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

TENDER DOCUMENT FOR

SPECIAL REPAIRING WORK OF IPPBX , NETWORK MANAGEMENT SYSTEM (NMS) & NURSE CALL SYSTEM AT ESIC MEDICAL COLLEGE AND HOSPITAL, JOKA

WAP/C&C/2026-27/ ESIC JOKA /SR/01

Date: 28-10-2026

WAPCOS LIMITED
Plot No-76-C, Sector-18, Gurugram-122015
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Oct, 2026

TABLE OF CONTENT

NOTICE INVITING TENDER (NIT)	
SECTION: I	**INSTRUCTIONS TO BIDDER**
SECTION: II	**SELECTION AND QUALIFYING CRITERIA**
SECTION: III	**FORMS**
	Letter of Transmittal for Technical Bid
	Letter of Transmittal for Financial bid
	Declaration by Bidder
FORM - A	Financial Information
FORM- B	Solvency Certificate
FORM- B-1	Banker's Certificate
FORM- B-2	Net Worth Certificate From Chartered Accountant
FORM - C	Correspondence Details of Issuing Authority
FORM - D	Structure & Organization
FORM - E	Undertaking for Manpower Deployment
FORM - F	No Conviction Certificate
FORM - G	No Deviation Certificate
FORM - H	Undertaking regarding Blacklisting / Non Debarment
FORM - I	Undertaking for Restriction under Rule 144(XI) of GFRs
FORM - J	Preference to Make In India
FORM- K	Performance of Bidder in EMRS Projects
FORM-L	Understanding the Project Site
FORM-M	Letter for Integrity And Integrity Pact Agreement
SECTION: IV	**GENERAL CONDITIONS OF CONTRACT**
SECTION: V	**SPECIAL CONDITIONS OF CONTRACT**
SECTION: VI	**ANNEXURES**
ANNEXURE - I	Format for Contract Agreement and Letter of Award
ANNEXURE - II	Format for Performance Bank Guarantee
ANNEXURE - III	Format for Mobilization Advance Payment Bank Guarantee
ANNEXURE - IV	Format for Indenture for Secured Advances
ANNEXURE - V	Format of Bank Guarantee for EMD
ANNEXURE - VI	Format of Bank Guarantee for Insurance Surety Bond
ANNEXURE - VII	Format for Seeking Extension of Time
ANNEXURE - VIII	Format of Guarantee Bond /Affidavit for Works
ANNEXURE - IX	Contract For Removal of Defects after Completion in Respect of Water Proofing Works
ANNEXURE - X	Format for Guarantee Bonds for Anti-Termite Treatment
ANNEXURE - XI	Format for Guarantee Bonds for Anti-Termite and Anti- Rust Treatment for Furniture
ANNEXURE - XII	Safety Codes
ANNEXURE – XIII	Model Rules for The Protection of Health and Sanitary Arrangements for Workers Employed by Contractors
ANNEXURE - XIV	Contractor's Labour Regulations
ANNEXURE - XV	No Claim Certificate
SECTION VII	**SCOPE OF WORK**
SECTION VIII	**FINANCIAL PROPOSAL**

NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT)

NIT No. WAP/C&C/2026-27/ ESIC JOKA /SR/01 **Dated 28-10-2026**

WAPCOS Limited (A Govt. of India Undertaking) on behalf of The Dean, ESIPGIMSR, ESIC Medical College and ESIC Hospital & ODG (EZ), Diamond Harbour Road, Joka, Kolkata-700104, invites open online Percentage Rate tender from experienced, competent and eligible bidders in a two-envelope system as per below:

1.	Work/ Project	Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka
2.	Site / Location	ESIC PGIMSR, MEDICAL COLLEGE AND HOSPITAL – JOKA
3.	Website for viewing tender, Corrigendum/ Addendum, if any.	www.wapcos.co.in & www.etenders.gov.in/eprocure
4.	Website for Registration/ uploading of Tender	www.etenders.gov.in/eprocure
5.	Estimated / NIT Cost	**Rs.3,87,07,143/- (Rupees Three Crores Eighty-Seven Lakhs Seven Thousand One Hundred and Forty-Three Only)excluding GST.**
6.	Cost of Tender Document	Rs.10,000/- (non-refundable) in form of Account Payee Demand Draft/ RTGS/ NEFT in favors of WAPCOS Limited payable at Gurgaon/New Delhi Account Number – 193502000000405 A/c Holder – WAPCOS Limited Bank Name – Indian Overseas Bank Branch name: NHB, Gurugram IFSC code: IOBA0001935
7.	Earnest Money Deposit (EMD) / Bid Security	**Rs.7,74,143/- (Rupees Seven Lakhs Seventy Four Thousand One Hundred Forty Three Only)** 2% of the Estimated cost (Refundable) in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque or Payment through RTGS/ NEFT in favor of 'WAPCOS Limited' payable at Gurugram, Haryana. OR A part of EMD is acceptable in the form of Bank Guarantee including e- Bank Guarantee also. In CASE OF EMF Value more than Rs 20 Lakh EMD to be deposited in shape prescribed above and balance will be accepted in form of Bank Guarantee issued by Nationalized/ Scheduled Commercial Bank approved by Reserve Bank of India (RBI). The bank account as per details: Name of Bank: Indian Overseas Bank Bank Account Number: 193502000000405 IFSC Code: IOBA0001935 Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana

		Note: Bid Security shall remain valid for a period of 45 days beyond final bid validity period.
8.	Solvency Certificate/ Banker's Certificate/ Net worth Certificate	40% of the estimated cost of the works mentioned in the NIT in original from a Nationalized/ Scheduled Commercial Bank approved by Reserve Bank of India (RBI). The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extensions if any and shall be addressed to WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana quoting the name of the work. The certificate should carry name, designation of the bank official, who has the authority to issue Solvency Certificate. **OR** Banker's Certificate from a Nationalized/ Scheduled Commercial Bank approved by Reserve Bank of India (RBI) of amount equal to 40% of the estimated cost put to tender (ECPT) in case of MSME Bidder only **OR** Net worth Certificate of minimum 10% of the estimated cost put to tender issued by Certified Chartered Accountant with UDIN for MSME Bidder only Note: This Certificates will be verified from the issuing authority by WAPCOS.
9.	Joint Ventures / Consortia of firms	Not allowed
10.	Project Completion Period	2 Months from the Date of Commencement of Work" + 1 Year of Defect Liability Period
11.	Bid Validity Period	120 days from the date of last date of submission of Bid. The Bid shall remain valid and open for acceptance for a period of 120 (One Hundred and Twenty) days from the last date of submission of Bid. A Bid valid for a shorter period shall be liable to rejection. WAPCOS may, prior to expiry of the Bid validity period, request the Bidder(s) to extend the validity of their Bid for a specified additional period, without any change in the quoted price or other terms and conditions of the Bid
12.	Site Visit	Bidders are advised/encouraged to visit the site for actual assessment of the project site location and its consequences during execution of work
13.	Pre Bid Meeting	NA Bidder can email their queries 5 days prior to the Bid Closing date. Queries to be sent through E-mail on ccm@wapcos.co.in
14.	Last date & time for online submission of Technical & Financial	11/11/2026 up to 15:00 hours

	Bid	
15.	Offline Submission of Technical document as per Tender	11/11/2026 up to 14:00 hours at Deputy Chief Engineer C&C Division WAPCOS Limited 76-C, Institutional Area, Sector - 18 Gurugram-122015, Haryana Email: ccm@wapcos.co.in
16.	Online opening of Technical Bid	12/11/2026 up to 15:00 hours
17.	Online opening of Financial Bid	Intimated to Technical Qualified Bidders.
18.	Tender Inviting Authority & Communication address during Tendering and Execution of Works	Deputy Chief Engineer C&C Division WAPCOS Limited 76-C, Institutional Area, Sector - 18 Gurugram-122015, Haryana Email: ccm@wapcos.co.in Tel. (+91-124)2399886
19.	The Bid Security/ EMD / Solvency Certificate / BG against Performance Security/ BG against Mobilization Advance/ shall be addressed to WAPCOS Corporate Office	WAPCOS Limited 76-C, Institution Area Sector-18, Gurugram, Haryana-122015

- The tender document has to be viewed/ downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any and not be published elsewhere. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender.
- 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. The Bidders must read all the terms and conditions of bidding document carefully and only submit the bid, if eligible and in possession of all the documents required. Corrigendum while all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 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.
- 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.
- 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.

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

SECTION– I

INSTRUCTIONS TO BIDDER

SECTION– I
INSTRUCTIONS TO BIDDER

1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1.1 GENERAL

Submission of Online Bids is mandatory for this Tender. E-Tendering is a methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, bidders shall use the portal www.etenders.gov.in/eprocure. Tender is invited in Single Stage -Two Envelope system, one Technical Bid and second as financial bid. Accordingly, bidder is directed to make all formalities and registration on www.etenders.gov.in/eprocure website and submit the Technical Bid and Financial bid.

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 from website: https://etenders.gov.in/eprocure/app**.**

1.2 REGISTRATION

a) 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.
b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
c) 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.
d) 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.
e) 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.
f) 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.

1.3 SEARCHING FOR TENDER DOCUMENTS

a) 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.
b) 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.
c) 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.

1.4 PREPARATION OF BIDS

a) Bidder should take into account any corrigendum, Addendum published on the web portal along with tender document before submitting their bids.
b) Bidder should read the tender document, corrigendum, Addendum and any other related correspondence, carefully to understand the documents required to be submitted as part of the bid.
c) 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.

1.5 SUBMISSION OF BIDS

a) Please uninstall any Java version if installed already. Then go to this link https://eprocure.gov.in/cppp/jre-windows-i586.exe and download this prescribed version of java for this portal.
b) 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.
c) 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.
d) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
e) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
f) 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.
g) 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.
h) 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.
i) 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.

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

k) 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.

l) 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.

2.0 INSTRUCTIONS TO BIDDER

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

a) Submission of a tender by a tenderer implies that the bidder has read Each Section of Tender Document, Corrigendum, Addendum and other related correspondence and has made himself aware about the complete scope of work under the tender document. Accordingly, Contract shall be governed by each Section of Tender Document and all other Conditions mentioned in the tender documents.

