Time to time chlorination in UGR and cleaning of UGR and other tanks, agency will be responsible.

PENALTIES AND TERMINATION:-

Sl no.	Description of default	Penalty
1.	Delay in commencement of work	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
2.	Delay in mobilization of resource	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
3.	Non resolution of complaints	If complaint is resolved within the agreed timelines of contract – No penalty If complaint is not resolved within the agreed timelines of contract – Penalty of INR 1,000 for per hour of delay or as stipulated by

		Buyer/NSEZ Authority
4.	In case of failure of any equipment/machines for reasons attributable to the service provider	1 st Instance – 0.5% of the invoice value 2 nd Instance – 1% of the invoice value 3 rd Instance onwards – 2% of the invoice value
5.	If an employee of the service provider is found responsible for misconduct/disobedience or has misbehaved in any manner or resorted to any violent behaviour etc. with the employees of Buyer/NSEZ Authority organisation or other employees of service provider	1 st Instance – 0.05% of the contract value and replacement of resource 2 nd Instance – 0.1% of the contract value and replacement of resource 3 rd Instance onwards – 0.2% of the contract value and replacement of resource The NSEZ/WAPCOS can take further action as deemed fit by competent
6.	Consumables/spare parts supplied for use during the contract are not as per specification (if applicable)	Apart from immediate replacement of such consumables/spare parts following penalties: 1 st Instance – 0.5% of the contract value 2 nd Instance – 1% of the contract value 3 rd Instance onwards – 2% of the contract value
7.	Downtime of Water Supply System and its equipment due to the fault attributable to the service provider	Penalty and downtime as defined by the NSEZ/WAPCOS.
8.	Non-adherence of dress/uniform by the service provider employees or labours or any subcontractors of the service provider	1 st Instance – INR 200 2 nd Instance – INR 500 3 rd Instance onwards – INR 1000
9.	Violation of applicable Safety, Health & Environment related guidelines/norms by service provider or its employees/labours /sub-contractors	In addition to applicable legal penalties, the following will be applicable 1 st Instance – 0.5% of the contract value 2 nd Instance – 1% of the contract value 3 rd Instance onwards – 2% of the contract value
10.	If the employee/manpower of the service provider is absent or takes leave for more than 2 days	Substitute within 2 days failing which, penalty of 0.1 % per day of the contract value of the absent resources

	without informing or taking prior approval of the Buyer/NSEZ Authority	up to 15 days. Beyond 15 days, penalty of 0.5% per day of the contract value
11.	Any place supposed to be manned 24 x 7 days and Competent staff not found at any time	INR 2,000 per staff per instance
12.	If cumulative penalties reach 10% of the contract value	Termination of contract