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 incompeting 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.

a) 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.
b) The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract
c) 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.
d) 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) / BID SECURITY

The Earnest Money Deposit shall be as per the details mentioned in NIT. EMD shall not carry any interest. The Bid Security/ EMD of the unsuccessful bidder shall be returned at the earliest after expiry of final bid validity period and latest by 30th days after the award of the contract. Bid Security shall be refunded to the successful bidder on receipt of Performance Security.

The successful bidder shall accept the Letter of Award (LOA) within 15 (Fifteen) 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 bidder withdraws or make any changes in his offer already submitted before the expiry of the validity period or any extension thereof without the written consent of the company, the EMD amount will be forfeited for such act of the bidder.

WAPCOS Limited reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful bidder.
i. After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
ii. Does not commence the work within the period as per LOA/Contract. In case the LOA/Contract is silent in this regard then within 15 days after award of contract.

The Bid Security will be forfeited in the bidder
i) withdraws or amends its/ his tender;
ii) impairs or derogates from the tender in any respect within the period of validity of the tender;
iii) If the bidder does not accept the correction of his bid price during evaluation; and
iv) If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

4.0 LANGUAGE OF BID

The Bid and all related correspondence and documents relating to the Project shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate 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.

5.0 BIDDERS RESPONSIBILITY

The Bidder is solely responsible for the details of their Bid and the preparation of bids. In no case shall the WAPCOS be responsible for any part of the tender documents submitted by him. Any Site information given in this tender document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at their cost and obtain for themself on their own responsibility, all information that may be necessary for preparing the tender and entering into a Contract. Irrespective of whether or not the Bidders have attended the pre-bid meeting, they shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site and clarifications/ modifications/ additions given in Pre-Bid meeting or addendum issued in the preparation and submission of the Bid.

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

6.0 PERIOD OF COMPLETION

The completion period shall be as per NIT. The completion period is for the entire work of planning, execution, approvals, arrangement of materials, equipment, delivery at site including transportation, construction/ installation, testing, commissioning, NoCs & statutory approvals from local bodies and successfully handing over of the entire project to the satisfaction of the Principal Employer/ Employer.

7.0 AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of bids, the Employer may, for any reason (s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/ addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. The Employer may at their discretion may extend the deadline for submission of Tender/ Bid, if considered necessary.

Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

8.0 BID VALIDITY PERIOD

Bids validity will be as per NIT. In exceptional circumstances, on expiry / prior to expiry of original bid validity period, the WAPCOS may request the successful bidder for a specified extension in the period of validity. A Bidder may accept OR refuse the request of extension of validity period. A Bidder agreeing Extension of validity period will not be required/nor permitted to modify his bid. In case of refuse of request of extension of validity period tender will be cancelled.

9.0 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees.

SECTION– II

SELECTION AND QUALIFYING CRITERIA

SECTION-II

SELECTION AND QUALIFYING CRITERIA

1.0 SITE VISIT

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

2.0 QUALIFYING CRITERIA: ONLINE TECHNICAL BID SUBMISSION

The intending bidders should only submit bid if he considers himself eligible and will be technically qualified, if have all the Documents as mentioned below in Table-1: "Documents for Technical Qualification".

Table-1 shall also be considered as "**CHECK LIST"** for submission of documents. **The bidder will upload all the required documents as per Table-1 on Online Portal and documents like EMD/Solvency will be submitted offline.**

The "MANDATORY GUIDELINES" for "Uploading of Technical Bids" and "Submission of Offline Bids" are as below:

a) **UPLOADING OF TECHNICAL BIDS**

1) **Bidder will arrange & prepare all the required documents as per Table no.-1.**
2) **After that Bidder will arrange all these documents serial wise as per order given in Table-1 i.e. S.N: a) to x) below**
3) **After that bidder will put continuous page number (without any break) on each page.**
4) **These page numbers shall be mentioned by bidder in "Check List" against each required documents**
5) **This numbered check list prepared by bidder shall be put on top of arranged numbered documents as per above Sno.2.**
6) **After that Authorized representative of bidder shall Sign & Stamp on each page of these arranged numbered documents.**
7) **The numbered Check List along with required Qualifying Documents arranged as per above Sno-1 to 6 shall be scanned in coloured by bidder and will be uploaded Online for "Technical Evaluation". If file size is increasing, these documents may be split in parts, however serial / order will be kept as per above Sno. 2 & 3 for ease of "Technical Evaluation"**

Note: There is no need to add any other additional documents apart from the documents asked in Table-1, as additional documents will not be considered during Technical Evaluation

b) **SUBMISSION OF OFFLINE BID**

The Bidder shall submit following Document offline also.

1. **Solvency, EMD & Tender submission fee in Original in separate sealed envelope clearly labeled as "Solvency Certificate, EMD & TENDER FEE" for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, and E-mail on Envelope.**

- NOTE: Above envelope shall be submitted in one single envelope clearly labeled as "Documents for Offline Submission" for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, and E-mail on Envelope.
- The offline submissions (duly stamped & signed) as mentioned above shall be submitted on WAPCOS address given in NIT as per date & time mentioned in NIT. In case of non-submission of above offline documents, bids are liable to be rejected.
- Note: The Company reserves the right to waive minor deviations/submissions if they do not materially affect the capability of the Tenderer to perform the contract.

Table -1: Documents for Technical Qualification				
CHECK LIST				
S. N	**Particular of Document**	**Page Nos. (from – to)**	**WAPCOS Remarks**	
			Yes	**No**
a)	Authority to Sign the Tender 1. In case of proprietary firm, the Proprietor shall sign with full name, current address OR by the authorized person holding Notarized Power of Attorney issued by the Proprietor for signing of business proposal. The Power of Attorney shall **be submitted in original and shall be specific to this Bid submission only and mentioning the name of the work/project** 2. In case of a Limited Company or Corporation, the Application shall be signed by an authorized person holding the Power of Attorney for signing of business proposal. A certified copy of the Power of Attorney shall accompany the Application. **Note:** Power of Attorney duly notarized and on a stamp paper of appropriate value, issued for signing the tender documents, make corrections/ modifications, to interact with the Employer and act as the contact person, shall be submitted along with Technical Bid.			
b)	Scanned copy of EMD Documents.			

S. N	Particular of Document	Page Nos. (from – to)	WAPCOS Remarks	
			Yes	No
c)	Scanned copy of Tender Fees			
d)	Letter Of Transmittal For Technical Bid			
e)	Letter Of Transmittal For Financial Bid			
f)	Declaration By Bidder			
g)	Bidder shall submit "**Financial Information"** regarding Turnover, Profit/Loss and Net Worth certificate for Last 5 (five) years ending on the financial year 2025-26 in **Form-A** duly certified by Statutory Auditor of the firm/company which must carry **UDIN (Unique Document Identification Number)**. • **Profit / loss (after Tax):** The Bidder should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending 2025-26. • **Turnover:** Average annual financial turnover of Bidder should be at least 50% of the estimated cost of work during the immediate last 3 consecutive financial years ending 2025-26 • **Net Worth:** Net worth of the Bidder should be positive during the last financial year 2025-26. The requisite certificates must be certified by statutory auditor of the firm/company. • Bidder shall attach Balance Sheet and Profit & loss Statement, duly audited by Statutory Auditor of the firm for last 5 (five) years ending on the financial year 2025-26 in support of **Form-A** **Note: This Certificate will be verified through ICAI Portal using UDIN number mentioned in Form-A** **Note: There is no need to upload entire voluminous balance sheet. However, summarized balance sheet (Audited) and summarized Profit & Loss Account (Audited) for last 05 years shall be uploaded.**			
h)	**Solvency Certificate** as prescribed in **Form-B** The bidder contractor should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Bank Solvency Certificate issued from a Nationalized / Scheduled Commercial Bank approved by Reserve Bank of India (RBI) should be at least 40% of the estimated cost of the work. The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extensions if any and shall be addressed to WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana **specific to this Bid submission only and mentioning the name of the work/project.** The			

S. N	Particular of Document	Page Nos. (from – to)	WAPCOS Remarks	
			Yes	No
	certificate shall be submitted in original and the colour / b&w copy / scanned copy shall not be accepted. The certificate should carry name, designation of the bank official, who has the authority to issue Solvency Certificate **OR** **Banker's Certificate** as prescribed in **Form-B-1** from a Nationalized / Scheduled Commercial Bank of amount equal to 40% of the estimated cost put to tender (ECPT) in case of MSME bidder **OR** **Net worth Certificate** as prescribed in **Form-B-2** of minimum 10% of the estimated cost put to tender issued by Certified Chartered Accountant with UDIN in case of MSME bidder **Note:** This Certificate will be verified from the issuing authority by WAPCOS			
i)	**Completed Similar Work Criteria:** The bidder should have satisfactorily completed the similar types of works as mentioned below during the last seven years ending previous day of last date of submission of tender. i) One similar completed work costing not less than 80% of the estimated cost of work. Or ii) Two similar completed works of order value each not less than 50% of the estimated cost of work. Or iii) Three similar completed works of order value not less than 40% of the estimated cost of work. Note: **Similar work** shall mean completed Work of supply, installation, testing and commissioning of an IP-PBX System and/or Network Management System (NMS) and/or Nurse Call System in Government Hospitals, Dispensaries or Government Buildings. The value of the work done declared is to be without GST / Taxes. For the works, where the Taxes or GST is not clearly defined, the value of works shall be considered as including GST and GST @12% shall be deducted for the works completed up to 31.12.2021 and GST @18% shall be deducted for the works completed after 01.01.2022 to establish the value of work done. The value of executed works shall be brought to the current			

S. N	Particular of Document	Page Nos. (from – to)	WAPCOS Remarks	
			Yes	No
	level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion of last day of the month previous to the one in which applications are invited. The past experience in similar nature of work and also for additional experience should be supported by certificates issued by the Client's organization. In case, the works / certificates are not verified by the issuing authority, WAPCOS reserves the right to not consider for the award of works. **For work experience of private sector, the completion certificates shall be supported with copies of corresponding TDS certificates. <u>In case of mismatch in value in TDS certificate & completion certificate, then value mentioned in TDS certificate will be considered during evaluation</u>.** The bidders submitting experience certificate for the works done in joint venture (JV)/consortium with other firms/companies, their proportionate experience to the extent of its share in the JV/consortium or work done by them shall only be allowed on submitting the valid proof of their share/ work done. Note: The completion / experience certificates, along with the supporting documents, shall be got verified from the issuing authority / organizations prior to opening of Financial Bid			
j)	**Verification of Solvency, Completion & Performance Certificates**. Verification should be done from the official email id of issuing Authorities. The bidder will provide official e-mail, Landline number of the Issuing Authorities in prescribed **Form-C** with undertaking. Bidder will ensure the email ids and landline are in working condition. If Solvency Certificate, completion, performance certificates are not verified by the issuing authority, then it may not be considered for technical evaluation.			
k)	**EPF Registration:** The agency shall submit valid EPF registration.			
l)	**GST Registration & PAN:** Bidder shall submit valid GST registration certificate for the state where work is to be executed and PAN Card. 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 submitting of 1st bill of executed works.			
m)	**Indian Registered Company:** The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Firm/ Partnership			

S. N	Particular of Document	Page Nos. (from – to)	WAPCOS Remarks	
			Yes	No
	Firm. **Joint ventures are not accepted**. Copy of Certificate of Incorporation/ Registration/ Partnership Deed Registration or any other relevant document, as applicable, should be submitted along with a copy of address proof. **NOTE:** Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.			
n)	**Structure & Organization:** The bidder will submit Name, address, details of the organization, Name(s) of the Owner/partners/promoters and Directors of the firm/ company as prescribed in **Form-D**.			
o)	**Undertaking for Manpower Deployment:** The bidder will submit "**Undertaking for Manpower Deployment"** as prescribed in **Form -E**			
p)	**Non - Conviction Certificate:** The bidder will submit the undertaking regarding **"Non – Conviction Certificate"** as prescribed in **Form-F.**			
q)	**No Deviation Certificate:** The bidder will submit **'No Deviation Certificate'** as prescribed in **Form-G.**			
r)	**Undertaking regarding Blacklisting / Non Debarment** The bidder will submit the "Undertaking regarding Blacklisting / Non Debarment" as prescribed in **Form-H.**			
s)	**Undertaking regarding Restriction under Rule 144(XI) of the General Finance Rules (GFRs) 2017** The bidder will submit the "Undertaking regarding Restriction under Rule 144(XI) of the General Finance Rules (GFRs) 2017" as prescribed in **Form –I**.			
t)	**Preference to Make in India:** The bidder shall submit undertaking indicating percentage of local content used during the execution of work as per the order of Public Procurement (Preference to Make in India) as prescribed in **Form-J** duly signed by Statutory Auditor and must carry **UDIN (Unique Document Identification Number)** **Note: This Certificate will be verified through ICAI Portal using UDIN number mentioned in Form-J**			
u)	**Understanding The Project Site** The bidder will submit the "Understanding The Project Site" as prescribed in **Form –K.**			
v)	**Letter and Integrity Pact** Letter along with Integrity Pact on Stamp paper (Rs. 100 stamp paper) as prescribed in **(Form-L).**			

S. N	Particular of Document	Page Nos. (from – to)	WAPCOS Remarks	
			Yes	No
w)	Bidder shall submit the undertaking for understanding regarding that Defect Liability Period shall be one year.			
x)	Bar Chart to explain the execution of work			

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

3.0 CONTENTS OF FINANCIAL BID

The Financial Bid should be uploaded online before last date & time of submission of Tender Document.

Quoted amount by the Bidder shall be firm during the performance of the Contract. Quoted amount by the Bidder with any condition shall not be accepted and same is liable to be rejected
Quoted amount by the Bidder shall include all Materials, Tools & Plant, labour, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, applicable Labour Cess, cost of insurance to this contract, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the Contractor, from time to time. GST shall be payable extra as per prevailing rates.

The Contractor shall submit e-invoice / Tax Invoice (as applicable for the bidder's Firms) to WAPCOS showing (i) Basic amount (ii) GST amount separately in each bill. 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 WAPCOS shall be performing all its duties of deduction of 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.

4.0 OPENING OF FINANCIAL BID

The financial bids of the technically qualified bidders shall be opened at the notified date & time. Final selection of the bidder will be made based on the least cost method.

5.0 SIGNING OF THE CONTRACT

The letter of Award will be issued to the successful bidder by WAPCOS which will be duly signed & stamped by the successful bidder as token of unequivocal acceptance and confirmation within 5 working days. Subsequently, successful bidder shall submit the Performance Security of required value within the specified time period. Thereafter, on a date and time mutually agreed upon, the successful Bidder or his authorized representative shall attend the office for signing of the Contract Agreement.

Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.

SECTION – III

FORMS

	LETTER OF TRANSMITTAL FOR TECHNICAL BID
	LETTER OF TRANSMITTAL FOR FINANCIAL BID
	DECLARATION BY BIDDER
FORM - A	**FINANCIAL INFORMATION**
FORM- B	**SOLVENCY CERTIFICATE**
FORM- B-1	**BANKER'S CERTIFICATE**
FORM- B-2	**NET WORTH CERTIFICATE FROM CHARTERED ACCOUNTANT**
FORM - C	**CORRESPONDENCE DETAILS OF ISSUING AUTHORITY**
FORM - D	**STRUCTURE & ORGANIZATION**
FORM - E	**UNDERTAKING FOR MANPOWER DEPLOYMENT**
FORM - F	**NO CONVICTION CERTIFICATE**
FORM - G	**NO DEVIATION CERTIFICATE**
FORM - H	**UNDERTAKING REGARDING BLACKLISTING / NON DEBARMENT**
FORM - I	**UNDERTAKING FOR RESTRICTION UNDER RULE 144(XI) OF GFRs**
FORM - J	**PREFERENCE TO MAKE IN INDIA**
FORM- K	**UNDERSTANDING THE PROJECT SITE**
FORM – L	**LETTER FOR INTEGRITY AND INTEGRITY PACT AGREEMENT**

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

LETTER OF TRANSMITTAL FOR TECHNICAL BID

To,
Dy Chief Engineer
C&C Division
WAPCOS Limited
76-C, Institutional Area, Sector - 18
Gurugram-122015, Haryana
Email: ccm@wapcos.co.in
Tel. (+91-124)2399886

Subject: Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka

Sir,

Having examined the details given in tender document for the above work, I/we hereby submit the relevant information.

i. I / We acknowledge that the WAPCOS will be relying on the information provided in the Bid and the documents accompanying the Bid & detailed provided in the enclosed "Forms" 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.
ii. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
iii. I/we submit the requisite Solvency Certificate, Completion Certificates, Financial Information's and authorize WAPCOS Ltd. to approach the Issuing Authority to confirm the correctness thereof. I/we also authorize WAPCOS Ltd. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
iv. 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.
v. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

SN	Name of work	Value of Work	Client

Date:

Place:

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

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

LETTER OF TRANSMITTAL FOR FINANCIAL BID

Dated:

To,
Dy Chief Engineer
C&C Division
WAPCOS Limited
76-C, Institutional Area, Sector - 18
Gurugram-122015, Haryana
Email: ccm@wapcos.co.in
Tel. (+91-124)2399886

Subject: Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka

Dear Sir,

With reference to this Tender Document, 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. The Cost has been quoted by me/us for bid after taking into consideration all the terms and conditions stated in the Tender Document, 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.
2. I / We shall keep this offer valid as period specified in the NIT.
3. I / We hereby submit our FINANCIAL BID and Offer Cost as filled in BoQ excel sheet "BoQ" 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

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

DECLARATION BY THE BIDDER

This is to certify that We, M/s ……., in submission of this offer confirm that:-

We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. We have carefully gone through each & every section of the tender document for the work **Special Repairing Work of IPPBX , NMS & Nurse Call System at ESIC Medical College and Hospital, Joka**".

1. Our tender is offered taking due consideration of all factors mentioned in tender documents.
2. We promise to abide by all the stipulations of the Contract documents and carry out and complete the work to the satisfaction of the Employer/ Principal Employer.
3. We also agree to procure Plants and Machineries at our cost required for the work. We also submit that we have Organizational Structure comprising adequate Technical Personnel in the line of requirement. We also agree to accomplish the job entrusted to us in the stipulated time laid out in document except situations not under our control.
4. We have not made any misleading or false representation in the forms, statement and attachments in proof of the qualification requirements;
5. We do not have records of poor performance such as abandoning the work, not properly completing the Contract, inordinate delays in completion or financial failures etc.
6. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
7. We are financially sound and have not applied or be under corporate debt restructuring.
8. List of Similar Works satisfying Qualification Criterion as indicated hereinafter, does not include any work which has been carried out by us through a Subcontractor on a back-to-back basis.
9. The Cost has been quoted by me/us for bid after taking into consideration all the terms and conditions stated in the Tender Document, 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.
10. I / We shall keep this offer valid as period specified in the NIT.
11. I / We hereby submit our FINANCIAL BID and Offer Cost for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
12. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the format of Contract Agreement. We agree not to seek any changes in the aforesaid format of Contract Agreement and agree to abide by the same.

Certificate:

It is certified that the information given in the enclosed 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.

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

Place:

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

FORM-A: FINANCIAL INFORMATION

Years	Gross Annual turnover	Profit/Loss (After Tax)	Net worth
2020-2021			
2021-2022			
2022-2023			
2024-2025			
2025-2026			

Above Details are being furnished as per the figures in balance sheet for the last five years in respect of M/s …….(Name & address of firm of bidder), as submitted by the firm to the Income Tax Department.

Date: **(Signature of Statutory Auditor with Seal)**

UDIN No. :

Place:

[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF ISSUING BANK]

FORM- B: SOLVENCY CERTIFICATE

To
WAPCOS Limited,
76-C, Institutional Area,
Sector-18, Gurugram, Haryana

This is to certify that .M/s……..……..……(name of bidder & address)…… as a Customer of our Bank Account are/ is respectable and can be treated as good for any engagement up to a Limit of Rs. …… (Rupees……) for the work of WAPCOS Tender for **"Special Repairing Work of IPPBX , NMS & Nurse Call System at ESIC Medical College and Hospital, Joka**".