LIST OF MAKE

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

CIVIL WORKS

S.NO.	NAME OF ITEM	MAKE APPROVED
1	ORDINARY PORTLAND CEMENT GRADE 43/53, PORTLAND POZZOLONA CEMENT	JK, ACC, ULTRATECH, JAYPEE, SHREE, AMBUJA,
2	WHITE CEMENT	JK, BIRLA, ACC, JAYPEE, AMBUJA
3	REINFORCEMENT STEEL	TATA , SAIL, RINL, JINDAL, JSW STEEL
4	PLY / BOARD / MDF	DURO, MERINO, GREEN PLY, AGNI , KITPLY, CENTURY
5	LOCK/BRASS FITTING	DORSET, DORMA, OZONE, GODREJ, HAFELE
6	WALL PUTTY	JK, BIRLA, ACRO, BERGER
7	STRUCTURAL STEEL/TUBULAR TRUSS	TATA , SAIL, RINL, JINDAL, APOLLO
8	PAINT/POLISH/ PRIMER/ WATER PROOFING PAINT	BERGER, ASIAN, DULUX, NEROLAC
9	POWDER COATING	AKZONOBEL, ASIAN
10	EPOXY PAINT/ WATER PROOFING WORKS	FIBREX/BASF/ SIKA/FOSROC/PIDILITE
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, PIDILITE
14	ANTI TERMITE	VAM ORGANICS, PYRAMID, TERMISOL
15	GRID FALSE CEILING & WALL PARTITION	ARMSTRONG, DEXUNE, NEW AGE, HUNTER DOUGLAS, SAINT GOBAIN
16	GYPSUM WALL PARTITION/CEILING	BORAL, INDIA GYPSUM, GYPROC, SAINT GOBAIN
17	FLUSH DOOR	DURO, CENTURY, MERINO, ARCHIDPLY, AGNI
18	DOOR FITTINGS & FIXTURES	DORMA, OZONE, DORSET, EBCO, HAFELE
19	GLASS/SS HANDRAIL	DORMA, OZONE, DORSET
20	ALUMINIUM SECTIONS	JINDAL, BHAROUKA, HINDALCO
21	XPS INSULATION	OWENS CORNING
22	GLASS PROCESSING	GOLDPLUS, GSC
23	MODULAR FURNITURE	GODREJ, BP ERGO, FEATHERLITE, WIPRO
24	VENEER/LAMINATE	MERINO, CENTURY, AGNI, DURO, GREEN, ARCHIDPLY
25	SIGNAGES	3M, XENON OR EQUIVALENT
26	UPVC DOORS AND WINDOW	FENESTA, LINGAL, DECEUNINCK, ENCRAFT, DUROPLAST
27	PAVER BLOCK/KERB STONE OF M30 GRADE AND 60 MM THICK	NITCO, UNITILE, NIMCO OR EQUIVALENT
28	FIRE RETARDANT PAINT	NULLIFIER/SIGNUM/GODREJ/NIPPON/CARBOLINE
29	FIREDOOR	SUKRI, NAVAIR, DORMA
30	FIRE RATED GLASS	SCHOTT (GERMANY) AND EQUIVALENT
31	PIPES RELATED WORKS	REFRE MAKE LIST FOR PHE WORKS
32	STAINLESS STEEL (GRADE 304) RAILING MADE OF HOLLOW TUBES, CHANNELS, PLATES ETC	JINDAL, TATA, MONNET
33	ACP	VIVA, ALSTRONG, ALUDECOR, ALUCOBOND, VIRGO
34	REINFORCEMENT COUPLER	SNTP, DEXTRA, MOMENT, LENTON
35	EXPANSION JOINT	KOHINOOR ENTERPRISES, MIGUA, CS
36	WATER PROOFING AGENCY	SIKA, FOSROC, BASF, PIDILITE

ELECTRICAL WORKS

ITEM	MANUFACTURERS NAME
AIR CIRCUIT BREAKER	SCHNEIDER /SIEMENS/ L&T/ABB

MOULDED CASE CIRCUIT BREAKER WITH ROTARY OPERATING HANDLE.	SCHNEIDER/ SIEMENS/ L&T/ ABB/ POLYCAB
TRANSFORMER / COMPACT SUBSTATION	ABB/ SCHNEIDER/ KRILOSKAR/ CROMPTON
DIGITAL METERS	EL MEASURE / L&T/ CONSERVE/ TRINITY / NEPTUNE DUCATI
CONTACTORS, TIMERS	SCHNEIDER/ ABB/ L & T/ LEGRAND/ SIEMENS
CAPACITORS / CAPACITOR WITH RELAY	SCHNEIDER/ EPCOS/ L & T
VOLTMETER & AMMETER	CONZERVE/ ENERSOL/ HPL
SWITCH GEAR	SCHNEIDER/ SIEMENS/ L&T/ ABB/ CROMPTON
SELECTOR SWITCH	KAYCEE/ L & T
CURRENT TRANSFORMER	MATRIX/AE/ C&S / G&M
INDICATING LAMP	L & T/ SIEMENS/ AE
PROTECTIVE RELAYS	ABB/ L & T /SIEMENS/SCHNEIDER / GE
MULTI FUNCTIONAL METER	L&T/ LEGREND/ CONZERV
APFC RELAY (MICROPROCESSOR BASED)	SYNTRON/ ENERCON/ L & T/ DUCATI/ SCHNEIDER
BATTERIES	EXIDE/AMAR RAJA/OKAYA/LUMINOUS
BATTERY CHARGER	UPTRON/VOLTSTAT ELECTRONICS
L.T. / H.T. CABLE	POLYCAB/ HAVELLS/ FINOLEX/ KEI
DC MINIATURE CIRCUIT BREAKER	SCHNEIDER/SIEMENS/POLYCAB/ LEGRAND
CABLE LUG (TINNED COPPER)	DOWELLS/ MULTI/CAPITAL
CABLE GLAND	PEECO/ COMMET/ GRIPWELL/ POWER
MAIN L.T. PANEL, CAPACITOR PANEL & DISTRIBUTION PANEL	SPC ELECTROTECH/ TRICOLITE/ ADLEC/ APPLICATION CONTROL/ PRECISION
CABLE TRAY / RACEWAY	PILCO/CTM ENGINEERS/KME/SLOTCO/STEELWAYS
FIRE EXTINGUISHERS	ZENITH/MINIMAX/NEWAGE/ CEASE FIRE
ENERGY ANALYZER METER	CONZERVE/ELEMEASURE/ENERSOL
VOLTMETER & AMMETER	CONZERVE/ ELMEASURE/ ENERSOL
DISTRIBUTION BOARDS WITH MINIATURE CIRCUIT BREAKERS, RCCB	HAGER/LEGRAND/ POLYCAB/L & T/ HAVELLS
PVC INSULATED COPPER CONDUCTOR SINGLE CORE STRANDED WIRES OF 650/1100 VOLT GRADE	HAVELLS/FINOLEX /POLYCAB
TELEPHONE TAG BLOCK	KRONE/ TVS R&M
PVC CONDUIT	BEC/AKG/POLYCAB/ RMCON/ ASTRAL
M.S. CONDUIT	BEC/AKG / RMCON/ JINDAL
MODULAR SWITCHES & SOCKETS	LEGRAND/HAVELLS/POLYCAB/ ANCHOR
LV SYSTEM WIRE	SIEMENS/LEGRAND/ AMP/ HAVELLS/POLYCAB
TV/TELEPHONE OUTLET	SIEMENS/LEGRAND/ HAVELLS/POLYCAB