(Signature for Bank)
Name of Bank Official:……..
Designation: ……

NOTE:

1. Solvency Certificate should be on letter head of the Bank addressed to WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana. The language of this Form may be changed as per the standard format of Bank at the place of "…….…..", without affecting the objective.
2. The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extension of date for bid submission, if any
3. Solvency Certificate shall be **specific to this Bid submission only and mentioning the name of the work/project.**
4. **The certificate shall be submitted in original** and the colour / b&w copy / scanned copy shall not be accepted.
5. The certificate should carry name, designation of the bank official, who has the authority to issue Solvency Certificate
6. This Certificates will be verified from the issuing authority by WAPCOS during process of Technical Evaluation

[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF ISSUING BANK]

FORM- B-1: BANKER'S CERTIFICATE

Date:……

To
WAPCOS Limited,
76-C, Institutional Area,
Sector-18, Gurugram, Haryana

This is to certify that to the best of our knowledge and information Shri/Smt/M/S…….having registered address ……..……, a customer of our bank, is/are respectable and can be treated as reliable for any engagement up to a limit of Rs…… (Rupees…….).

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

This certificate is issued on the request of Shri/Smt/M/S ……. for tendering purpose.

(Signature for Bank)
Name of Bank Official:……..
Designation: ……

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

FORM-B-2: FORM FOR CERTIFICATE FOR NET WORTH FROM CHARTERED ACCOUNTANT

It is to certify that as per the audited balance sheet and profit & loss account during the finical year 2024-25, the Net Worth of M/s……..……(Name & Registered Address of Bidder/ Agency), as on …….(the relevant date) is Rs…….after considering all liabilities. It is further certified that the net Worth of the Company has not eroded by more than 30% in the last Three years ending on (the relevant date).

Date: **(Signature of Statutory Auditor with Seal)**

UDIN No. :

Place:

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM-C: CORRESPONDENCE DETAILS OF ISSUING AUTHORITY

Solvency Certificate/ Completion Certificate / Performance Certificate

Name of Work: Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka

A. Solvency Certificate

Present address of the Issuing Branch	Official Email Id	Landline no	Other Contact no.

B. Completion Certificate

Present address of the Issuing Authority	Official Email Id	Landline no	Other Contact no.

C. Performance Certificate for EMRS Works

Present address of the Issuing Authority	Official Email Id	Landline no	Other Contact no.

This is to certify that above information is correct and is gathered from the Issuing Authorities by us for the verification of concerned documents. We understand that if the documents is not verified, then our bid is liable to be rejected.

Date:

Place:

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

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM- D: STRUCTURE & ORGANISATION

Name of Work: **Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka**

S.No.	Particulars	Details
1.	Name & Registered Address of the Bidder	
2.	Address and Email on which correspondence will be made during **Tendering & after Award of Work**	**Name of Person: …who will sign tender** **Mobile No. :** **Email:** **Address:**
3.	Telephone no./Mobile no./Fax no.	
4.	Legal status of the Bidder (attach copies of original document defining the legal status) (a) A Proprietary Firm (b) A Partnership Firm (c) A Limited Company or Corporation (d)A Company registered under company's Act 1956/2013	
5.	Particulars of Registration with various Government Bodies (Attach attested photocopy) **Organization/Place of Registration** 1. 2. 3.	**Registration No**. 1. 2. 3.
6.	Names and Titles of Directors with designation as per Legal Status of Company	
7.	Designation of Senior Level Officers authorized to act for this work	
8.	Any other information considered necessary but not included above.	

Date:

Place:

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

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM- E: - UNDERTAKING FOR MANPOWER DEPLOYMENT

Name of Work Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka

This is to certify that We, M/s ……., in submission of this offer confirm that:-

I. Our tender is offered taking due consideration of all factors including site requirements information and conditions stated in the detailed Instructions to Bidders to execute the work up to the standards as laid out in Employer's Requirements and other sections of Tender Document.

II. We agree to employ the number of technical staff during the execution of this work as defined in the tender document. We shall deploy additional manpower as deemed fit and required to complete the project within stipulated completion period, without any additional cost to the Employer.

III. WAPCOS shall have full power and without giving any reason to us, immediately to get removed any representative, staff and workmen or employees on account of misconduct negligence or incompetence or whose continued employment may in his opinion be undesirable. We shall not claim any compensation on this account.

IV. In case we fail to deploy the technical staff as mentioned in the tender document, we shall be liable to pay recovery for each month of default as mentioned in Tender Documents . The details of Deployment of Technical Staff will be submitted with each Bill duly certified by The Project Manager, WAPCOS. We shall not raise any objection if deduction is made for the same from Running Bills.

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

Place:

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM-F: NO-CONVICTION CERTIFICATE

Name of Work: **Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka**

This is to certify that _____ (Name of the organization), having registered office at _____ (Address of the registered office) has never been convicted by any Central / State Government Department or Court of law anywhere in the country.

This is also to certify that we are not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.

Date:

Place:

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

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM-G: NO DEVIATION CERTIFICATE

Name of Work: Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka

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.

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

Place:

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM-H: UNDERTAKING REGARDING BLACKLISTING / NON DEBARMENT

Name of Work: **Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka**

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

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

Place:

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

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

Name of Work: Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka

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

Date:

Place:

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

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

FORM-J: UNDERTAKING REGARDING PERCENTAGE OF LOCAL CONTENT

Name of Work: Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka

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

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

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

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

Date: **(Signature of Statutory Auditor with Seal)**
UDIN No. :

Place:

[TO BE SUBMITTED BY BIDDER ON THEIR ORIGINAL LETTER HEAD]

FORM-K: UNDERSTANDING THE PROJECT SITE

Name of Work: Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed. I/ We are well aware about the following

- Location of the land demarcated for the execution of work and approach/ accessibility to the site.
- Availability of all construction material required for the execution of work.
- Location of the proposed buildings and its allied works on demarcated land.
- Sources from where electric connection is to be taken by contractor at the time of mobilization or other arrangements for electricity is to be made.
- Sources from where suitable water for construction is to be arranged.
- Site clearance and location of matured trees.
- Awareness about the surrounding local conditions, villagers etc.
- Topography, contouring and any other relevant feature like Pond, nallah etc. of the land where the project is to be executed.
- Nature of the ground & sub-soil of the site and accessibility to the site.
- Location of local electrical supply line and other relevant services
- Hindrances / dispute, if any, which may arise during the execution of work

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted percentage Rates / price.

Date:

Place:

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

FORM-L
FORMAT FOR LETTER AND INTEGRITY PACT
[To be submitted on Bidder's **Original** Letter Head]

To,
WAPCOS Limited,
76-C, Sector 18,
Institutional Area
Gurgaon, Haryana-122015

Sub: Integrity Pact for ……

Dear Sir,
I/We acknowledge that WAPCOS is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document at **Enclosure-A.**

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 is accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date:
Place:

(Signature and Stamp of the Authorized signatory)

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

This Integrity Agreement is made on the____ day of ___ 20____between WAPCOS Limited, a Company in corporate under Indian Company's Act and having its registered office at 5th floor, Kailash Building, 26, K. G. Marg, New Delhi (hereinafter called "WAPCOS" of the one part) and (Name of Contractor & Address)_____ (hereinafter called "Contractor" of the other part).

Preamble

WHEREAS the WAPCOS has floated the Tender (NIT No. .....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **……..** hereinafter referred to as the "Contract".

AND WHEREAS the WAPCOS 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 Contractor (s) / Bidders

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 WAPCOS

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

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

(2) If the WAPCOS 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 WAPCOS 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 WAPCOS'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)/ Contract(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 WAPCOS 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 WAPCOS under law or the Contract or its established policies and laid down procedures, the WAPCOS 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 WAPCOS'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 WAPCOS after giving 14 days notice to the bidder /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 WAPCOS. Such exclusion may be forever or for a limited period as decided by the WAPCOS.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the WAPCOS 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 WAPCOS apart from exercising any legal rights that may have accrued to the WAPCOS, 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 WAPCOS obtains knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of IPC Act, or if the WAPCOS has substantive suspicion in this regard, the WAPCOS 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 WAPCOS 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 WAPCOS will enter into Pacts on identical terms as this one with all Bidders/ Contractors.

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

Article 6 : Duration of the Pact

(1) This Pact begins when both the parties have legally signed it. It expires for the bidder/ Contractor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

(2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS

Article 7 : Other Provisions

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

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

(3) If the bidder/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:

SIGNED, SEALED AND DELIVERED

For and on behalf of the Contractor	**For and on behalf of the Principal Employer/Employer**
NAME _____ Designation	NAME _____ Designation
in the presence of witness:	**in the presence of Witness**
1_____	1_____
2 _____	2 _____

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

SECTION – IV

GENERAL CONDITIONS TO CONTRACT

1.0 GENERAL RULES AND DIRECTIONS

General Rules & Directions	1.	The work proposed for execution by contract will be notified in a form of invitation to tender by publication in website. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance Security to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.
	2.	In the event of the tender being submitted by a Partnership firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
	3.	Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm
Applicable for Items Rate tender only	4.	The rate(s) must be quoted in decimal coinage. Total Amount must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised online offer (through limited tender process) quoting rate/ cost of work of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in presence of WAPCOS and the lowest contractors those have quoted equal amount of their tenders. In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited. In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised

		offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors. Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work
Applicable for Percentage Rate/ EPC tender only	4A	**In case of Percentage Rate /EPC Tenders**, contractor shall fill up the usual printed`form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities , he will be willing to execute the work. The tender submitted shall be treated as invalid if :- 1. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender. 2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender. 3. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.
	4B	In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered amount or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. If the revised tendered amount of two more contractors received in revised offer is again found to be equal , the lowest tender, among such contractors, shall be decided by draw of lots in the presence WAPCOS & the lowest contractors those have quoted equal amount of their tenders. In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor, whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.
	5.	The designated committee will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose

		of identification sign copies of the specifications and other documents. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
	6.	The designated committee shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender
	7.	The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
Applicable for Items Rate tender only	8.	In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly. However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.
Applicable for Percentage Rate /EPC tender only	9.	**In case of Percentage Rate / EPC Tenders** only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy
Applicable for Percentage Rate EPC tender only	10.	In Percentage Rate /EPC Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.
	11.	i. The Contractor, whose tender is accepted, will be required to furnish **Performance Security of 5% of the Tendered Value**. This Security shall be in the form of cash (in case Security amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case Security amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in the with the prescribed form.