DATA OUTLET	SIEMENS/LEGRAND/ HAVELLS/POLYCAB
DATA RACK	SIEMENS/APW/LEGRAND/ WIPRO
LIGHT FIXTURE	PHILIPS/HAVELLS/POLYCAB/ WIPRO
LAMPS	PHILIPS/ HAVELLS/ POLYCAB/ WIPRO
CEILING FAN	ORIENT/HAVELLS/CROMPTON GREAVES/BAJAJ
EXHAUST FAN WITH LOUVERS	ORIENT/HAVELLS/CROMPTON GREAVES/BAJAJ
GEYSER	HAVELLS/ BAJAJ/V-GUARD/ A-O SMITH/ JAGUAR/ CROMPTON GREAVES
FIRE ALARM SYSTEM	NOTIFIER HONEYWELL/ SIEMENS/ TYCO/ EDWARDS/ AGNI
PRESENCE DETECTOR	HAGGER/LEGRAND/PHILIPS
RCC HUME PIPE FOR ELECTRICAL WORKS	ISI MARKED OF REPUTED COMPANY
PLC	SIEMENS/ALLEN BRADLEY
TELEPHONE / CO AXIAL WIRE	POLYCAB/FINOLEX/HAVELLS
PROFESSIONAL LED PANEL	PANASONIC/ SAMSUNG/SONY
PUBLIC ADDRESS SYSTEM	HONEYWELL/ BOSCH/TYCO/EDWARDS
D.G. SET (ENGINE)	CUMMINS/CATTERPILLAR/STAMFORD/KI RLOSKAR
D.G. SET (ALTERNATOR)	STAMFORD/ LERROYSOMMER/ CATTERPILLAR
D.G. ACCOUSTIC ENCLOSURE	JAKSON/STERLING/CATTERPILLER/SUDHI R
H.T. PANEL	ABB/ SCHNEIDER/SIEMENS
H.T. TERMINATION KIT	RAYCHEM/DENSON
SMOKE DETECTORS	NOTIFIER HONEYWELL/ TYCO/ SIEMENS CERBERUS-PRO/SHRACK
HEAT DETECTORS	NOTIFIER HONEYWELL/ TYCO/ SIEMENS CERBERUS-PRO/SHRACK
MANUAL CALL BOX	NOTIFIER HONEYWELL/ TYCO/ SIEMENS CERBERUS-PRO/SHRACK
HOOTER/ SOUNDER	NOTIFIER HONEYWELL/ TYCO/ SIEMENS CERBERUS-PRO/SHRACK
RESPONSE INDICATOR	NOTIFIER HONEYWELL/ TYCO/ SIEMENS CERBERUS-PRO/SHRACK
FIRE PANEL	NOTIFIER HONEYWELL/ TYCO/ SIEMENS CERBERUS-PRO/SHRACK
PA AMPLIFIER	HONEYWELL/ BOSCH/HEINRICH/ATIES
PA SPEAKERS	HONEYWELL/ BOSCH/HEINRICH/ATIES
LINE MATCHING TRANSFORMER	HONEYWELL/ BOSCH/HEINRICH/ATIES
GOOSE NECK MIKE	HONEYWELL/ BOSCH/HEINRICH/ATIES
INVERTER	TOPAZ INTERNATIONAL/ LUMINOUS/ HYTES/ SU- KAM/ MICROTCH
CAMERA WITH ALL ACCESSORIES	AXIS / INPULSE/ IDIS/ BOSCH/PELCO
ROAD BARRIER	NICE/ MAGNETICS/ GODREJ/ GE
CARD READER	SENSORMATIC-USA/ MOTOROLA /HONEYWELL(XLS- 3000)
MONITOR	LG/ SAMSUNG/SONY

MULTIPLEXER	SENSORMATIC OR EQUIVALENT
SEQUENCER	ALBA/ VANTAGE
PROXIMITY CARD	MOTOROLA/ HUGHES/ HONEYWELL/GE/SIEMENS/HID
TELEPHONE TAG BLOCK	CTM ENGG/SYSTIMAX/SCHNEIDER/PANDUIT
TELEPHONE CABLES	DELTON / SKYTONE/ CLIPSAL/ HAVELLS
CO-AXIAL CABLES	FINOLEX/ HAVELLS/ POLYCAB
EPABX	ALKATEL/ SIEMENS/ NEC/ AVAYA/ PANASONIC
CCTV SYSTEM	AXIS / IMPULSE/ IDIS/ BOSCH/ HONNEYWELL /TYCO
ACCESS CONTROL SYSTEM	HONEYWELL/ SIEMENS/SYRIS
NURSES CALL SYSTEM	AMTEK/RAULAND/AFCON/DAKSH
VIDEO CONFERENCE SYSTEM	POLYCOM/SONY/SYSCO
AUDIO PROCESSOR	BOSE/BSS/CLEARONE
BMS CONTROLLER/SOFTWARE CENTRAL CONTROL BMS SERVER	IBM/HP/DELL
BUILDING MANAGEMENT SYSTEM, BUILDING MANAGEMENT WEB BASED SERVER SOFTWARE, PROGRAMMABLE & APPLICATION SPECIFIER CONTROLLER	SIEMENS/HONEYWELL EBI/TYCO / SCHNEIDER
SENSOR & FIELD DEVICES IMMERSION TYPE TEMPERATURE SENSORS, FLOW METER,ULTRA SONIC THERMAL ENERGY METER , OUTSIDE T+RH SENSOR	SIEMENS/KELE/SAUITER RACE
WATER LEVEL SWITCHES, FLAME PROOF LEVEL SWITCHES	KELE/ VESKLER/FLIPRO
DC VOLTAGE TRANSDUCER, CURRENT RELAY	KELE/SITU/OMICRON
ROOM TYPE TEMP. SENSOR, CO2 SENSOR, AMBIENT TEMP. SENSOR	SIEMENS/KELE/TRANE
CO SENSOR	DWYER/KALE/MSR GERMAN
PRESSURE TRANSMITTER	SIEMENS/TRANE/OMICRON
DIFFERENTIAL PRESSURE SENSOR	SIEMENS/TRANE/VESKLER
FIRE SUPPRESSION SYSTEM	SIEMENS/KIDDE/TYCO
HIGH MAST AND POLES	BAJAJ ELECTRICALS / MY FAIR LIGHT/ PARUTHI ENGINEERING
SERVICE/ PASSENGER ELEVATORS	KONE/SCHINDLER/OTIS