		ii. 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 value of each Running & Final bill**. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed
	12.	On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
	13.	GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
	14.	The contractor shall give a list of WAPCOS employees related to him.
	15.	The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
	16.	The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc.
	17.	The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and WAPCOS may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

2.0 CONDITIONS OF CONTRACT

Definitions	1.	The "**Contract"** means the documents forming the tender and acceptance thereof and the formal Agreement executed between the WAPCOS and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
	2.	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- i. **"Employer**" shall mean WAPCOS Limited/ WAPCOS, A Government of India undertaking- Ministry of Jal Shakti, for execution of the Work / Project as mentioned in NIT, having their Registered office at 5th floor, Kailash building, 26-Kasturba Gandhi Marg, New Delhi-110001, India & include Engineer-in-charge, Project Manager, their successors & permitted assigns as well as their authorized officer / representatives. WAPCOS Limited is a company registered under the Indian Company Act 1956, with its registered office at New Delhi or its Administrative officers or its Engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf. ii. **Principal Employer/Owner"** The Dean, ESIPGIMSR, ESIC Medical College and ESIC Hospital & ODG (EZ), Diamond Harbour Road, Joka, Kolkata-700104, who has appointed WAPCOS Ltd. as Project Management Consultant for the work mentioned in NIT. iii. **"Bidder/Tenderer/Contractor/Supplier"** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company who are participating in Bidding process and will Execute the project after award of the Works as Contractor/Supplier. They should be an Indian Registered Company under Companies Act 1956/ 2013, Proprietorship Firm/ Partnership Firm iv. **"Work or Project"** means as mentioned in NIT. v. **"Site and location"** means the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the work as mentioned in NIT. vi. "**Engineer-in-Charge"** means the Officer appointed by WAPCOS who shall direct, supervise and in-charge of the project work on behalf of WAPCOS, for the purpose of Contract or his duly authorized representative. vii. **"Project Manager, WAPCOS"** shall mean the officer appointed by WAPCOS to supervise the works at site on behalf of WAPCOS and Authorized by the Engineer-in charge.

		viii. **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Engineer-in-charge or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works. ix. **"Market Rate"** shall be the rate as checked & verified by the Project Manager, WAPCOS and agreed by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Special Conditions of Contract to cover, all overheads and profits. x. **"Schedule(s)"** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government (DSR 2021/2023/2025, PWD SSR 2021-2022 for Civil and DSR 2021/2022 for E&M) hereunder, with the amendments thereto issued up to the date of receipt of the tender. xi. **"Consultant"** means any consultant nominated by the WAPCOS xii. **"Tendered Amount"** means the value as quoted by the Bidder during bidding process excluding GST. xiii. **"Tendered Value"** means the value of work as stipulated in the letter of award excluding GST. xiv. **"Contract Price"** means the value of work executed under the Contract including tendered value, cost of extra items, cost of substituted items, cost of deviated items, works executed under the Contract including GST. xv. **"Date of Commencement of Work"** The date of commencement of work shall be the date of start as specified in Letter of Award or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document. xvi. **GST** means Goods & Service tax- Central, State and Inter State
Scope and Performance	3.	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
	4.	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
	5.	The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
Works to be carried out	6.	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities/ Building Components shall, unless otherwise stated, be held to include wastage on materials,

		carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
Sufficiency of Tender	7.	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the cost quoted in the Schedule of Quantities/ Building Components, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
Discrepancies and Adjustment of Errors	8.	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
	8.1	In the case of discrepancy between the schedule of Quantities/Building Components, the Specifications and/ or the Drawings, the following order of preference shall be observed:- i. WAPCOS and ESIC JOKA Agreement and terms and conditions lay over by ESIC JOKA time to time. ii. Letter of Award, along with statement of agreed variation and its enclosures, if any. iii. Special Condition of Contract iv. Description of Schedule of Quantities/ Building Components. v. Particular Specification and Special Condition, if any. vi. Scope of Work vii. Drawings. viii. CPWD / MoRTH Specifications if any. ix. Indian Standard Specifications of B.I.S.
	8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer-in-charge shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
	8.3	Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
Signing of Contract	9.	The letter of Award will be issued to the successful bidder by WAPCOS which will be duly signed & stamped by the successful bidder as token of unequivocal acceptance and confirmation. Subsequently, successful bidder will submit the Performance Security of required value within time specified in Tender document. Thereafter, on a date and time mutually agreed upon, the successful Bidder or his authorized representative shall attend the office for signing of the Contract Agreement. The contract Agreement consisting of complete Tender Document along with all the documents Corrigendum/Amendments if any, Clarifications / Correspondences and any other documents as forming part of the contract. No payment for the work done will be made unless contract is signed by the contractor. Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.

2.0 CLAUSES OF CONTRACT

CLAUSE 1: PERFORMANCE SECURITY (OR PERFORMANCE BANK GUARANTEE)

i. The contractor shall submit an irrevocable **Performance Security of 5% (Five percent) of the "Tendered Value"** in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Special Conditions of Contract 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 as specified in Special Conditions of Contract on written request of the contractor stating the reason for delays in procuring the Performance Security, to the satisfaction of the Engineer-in-Charge. This Security shall be in the form of Cash (in case Security amount is less than Rs. 10,000/-) or Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case Security amount is less than Rs. 1,00,000/-) or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the WAPCOS as part of the performance Security 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.

ii. **The Performance Security shall be initially valid up to period** of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP) **plus 1 year claim period beyond that**. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Security extended to cover such enlarged time. The performance Security shall be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract including completion of the Defect Liability Period.

iii. The Engineer-in-Charge shall make a claim under the performance Security except for amounts to which the WAPCOS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

iv. Failure by the contractor to extend the validity of the Performance Security as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Security.

   a) Failure by the contractor to pay WAPCOS any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

v. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance Security shall stand forfeited in full and shall be absolutely at the disposal of the WAPCOS.

CLAUSE 1A: SECURITY DEPOSIT / RETENTION MONEY

The Bidder whose tender(s) may be accepted shall permit WAPCOS at the time of making any payment to Contractor for work done under the contract to deduct a sum at the rate of 2.5% from each running and final bill excluding GST.

The contractor may, at his option, replace the retention amount with an unconditional BG (in accordance with the form annexed hereto for Performance Bank Guarantee, which shall be submitted to WAPCOS after approval of Competent Authority) issued by Nationalized/Scheduled Commercial Bank approved by Reserve Bank of India (RBI) as per following two stages:

a. After the deduction of retention against the 50% or more billing of the Tendered Amount. In this case only amount of Retention money accumulated against 50% billing of the Tendered Amount will be released.

b. After the amount reaches the maximum limit of retention money up to Final bill. In this case full amount of Retention Amount or remaining Retention amount (as per above condition at "a") will be

released after submission of aforesaid BG.

The Retention Money/Security Deposit/BG(s) against retention money, as deducted above shall be released within 60 days of successful completion of Warranty/Defect Liability Period as Certified by the Engineer-in-Charge or till the final bill has been prepared and passed whichever is later.

CLAUSE 2: COMPENSATION FOR DELAY i.e. LIQUIDITY DAMAGE

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under purview of the Contract on account of such breach, pay compensation for delay i.e. Liquidity Damage, a sum not less than 0.5% (Zero point five percent) of the Tendered Value as aforesaid for each week and limited to 10% of the Contract Price. If, still work is not completed by the Contractor after deduction of full Liquidity Damage i.e. 10% of the Contract Price, then Performance Security shall be invoked and deducted security money shall be forfeited and project will be terminated. After that the balance work will be executed by Employer on risk and cost (amount received from invocation of Performance Security and Security deposit) of contractor.

In case Liquidity Damage imposed by Principal Employer to the project at any point of time, then full amount of Liquidity Damage (10% of the Contract Price) will be recovered from the up-coming interim bills/ final bill. If the amount of up-coming interim bills/ final bill is less than the amount of Liquidity Damage, then balance amount of Liquidity Damage will be recovered from the Performance Security, Security Deposit and any other financial deposit of Contractor with Employer.

CLAUSE 3: WHEN CONTRACT CAN BE DETERMINED

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

i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer-in-charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

iv. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

v. If the contractor shall offer or give or agree to give to any person in WAPCOS service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for WAPCOS.

vi. If the contractor shall enter into a contract with WAPCOS in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

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

viii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

ix. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the WAPCOS shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security deposit payable and Performance Security under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Note:

Actions under Clause 2 and 3 are independent.

The compensation under Clause 2 is for loss caused due to delay in performance, whereas, the compensation under Clause 3 is for consequential losses due to non-performance of the Contract. Hence, the Employer is entitled to compensation under Clause 3 and Clause 2 independently. Hence, the Employer is empowered to take action under Clause 2 for levy of compensation depending on liability of Contractor under Clause 2 based on the delay at the stage of Clause 3 action, before determination.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/6th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the WAPCOS stating the failure on the part of WAPCOS. In such eventuality, the Performance Security of the contractor shall be refunded within following time limits :

a)	Tendered value of work is up to Rs. 1.0 Crore	15 days
b)	If the Tendered value of work is more than Rs.1.0 crore and up to Rs. 10 Crore	21 days
c)	If the Tendered value of work exceeds Rs. 10 Crore :	30 days

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

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

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5: TIME AND EXTENSION FOR DELAY

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

5.1 As soon as possible but within 7 (seven) days from the date of commencement of work, the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Employer and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for

any work, exceeds 15 days (save for special jobs for which a separate programme has been agreed upon) complete the work as per scheduled date of completion**.**

In case of non submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.

The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

The contractor shall submit the Time and Progress Chart and Progress Report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery of Rs. 2500/- per day basis in case of delay in submission of Time and Progress Chart and Rs. 1000/- per day in case of delay in submission of the monthly progress report.

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

(i) force majeure, or
(ii) abnormally bad weather, or
(iii) serious loss or damage by fire, or
(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
(v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
(vi) any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority, but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Employer/ Principal Employer to proceed with the works. The Employer will give the "Extension of Time" only after the approval of the same from Principal Employer.

If, Employer/Principal Employer are not satisfied with the reasons stated by the contractor for delay then, Provision Extension of Time shall be granted to complete the balance works and keep the contract alive. In the period of Provisional Extension of time, Employer shall have the right to impose Liquidity damage as per above Clause 2, if Principal Employer impose the Liquidity Damage to the project at any point of time.

During the granted provisional extension of time, 10% amount of bill amount excluding GST, shall be withheld from each running bill as per the discretion of the Engineer-in-charge. The withheld amount will be accountable to Liquidity damage as per clause-2 and shall only be released to the contractor, if work is completed within the given Provisional Extension of time and Principal Employer didn't impose the Liquidity Damage to the project.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for above events listed.

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

5.4 Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the Engineer-in-Charge. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the Contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. An amount as deemed appropriate by the Engineer-in-Charge shall be deducted on per day basis in case of delay in submission of the revised programme.

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

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

CLAUSE 6 : COMPUTERIZED MEASUREMENT BOOK

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the WAPCOS so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Project Manager, WAPCOS as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Project Manager, WAPCOS, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Project Manager, WAPCOS, for the dated signatures by the Project Manager, WAPCOS, and the contractor or their representatives in token of their acceptance.

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

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

The contractor shall also submit to the WAPCOS separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered. Thereafter, this bill will be processed by the Project Manager, WAPCOS.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Project Manager, WAPCOS.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Project Manager, WAPCOS in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Project Manager, WAPCOS in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or Project Manager, WAPCOS consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge may cause either themselves or through another officer of the WAPCOS to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

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

The interim or running account bill shall be submitted by the Contractor for work executed on the basis of recorded measurements on the format of the Employer on or before the date of every month fixed by Project Manager of WAPCOS. Contractor shall submit the bill with all requisite certificates/ documents. Project Manager of WAPCOS shall arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurement of the work within 15 working days. Observations if any shall be conveyed by the Project Manager, WAPCOS to the Contractor within 25 working days. Contractor shall resubmit the bill to Project Manager, WAPCOS after compliance of observations and duly signed by the Project Manager of WAPCOS for further processing.

Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment at such rates as decided by Engineer-in-Charge. The amount shall be paid by 45 working days after the day of presentation of the corrected bill by the Contractor to the Engineer-in-Charge or his representative, or 45 days after the day of submission of mutually signed corrected bill between Contractor Representative and Project Manager, WAPCOS and WAPCOS HQ representative, Gurugram along with required documents as per Contractual Provisions OR 45 days after receive of the payments from Principal Employer whichever is later. Thus, the Contractor unconditionally acknowledge that the payments under the present Contract shall be made proportionately by the Employer only on back-to-back basis i.e., after 45 days subject to receipt of payment from Principal Employer. The Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract is not received from Principal Employer, then WAPCOS and/or any of its Employee/Officer shall not be responsible to pay any amount to Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the WAPCOS to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
It is clearly agreed and understood by the Contractor that notwithstanding anything to the contrary that may be stated in the agreement between Employer and the Contractor; the Contractor shall become entitled to payment only after Employer has received the corresponding payment(s) from the Principal Employer for the work done by the Contractor. Any delay in the release of payment by the Principal Employer to Employer leading to a delay in the release the corresponding payment by Employer to the Contractor shall not entitle the Contractor to any compensation/interest from Employer.

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

Note: Once the final corrected invoice is submitted and accepted/processed by WAPCOS, the same shall not be cancelled by the Contractor. However, in case the Contractor cancels the invoice from their end, the same shall be intimated in writing to WAPCOS in advance. Any repercussions in this regard will be borne by the Contractor and WAPCOS will not be liable to pay anything for such financial implications.

Clause 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC / BOCW Welfare Board, whatever applicable are submitted by the Contractor to the Project Manager, WAPCOS.

CLAUSE 8: COMPLETION CERTIFICATE AND COMPLETION PLANS

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

The completion certificate shall be issued by Employer to the Contractor after successful handing/taking over by Principal Employer; submitting of **Occupational Certificates** issued by the local urban bodies/Municipal Corporation by contractor along with submission of all necessary NOC's/statutory approvals from all concerned departments such as local urban bodies, Fire Department, Electricity Board/Chief Electrical Inspector, Forest, Lift etc. of that area in accordance with Government norms to enable Principal Employer/Owner to occupy the project with all required service. The Completion Certificate shall only be issued after the submission of "**No Claim Certificate**" by contractor as per the format given in the **Section of Annexures**.

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

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans. The "As Built" Drawings and completion report shall be submitted by the Contractor within 30 days from the date of completion works in 3 sets.

In case, the contractor fails to submit the completion plan/drawings as aforesaid, he shall be liable to pay a sum of 0.25% (zero point two five percent) of Tendered value.

CLAUSE 9 : PAYMENT OF FINAL BILL

The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in- Charge whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

CLAUSE 10A: MATERIALS TO BE PROVIDED BY CONTRACTOR

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

The contractor shall, at his own expense and without delay, supply to the Project Manager, WAPCOS samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Project Manager, WAPCOS shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Project Manager, WAPCOS for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge/ Principal Employer shall be issued after the test results are received.

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

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

The Engineer-in-Charge or his authorized representative shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge or his authorized representative shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge or his authorized representative may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.
The Contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Contract.

If the Engineer-in-Charge or his authorized representative instructs the Contractors to carry out a test not specified in the Specification to check whether any work has a Defect. Such tests are to be carried out by the Contractor by deploying agencies and paying all the cost for such tests.

CLAUSE 10B :

(i) SECURED ADVANCE ON NON-PERISHABLE MATERIALS AND RECOVERY
Not Applicable

(ii) MOBILISATION ADVANCE
Not Applicable

(iii) INTEREST & RECOVERY OF MOBILISATION ADVANCE

Not Applicable

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

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

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

CLAUSE 10D : DISMANTLED MATERIAL PROPERTY

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as WAPCOS/Government/Principal Employer 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 or his authorized representative.

CLAUSE 11 : WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.

The Contractor shall execute the work as per the sequence submitted by Contractor and approved by Engineer-in-Charge from time to time so that all other items of the work to be executed by other agencies are completed progressively along with the main work.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

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

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

CLAUSE 12 : DEVIATIONS / VARIATIONS EXTENT AND PRICING

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

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

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original Tendered Value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2 Deviations, Extra Items, Substituted item and Pricing

i. **In the case of extra item(s)** (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Project Manager, WAPCOS shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined after approval of Engineer-in -charge.

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

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

iii. **In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Special Conditions of Contract**, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Project Manager, WAPCOS shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined after approval of Engineer-in -charge.

The prescribed time limit for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 45 days after submission of proposal by the contractor without observation of the Engineer-in-Charge or his authorized representative.

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

12.4 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 ESIC JOKA/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 -2021/2023/2025 or upto date. In case the rates are not available in DSR, the same shall be derived from the competitive market quotes, obtained by WAPCOS Limited/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.

12.5 Contractor shall carry out the extra quantity of work under deviation from the estimated quantity at the rate quoted in the BoQ limited to 100% deviation on each item and for the quantity deviated beyond 100% market rates will be applicable. Execution of such deviation in quantity shall require prior written permission from WAPCOS/ESIC JOKA.

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

12.7 The completion cost of any maintenance work/special 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.

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

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

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

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

(ii) Employer shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work). For materials taken over or to be taken over by WAPCOS, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

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

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

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

In the event of action being taken under Clause 13 to reduce the scope of work, the Contractor may furnish fresh Performance Security on the same conditions, in the same manner and at the same rate for the balance tendered value and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Security is furnished by the Contractor the Engineer-in-Charge may return the previous Performance Security.

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

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

(iii) 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 lies on contractor on account of loss or damage suffered by WAPCOS because of action under this clause.

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) / rectification works during Defect Liability Period or the excess loss of damages suffered or may be suffered by WAPCOS as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to WAPCOS in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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

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

CLAUSE 15 : SUSPENSION OF WORK

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

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

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
   (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
   (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the

contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in subpara (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by WAPCOS or where it affects whole of the works, as an abandonment of the works by WAPCOS, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by WAPCOS, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 16 : ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Project Manager, WAPCOS 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 incharge of the work or to the Engineer-in-charge of Quality Assurance or Project Manager, WAPCOS 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 unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of 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 Special Conditions of Contract may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

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

The Warranty (on site)/**Defect Liability Period shall be 12 (Twelve) Months.**

The contractor will deploy sufficient manpower (i.e. Technical Supervisor, Mason, Electrician, Plumber etc.) and materials, accessories tools and plants required for the maintenance of the buildings, services, landscaping works, external development works during defect liability period. No extra charge in this account shall be paid to the contractor. Therefore, contractor is advised to quote the cost accordingly.

The Warranty/Defect Liability Period shall commence from the date of issue of the Taking Over Certificate by Principal Employer or issue of Completion Certificate by Principal Employer or agreed date of start of Defect Liability Period by the Principal Employer whichever is later. The Warranty period of equipments/items shall be provided as per the manufacturer norms or upto end of Defect liability period whichever is more. When the equipment is under Warranty/Defect Liability Period, it shall be the sole responsibility of the Contractor/Supplier to rectify defect of equipment, spare parts, replacement equipment as deemed necessary by the Employer/Owner and install the same without any cost implications to Employer/ Owner.

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

Contractor shall take required works / rectification of defects immediately after receiving of complaints from Principal Employer / Employer. If Contractor fails to attend the complaints within the given time frame by Engineer-in-charge, then any expenditure incurred by WAPCOS in completing works / rectification of defects shall 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.

CLAUSE 18: CONTRACTOR SUPPLY TOOLS & PLANTS ETC.