PHE WORKS

S.NO.	ITEM	MANUFACTURERS NAME
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1.	VITREOUS CHINA AND FIRECLAY SANITARYWARE WITH COVER	JAQUAR/HINDWARE/PARRYWARE/ROCA / KOHLER / CERA
3.	STAINLESS STEEL SINKS	JAYNA/ PARRYWARE/ NEELKANTH/NIRALI/ CERA
4.	C.P. FITTINGS & ACCESSORIES	JAQUAR/HINDWARE/PARKO/ROCA/ CERA
5.	C.P. WASTE, SPREADERS, URINAL FLUSH PIPES	JAQUAR/ HINDWARE/ PARRYWARE/ROCA / CERA
6.	SS COCKROACH TRAPS, GRATINGS FOR FLOOR DRAINS, FLOOR TRAPS AND RAIN WATER GRATINGS	CHILLY/ JAYNA/ CAMRY
7.	SOIL, WASTE & FITTINGS (a) CENTRIFUGALLY CAST SPUN CAST IRON PIPES (IS:3989)	SKF/ NECO/BIC/ PRINCE/ SUPREME/ KISSAN
8.	RCC PIPES	PRAGATI / JAIN SPUN/ ISI MARKS OF REPUTED COMPANY
9.	PVC/ CPVC PIPES & FITTINGS	ASTRAL/ ASHIRVAD /PRINCE/ FINOLEX /PRAKASH/ SUPREME
10.	HAND DRIER	JAQUAR/ HINDWARE/EURONICS
11.	BALL VALVES	ZOLOTO/ LEADER/ AIP/ SANT / NEU-G
12.	RAIN WATER PIPES & FITTINGS UPVC PIPES AND FITTINGS	PRINCE/ SUPREME/ PRAKASH/ FINOLEX/ ORI-PLAST
13.	WAFER TYPE BUTTERFLY VALVES	ZOLOTO/ LEADER/ AIP/ DANFOSS/ SANT / NEU-G
14.	WAFER TYPE NON-RETURN VALVES	ZOLOTO/ LEADER/ AIP/ DANFOSS SANT / NEU-G
15.	WATER METRES	CAPSTAN/KRANTI/KAYCEE/AQUAM ET
16.	BALL COCKS	GPA/ DRP/ SANT/ L & K
17.	STONEWARE PIPES & GULLY TRAPS	PERFECT/ BURN/ RK/ SAURAKHI / MOU
18.	C.I. MANHOLES COVERS AND FRAMES	NECO/ RIF/ BIC/SKF/BIC/ RPMF
19.	RCC MANHOLE COVERS & FRAMES	KK/ PRAKASH/ JSP
20.	FASTNERS	HILTI/INTELLOTEC / TRUCTEK / FISHER
21.	WATER HEATER	HAVELLS/ BAJAJ/ CROMPTON GREAVES
22.	HOT WATER NEOPRENE INSULATION	KAIFLEX
23.	GATE/ FULLLL WAY VALVES AND GLOBE VALVES	LEADER/ZOLOTO/SANT
24.	AIR RELEASE VALVES	SANT/ LEADER/DANFOSS/ ZOLOTO