The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in tender. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18A : RECOVERY OF COMPENSATION PAID TO WORKMEN

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, WAPCOS is obliged to pay compensation to a workman employed by the contractor, in execution of the works, WAPCOS will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the WAPCOS under sub-section (2) of Section 12, of the said Act, WAPCOS shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by WAPCOS to the contractor whether under this contract or otherwise. WAPCOS shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to WAPCOS full security for all costs for which WAPCOS might become liable in consequence of contesting such claim.

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

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

CLAUSE 19 : LABOUR LAWS TO BE COMPLIED BY CONTRACTOR

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

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

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

CLAUSE 19A

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

CLAUSE 19B : PAYMENT OF WAGES

i. The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

ii. 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.

iii. 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 unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

iv. (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

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

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91,

dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

v. The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

vi. The contractor shall indemnify and keep indemnified WAPCOS against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

vii. 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.

viii. 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.

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

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per 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.500/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

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

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

Failing which the contractor shall be liable to pay to WAPCOS, a sum not exceeding Rs.500/- for each default or materially incorrect statement. The decision of the Engineer-In-Charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

CLAUSE 19 E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the WAPCOS and its contractors.

CLAUSE 19 F

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

1. Leave :

(i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,

(ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.

2. Pay :

(i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

(ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:
No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Appendix -I and II, and the same shall be kept at the place of work.

CLAUSE 19 G

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.500/- 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.500/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

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

CLAUSE 19 H

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

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

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

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

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed

(iii) **Water Supply** - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

(iv) The site selected for the camp shall be high ground, removed from jungle.

(v) **Disposal of Excreta** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the

Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

(vi) **Drainage** - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

(vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

(viii) **Sanitation -** The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorizedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of Contract Price of work may be imposed by the WAPCOS whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.
However, Employer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19K : Employment of Skilled / Semi Skilled Workers

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

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

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the Contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the Employer & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

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

CLAUSE 20 : MINIMUM WAGES ACT TO BE COMPLIED WITH

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

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

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

CLAUSE 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of WAPCOS without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

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

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an Proprietor Firm, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24: LIFE CYCLE COST

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer- in- Charge.If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

CLAUSE 25: 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 following mechanism:

25.1 GOVERNING LAW, JURISDICTION & WAIVER OF ALTERNATIVE REMEDIES

25.1.1 Governing Law: This Contract shall be governed and interpreted strictly in accordance with the laws of India. No foreign law, conflict-of-laws principle, or external rule shall apply, unless expressly mandated by a funding agency and separately approved in writing by the Competent Authority.

25.1.2. Exclusive Jurisdiction: Subject to prior exhaustion of the internal dispute-resolution tiers stipulated in this Contract, the Parties agree that all suits, actions, or proceedings arising out of or in connection with this Contract, including its formation, validity, performance, breach, or termination, shall be instituted exclusively before the competent civil courts at Delhi, being the place where the Company's Registered Office is situated, to the exclusion of all other courts. The Parties irrevocably waive any objection relating to forum non conveniens, place of suing, or inconvenience**.**

25.1.3. Exclusion of arbitration & consensual ADR: The Parties unequivocally agree that no dispute shall be referred to arbitration, conciliation, expert determination, Dispute Review Board, or any other form of consensual alternative dispute resolution, except where statutorily mandated (e.g., MSMED Act). This exclusion is without prejudice to the mandatory pre-litigation mediation process stipulated in Clause 25.2.3 below.

25.1.4. The parties expressly agree that there is no arbitration agreement between them and they irrevocably waive any right to invoke arbitration under the Arbitration and Conciliation Act, 1996 or to constitute an arbitral tribunal in any manner whatsoever.

25.2 STRUCTURED INTERNAL DISPUTE RESOLUTION MECHANISM (SIDRM)

25.2.1 Tier-I: Dispute resolution by Engineer-in-Charge (EIC)

25.2.1.1 Notice of Dispute: Any Dispute must be notified in writing to the EIC within 21 days from the date on which the aggrieved Party became, or ought reasonably to have become, aware of the event giving rise to the Dispute**.**

25.2.1.2 Contents of Notice: The notice shall contain (i) complete facts and chronology; (ii) precise contractual clauses invoked; (iii) a quantified claim with calculations; and (iv) full supporting records such as drawings, DPRs, MBs, photographs, test results, correspondence, and site registers. Vague, omnibus, or un-particularised notices shall be summarily rejected without prejudice to WAPCOS.

25.2.1.3 EIC's Decision: The EIC shall examine the matter, including through joint site verification or expert inputs as needed, and shall issue a speaking order within 30 days of receiving a complete notice.

25.2.1.4 Binding Effect: The EIC's decision shall bind both Parties unless a written request seeking escalation to Tier-ll is filed within 15 days from the date of issuance of EIC's decision. Absence of a timely request shall render the EIC decision final.

25.2.2 Tier-II: Departmental Review Committee (DRC)

25.2.2.1 Constitution: A standing Departmental Review Committee, consisting of three senior officers including two Technical and one Finance/ Account officer, shall independently review disputes escalated from Tier-I.

25.2.2.2 Review Process: The DRC shall conduct a record-based administrative review of the Tier-I file, supplemented by written submissions from the Contractor. The committee may permit oral hearings if it deems them necessary for a fair decision.

25.2.2.3 Decision & Finality: The DRC shall deliver reasoned determination within 30 days of referral, extendable once by 30 days for, if resolution takes time, with reasons recorded. This determination shall constitute the final administrative decision of WAPCOS.

25.2.3 Tier-III: MANDATORY PRE-LITIGATION MEDIATION

25.2.3.1 Obligation to Mediate: Following the DRC decision (or deemed decision), either Party may initiate pre-litigation mediation. Where the dispute qualifies as a 'commercial dispute' under the Commercial Courts Act, 2015, this mediation shall satisfy the mandatory pre-litigation requirement under Section 12A of the said Act.

25.2.3.2 Mediation Parameters: Mediation shall be conducted by a mediator empanelled with the High Court or a Government-notified mediation service provider in accordance with the Mediation Act, 2023. The timelines and extension provisions stipulated in the Act shall apply.

25.2.3.3 Approval of Settlement: Any mediated settlement agreement shall be subject to final written approval and execution by the Competent Authority of WAPCOS. The mediator shall be informed at the outset that the authorized representative of WAPCOS does not have the inherent power to bind WAPCOS to a settlement without such approval. If such approval is not granted within 30 days of the settlement terms being presented, the settlement shall be deemed not concluded, and the mediation shall be treated as unsuccessful.

25.3 CIVIL COURT JURISDICTION & CONSEQUENCES OF BREACH

25.3.1 Exhaustion of Remedies: A Party may file a civil suit only after (a) obtaining a DRC decision or deemed decision, and (b) participating in the mandatory mediation process and obtaining a failure report.

25.3.2 Mandatory Pleadings: Every plaint shall specifically demonstrate compliance with Tier-l, Tier-Il, and Tier-Ill requirements. Failure to do so shall render the plaint liable to rejection.

25.3.3 Any attempt to initiate arbitration or file a civil suit without first exhausting the mandatory tiers stipulated above shall constitute a material breach of contract. WAPCOS shall be entitled to seek appropriate relief from the court, including but not limited to an injunction to restrain such proceedings, and to recover all associated costs and expenses.

25.4 GENERAL PROVISIONS

25.4.1 Severability: If any portion of this Clause is invalidated by a court, the remaining parts shall remain in force.

25.4.2 Amendment: This Clause may be amended only by a written instrument signed by the CMD or an expressly authorized officer of WAPCOS.

25.4.3. Failure to continue performance shall constitute a material breach entitling WAPCOS **to terminate the Contract without prejudice to its other right**

CLAUSE 26 : CONTRACTOR INDEMNIFY EMPLOYER AGAINST PATENT RIGHTS

The contractor shall fully indemnify and keep indemnified the Employer 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 Employer 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 Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27 : LUMPSUM PROVISIONS IN TENDER – NOT APPLICABLE

CLAUSE 28 : ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED

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

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

a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation 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) Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for WAPCOS to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by WAPCOS to the contractor, without any interest thereon whatsoever.

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

CLAUSE 29A : LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Employer or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Employer 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 Employer 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 Employer will be kept withheld or retained as such by the Engineer-in-Charge or the Employer or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30 : WATER FOR WORKS

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

(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Project Manager, WAPCOS.
(ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
(iii) The water charges @ 1 % on tendered value shall be recovered if water supplied by Government/ Principal Employer is used by contractor.

CLAUSE 30A : ALTERNATE WATER ARRANGEMENTS

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

CLAUSE 31 : HIRE OF PLANT & MACHINERY

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

CLAUSE 32 : EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work with full quality control. The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Even of the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineers, it is necessary on the part of the contractor to Employ principal technical representative / technical representative (s).

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

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

CLAUSE 33 : LEVY/TAXES PAYABLE BY CONTRACTOR

(i) The Contract price is inclusive of Goods and Service Tax (GST) and any other taxes, levies, royalties together with all general risks, liabilities and obligations set out or implied in the Contract, applicable Labour Cess, cost of insurance to this Contract, all applicable tax liabilities, Income Tax & Surcharges, etc. However, only the payment of GST shall be reimbursed by the Employer to the Contractor.

(ii) The Contractor shall issue E-Invoice (if applicable for contractor firm)/Tax Invoices to Employer showing (a) Basic Amount (b) GST amount separately for each bill. The payment of GST amount shall be reimbursed to the Contractor only after uploading of GST amount by Contractor on GST portal to avail input benefit of GST by Employer.

(iii) Notwithstanding anything contained above, the Contractor shall ensure payment of appropriate tax on the supplies made under the Contract. The Contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments. The Contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the taxes, duties, levies, cess, etc. The Employer would have right to seek necessary evidence that the Contractor is registered under the law and duly discharging its obligations under the tax law, enabling the Employer to avail input tax credit.

(iv) In case any law requires the Employer to pay tax on the Contract price on reverse charge basis, the amount of tax deposited by Employer would be considered as paid to the Contractor and, accordingly, the price payable to the Contractor would stand reduced to that extent.

(v) In case the Contractor does not deposit the tax payable on execution of the Contract, or has not provided the tax invoice to Employer showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to Employer, the amount equivalent to such tax shall be deducted from the any amount payable to Contractor.