25.	PIPECOAT	IWL LIMITED/ PYPKOTE
26.	C. I. PIPE	RIF, NECO, SKF, HEPCO, BIC
27.	G. I. PIPE	JINDAL, TATA, SWASTIK, APL APOLLO, SURYA PRAKASH
28.	G.I. FITTINGS (MALLEABLE CAST IRON)	JINDAL / SURYA PRAKASH /DRP-M/ ZOLOTO-M/ UNIK
29	M.S. FITTINGS (FORGED)	DRP/ VS
30	OVERHEAD WATER TANK	SINTEX, SHEETAL, EUREWELL
31	WATER COOLER	BLUE STAR/VOLTAS/GODREJ
32	R.O WATER PURIFIER	KENT/EUREKA FORBES/ ION EXCHANGE
33	WATER TREATMENT PLANT	ION EXCHANGE/ THERMAX/ BRISANZIA
34	HDPE PIPE	PRINCE/ SUPREME/ PRAKASH/ FINOLEX/ DUROLINE
35	DI PIPE	JINDAL/ PRINCE/ SUPREME/ PRAKASH/ FINOLEX/ JAI BALAJI
36	DI PIPE FITTINGS	JINDAL/ PRINCE/ SUPREME/ PRAKASH/ FINOLEX/ JAI BALAJI

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

VOLUME II
FINANCIAL PROPOSAL

Letter of Transmittal for Financial Bid

Total Cost of Works

Detailed Bill of Quantity

LETTER OF TRANSMITTAL FOR FINANCIAL BID

To

CED (ENVT & CM),
WAPCOS Limited
Environment Division
76-C, Sector -18,
Gurgaon -122015

Subject: “Operation and Routine Maintenance of Water Supply Lines, Tube wells, UGRS, Water Over Head Tanks and proper Water Supply within the Zone, Operation and Maintenance of Fountains installed at NSEZ Maintenance & Operation of all types of Firefighting Systems, Sector-81, Noida (Package-6)”.

Sir,

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

The Bid is unconditional and unqualified.

1. I / We acknowledge that the WAPCOS will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. The BID Price has been quoted by me / us after taking into consideration all the terms and conditions stated in the NIT, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
3. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. I / We shall keep this offer as specified in the NIT.
6. I / We hereby submit our BID and offer 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

TOTAL COST OF WORKS

Description	Percentage Quoted(below / above / at par)	Total Amount as per % Quoted (excluding GST) (Rs.)
“Operation and Routine Maintenance of Water Supply Lines, Tube wells, UGRS, Water Over Head Tanks and proper Water Supply within the Zone, Operation and Maintenance of Fountains installed at NSEZ Maintenance & Operation of all types of Firefighting Systems, Sector-81, Noida (Package-6)’’	DO NOT FILL PERCENTAGE HERE	DO NOT FILL COST HERE
Total amount in words: DO NOT FILL COST HERE AS IT IS TECHNICAL PROPOSAL FILE		

Note:-

- The Bill of quantity of tender along with rate and amount is enclosed at Volume-II- Financial proposal.
- The Performa for filling the percentage is given in Microsoft excel sheet. Bidder shall fill the percentage only up to two decimal place in soft format. The bidder will upload same filled percentage quote in soft Microsoft Excel copy during uploading of financial bid.
- The Bidder shall quote Percentage up to two decimal only in bill of quantity of tender.
- The bidder shall quote keeping in view all associated costs with the project including any out of pocket/ mobilization expenses/ Custom duty (if any) , Buildings and other construction/maintenance workers welfare cess, TDS, taxes if any applicable as per Govt. terms, shall be paid by the Contractor.
- It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal to avail Input benefit of GST.
- The company shall be performing all its duties of deduction TDS and other deduction on payment made to the contractor as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.
- WAPCOS has the right to (i) ask replacement of any workers due to their mis behaviours or lack of performing duties and (ii) terminate the contract due to lack of performing duties; with a one month notice in writing in either cases.
- Conditional Bid will not be accepted under any circumstances
- The staff working in the said work shall not be allowed to carry out any part time jobs inside the zone or shall not be deployed for any other works inside the zone other than NSEZ Authority works. If such instance is noticed, shall lead to termination of the contract without any advance notice and lead to further forfeiture of Security Deposit.

- Rate quoted shall be inclusive all the equipments required for the work.
- The financial quote shall be submitted only in the prescribed format.
- ESI 3.25%, EPF13.61%, bonus 8.33% will be Reimbursement from NSEZ/WAPCOS after received of ESI, EPF and Bonus Challan as per CLC rules from outsourcing agency.

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Detailed Bill of Quantity

Work Name: “Operation and Routine Maintenance of Water Supply Lines, Tube wells, UGRS, Water Over Head Tanks and proper Water Supply within the Zone, Operation and Maintenance of Fountains installed at NSEZ Maintenance & Operation of all types of Firefighting Systems, Sector-81, Noida (Package-6)”

BILL OF QUANTITIES- "OPERATION AND ROUTINE MAINTENANCE OF WATER SUPPLY LINES, TUBE WELLS, UGRS, WATER OVER HEAD TANKS AND PROPER WATER SUPPLY WITHIN THE ZONE AND MAINTENANCE, OPERATION AND MAINTENANCE OF FOUNTAINS INSTALLED AT NSEZ MAINTENANCE & OPERATION OF ALL TYPES OF FIREFIGHTING SYSTEMS, SECTOR-81, NOIDA (PACKAGE-6)"

ABSTRACT

Sr.No	Description	Total Amount
1	MANPOWER	6672276
2	MATERIAL	3275613
	TOTAL	9947889
3	CPOH @15%	1492183.35
	ESI & EPF	783934.32
	TOTAL (Excluding GST)	12224007

* Payment shall be released only for executed quantity and manpower as per the direction of Engineer-in Charge, WAPCOS/NSEZ

BILL OF QUANTITIES- "OPERATION AND ROUTINE MAINTENANCE OF WATER SUPPLY LINES, TUBE WELLS, UGRS, WATER OVER HEAD TANKS AND PROPER WATER SUPPLY WITHIN THE ZONE AND MAINTENANCE, OPERATION AND MAINTENANCE OF FOUNTAINS INSTALLED AT NSEZ MAINTENANCE & OPERATION OF ALL TYPES OF FIREFIGHTING SYSTEMS, SECTOR-81, NOIDA (PACKAGE-6)"

MANPOWER

Sr. No	Designation	Qualification	Total Number	Reliever	Total Manpower	Salary per Month/Person	Total Amount
1	Supervisor(High Skilled)	Diploma/B.Tech Civil/Mechanical or its equivalent with 5 years' Experience in related field	1	0	1	25298	25298
2	Pump Operator(Skilled)	Must have ITI Certificate with 3 years' in Experience related field	8	0	8	23322	186576
3	Plumber(Skilled)	Must have ITI Certificate with 3 years' Experience in related field	8	0	8	23322	186576
4	Helper(Un-Skilled)	Must have 2 years' Experience in related field	8	0	8	19136	153088
5	Weldar (Skilled)	(On call basis having 2 years experience)	1	0	1	4485	4485
TOTAL							556023
A. TOTAL							556023

1. MATERIAL

Sl no.	Description	Unit	Qty		Amount	Total Amount
1	Comprehensive, Maintenance and providing services for operation of fountains installed in all the areas of the campus of NSEZ complete with the allied services, replacement of motor pump & lights if required, fittings, Starter, cleaning & painting of fountain in every 2 months.accessories etc. on all the days of the year including Sunday and holidays complete as per the terms and condition of the contract and as per direction of WAPCOS/NSEZ Authority.	Job	1		20000	20000
2	Comprehensive maintenance of water supply lines including cost for material for day to day maintenance like khaparchi, scootely yarn, chemical, water proofing compound, distempering, putty for water supply lines in zone complex, staff quarters, any fault in water pump room regarding any components, Laying arrangement of additional pump on the spot as per site requirement 7 Hp to 20 Hp during any fault of water supply system, SDF's, service Centre, lawns/parks/central verges and repairing of water lines and for routine	Job	1		30000	30000

3	Providing and fixing Chlorinated polyvinyl chloride (CPVC) pipes. Having thermal stability for hot & cold water supply including all CPVC Plain & Brass threaded fittings this includes jointing of pipes & fittings With one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.						
a	25mm nominal size	Mtr	20			375	7500
b	32mm nominal size	Mtr	30			370.65	11119.50
c	50mm nominal size	Mtr	25			811.85	20296.25
d	80mm nominal size	Mtr	15			1990.4	29856
e	100mm nominal size	Mtr	12			2811.75	33741
d	150mm nominal size	Mtr	12			5871.25	70455
4	Supply of Bath fittings like health faucet, ball valve, pillar cock, bib cock, shower head and sanitary fittings like replacing of cistern, seat cover, syphon and other sanitary and bath fittings complete as per the terms and conditions of the contract. Payment shall be made on actual basis with certification of the	Job	1			20000	20000
5	Servicing, repairing and maintenance of fire hydrants system including parts comprising of fire hose reel drum, ball valve, hose pipe, shot out nozzle, butterfly valve, NRV, fire Hydrant and repairing, maintenance and overhauling the motor pump, panels, cables and fire DG pump including replacement of battery etc installed in pump room, Painting of fire	Job	1			30000	30000
	B.					TOTAL	272967.75
						TOTAL COST FOR ONE MONTH (A+B)	828990.75
						CPOH @ 15% on (A+B)	124348.61
						EPF Employer Share 13%	48750
						ESIC Employer Share 3.25%	16577.86
						TOTAL	1018667
						TOTAL COST FOR ONE YEAR	12224006.67
Note:							
* Helpers shall be attached as per the direction of NSEZ/WAPCOS Engineer.							
* General Duty Hours shall be from 9:00am to 6:00 pm and may be vary as per the direction of Engineer In-charge, WAPCOS/NSEZ.							
* Minimum CLC wages shall be follow on worker.							
* Manpower can be increased or decreased as per the requirement of NSEZ/WAPCOS Limited. Payment shall be released to only actual present manpower approved by NSEZ/WAPCOS in respective month.							
* All types of Manpower will be deployed in NSEZ only after recommendation from Screening committee.							

Wages Calculation as per Minimum Wages Notified by CLC w.e.f 01.04.2023

S.No	DESCRIPTION	MIN WAGE	Days	Total
1	High Skilled	973	26	25,298.00
			Total(A)	25,298.00
		ESIC(on 21000)	3.25%	682.50
		EPF(on 15000)	13%	1,950.00
			Total(B)	2,632.50
			Total	27,930.50
2	Skilled	897	26	23,322.00
			Total(A)	23,322.00
		ESIC(on 21000)	3.25%	682.50
		EPF(on 15000)	13%	1,950.00
			Total	25,954.50
3	Semi-Skilled	816	26	21,216.00
			Total(A)	21,216.00
		ESIC(on 21000)	3.25%	682.50
		EPF(on 15000)	13%	1,950.00
			Total	23,848.50
4	Un -Skilled	736	26	19,136.00
			Total(A)	19,136.00
		ESIC	3.25%	621.92
		EPF(on 15000)	13%	1,950.00
			Total	21,707.92
5	Watch & Ward(with out arm)	897	26	23,322.00
			Total(A)	23,322.00
		ESIC(on 21000)	3.25%	682.50
		EPF(on 15000)	13%	1,950.00
			Total	25,954.50
6	Watch & Ward(with arm)	973	26	25,298.00
			Total(A)	25,298.00
		ESIC(on 21000)	3.25%	682.50
		EPF(on 15000)	13%	1,950.00
			Total	27,930.50