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

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

CLAUSE 34 : CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS

All tendered cost shall be inclusive of all taxes and levies (except GST) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the WAPCOS attributable to delay in execution of work within the control of the contractor.

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

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

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.

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

CLAUSE 35 : TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

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

CLAUSE 36 : 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 grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 37: NO GAZETTED ENGINEER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT

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

CLAUSE 38 : THEORETICAL CONSUMPTION OF MATERIAL- NOT APPLICABLE

CLAUSE 39 : COMPENSATION DURING WARLIKE SITUATION

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the Contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the Contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the Contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed the Engineer-in-Charge upto Rs. 2,00,000/- and by the next higher officer concerned for a higher amount. The Contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the Contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this Contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the Contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid precaution) Officers or the Engineer-in-Charge (b) for any material etc.

not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the Contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

CLAUSE 40 : APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH

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

CLAUSE 41 : RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE

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

CLAUSE42: INSURANCE

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

a) Contractor's All Risk and Third Party Cover covering all as per standard norms of policy including damage to material, machinery and works due to fire theft etc.
b) **Liability under the Workmen's Compensation** Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970 including covering of to accidents to staff, Engineers, Supervisors and others who are not governed by workmen's compensation Act.

Above policies shall remain in force throughout the period up to completion & handing over of work.

CLAUSE 43: CONDITIONS SPECIFIC TO GREEN BUILDINGS PRACTICES CLAUSE
The contractor shall strictly adhere to the following conditions as part of his contractual obligations:

1. SITE

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

1.2. The contractor shall ensure that all the top soil excavated during construction works is neatly stacked and is not mixed with other excavated earth. The contractors shall take the clearance

of the architects / Engineer-in-charge before any excavation. Top soil should be stripped to a depth of 20 cm (centimetres) from the areas to be disturbed, for example proposed area for buildings, roads, paved areas, external services and area required for construction activities etc. It shall be stockpiled to a maximum height of 40 cm in designated areas, covered or stabilised with temporary seeding for erosion prevention and shall be reapplied to site during plantation of the proposed vegetation. Top soil shall be separated from subsoil, debris and stones larger than 50 mm (millimetre) diameter. The stored top soil may be used as finished grade for planting areas.

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

1.4. The contactor shall carry out post-construction placement of topsoil or other suitable plant material over disturbed lands to provide suitable soil medium for vegetative growth. Prior to spreading the topsoil, the sub-grade shall be loosened to a depth of 50mm to permit bonding. Topsoil shall be spread uniformly at a minimum compacted depth of 50mm on grade 1:3 or steeper slopes, a minimum depth of 100mm on shallower slopes. A depth of 300mm is preferred on relatively flatter land.

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

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

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

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

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

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

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

2. CONSTRUCTION PHASE AND WORKER FACILITIES

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

2.2. Preserve and Protect Landscape during Construction:

- The contractor shall ensure that no trees, existing or otherwise, shall be harmed and damage to roots should be prevented during trenching, placing backfill, driving or parking heavy equipment, dumping of trash, oil, paint, and other materials detrimental to plant health. These activities should be restricted to the areas outside of the canopy of the tree, or, from a safe distance from the tree/plant by means of barricading. Trees will not be used for support; their trunks shall not be damaged by cutting and carving or by nailing posters, advertisements or other material. Lighting of fires or carrying out heat or gas emitting construction activity within the ground, covered by canopy of the tree is not to be permitted.
- The contractor shall take steps to protect trees or saplings identified for preservation within the construction site using tree guards of approved specification.
- The contractor shall conserve existing natural areas and restore damaged areas to provide habitat and promote biodiversity. Contractor should limit all construction activity within the specified area as per the Construction Management Plan (CMP) proposed by the Engineer-in-charge. All the existing trees should be preserved, if not possible than compensate the loss by re-planting trees in the proportion of 1:3.
- The contractor shall avoid cut and fill in the root zones, through delineating and fencing the drip line (the spread limit of a canopy projected on the ground) of all the trees or group of trees. Separate the zones of movement of heavy equipment, parking, or excessive foot traffic from the fenced plant protection zones.
- The contractor shall ensure that maintenance activities shall be performed as needed to ensure that the vegetation remains healthy. The preserved vegetated area shall be inspected by the Engineer-in-charge at regular intervals so that they remain undisturbed. The date of inspection, type of maintenance or restorative action followed shall be recorded in the logbook.

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

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

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

2.6. The contractor shall provide the minimum level of sanitation and safety facilities for the workers at site. The contractor shall ensure cleanliness of workplace with regard to the disposal of waste and effluent; provide clean drinking water and latrines and urinals as per applicable standard. Adequate toilet facilities shall be provided for the workman within easy access of their place of work. The total no. to be provided shall not be less than 1 per 30

employs in any one shift. Toilet facilities shall be provided from the start of building operations, connection to a sewer shall be made as soon as practicable. Every toilet shall be so constructed that the occupant is sheltered from view and protected from the weather and falling objects. Toilet facilities shall be maintained in a sanitary condition. A sufficient quantity of disinfectant shall be provided. Natural or artificial illumination shall be provided.

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

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

2.8.

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

crushers, recycling chutes, and collection bins at individual workstations to further enhance the recycling program.

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

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

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

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

- Guarding all parts of dangerous machinery.
- Durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
- Ensuring that walking surfaces or boards at height are of sound construction and are provided with safety rails or belts.
- Provide protective equipment; helmets etc.
- Provide sufficient and suitable light for working during night time.

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

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

2.16. The contractor shall provide for adequate number of garbage bins around the construction site and the workers facilities and will be responsible for the proper utilisation of these bins for any solid waste generated during the construction. The contractor shall ensure that the site and the workers facilities are kept litter free. Separate bins should be

provided for plastic, glass, metal, biological and paper waste and labelled in both Hindi and English.

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

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

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

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

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

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

Paints
Non-flat - 150 g/L
Flat (Mat) - 50 g/L
Anti-corrosive/ anti rust - 250 g/L
Coatings
Clear wood finishes
Varnish - 350 g/L
Lacquer - 550 g/L
Floor coatings - 100 g/L
Stains - 250 g/L
Sealers
Waterproofing sealer - 250 g/L
Sanding sealer - 275 g/L
Other sealers - 200 g/L
The VOC (Volatile Organic Compounds) content of adhesives and sealants used must be less than VOC content limits mentioned:
Architectural Applications VOC Limit (g/l less water)
Indoor Carpet adhesives - 50
Carpet Pad Adhesives - 50
Wood Flooring Adhesive - 100
Rubber Floor Adhesives - 60

Sub Floor Adhesives - 50
Ceramic Tile Adhesives - 65
VCT and Asphalt Tile adhesives - 50
Dry Wall and Panel Adhesives - 50
Structural Glazing Adhesives - 100
Multipurpose Construction Adhesives - 70
Substrate Specific Application VOC Limit (g/l less water)
Metal to Metal - 30
Plastic Foams - 50
Porous material (except wood) - 50
Wood - 30
Fiber Glass – 80

2.23. 2.22 Wherever required, Contractor shall meet and carry out documentation of all activities on site, supplementation of information, and submittals in accordance with GRIHA program standards and guidelines. Towards meeting the aforementioned building environmental rating standard(s) expert assistance shall be provided to him up on request.

2.24. 2.23 Water Use during Construction: Contractor should spray curing water on concrete structure and shall not allow free flow of water. After liberal curing on the first day, all the verticals surfaces of concrete structures should be painted with curing chemical to save water nothing extra shall be paid. Concrete structures should be kept covered with thick cloth/gunny bags and water should be sprayed on them. Contractor shall do water ponding on all sunken slabs using cement and sand mortar.

2.25. 2.24 The Contractor shall remove from site all rubbish and debris generated by the Works and keep Works clean and tidy throughout the Contract Period. All the serviceable and non service able (malba) material shall be segregated and stored separately. The malba obtained during construction shall be collected in well-formed heaps at properly selected places, keeping in a view safe condition for workmen in the area. Materials which are likely to cause dust nuisance or undue environmental pollution in any other way, shall be removed from the site at the earliest and till then they shall be suitable covered. Glass & steel should be dumped or buried separately to prevent injury. The work of removal of debris should be carried out during day. In case of poor visibility artificial light may be provided.

2.26. DOCUMENTATION

a) The contractor shall, during the entire tenure of the construction phase, submit the following records to the Engineer-in-charge on a monthly basis:

i) Water consumption in litres
ii) Electricity consumption in 'kwh' units
iii) Diesel consumption in litres
iv) Quantum of waste generated at site and the segregated waste types divided into inert, chemical and hazardous wastes.
v) Digital photo documentation to demonstrate compliance of safety guidelines as specified here.

b) The contractor shall, during the entire tenure of the construction phase, submit the following records to the Engineer-in-charge on a weekly basis:

i) Quantities of material brought into the site, including the material issued to the contractor by the client.
ii) Quantities of construction debris (if at all) taken out of the site

iii) Digital photographs of the works at site, the worker's facilities, the waste and other material storage yards, pre-fabrication and block making works, etcas guided by the Engineer-in-charge.

c) The contractor shall submit one document after construction of the buildings, a brief description along with photographic records to show that other areas have not been disrupted during construction. The document should also include brief explanation and photographic records to show erosion and sedimentation control measures adopted. (Document CAD drawing showing site plan details of existing vegetation, existing buildings, existing slopes and site drainage pattern, staging and spill prevention measures, erosion and sedimentation control measures and measures adopted for top soil preservation during construction.

d) The contractor shall submit to the Engineer-in-charge after construction of the buildings, a detailed as built quantification of the following: (i) Total materials used, ii) Total top soil stacked and total reused iii) Total earth excavated, iv) Total waste generated, v) Total waste reused, vi) Total water used, vii) Total electricity, and viii) Total diesel consumed.

e) The contractor shall submit to the Engineer-in-charge, before the start of construction, a site plan along with a narrative to demarcate areas on site from which top soil has to be gathered, designate area where it will be stored, measures adopted for top soil preservation and indicate areas where it will be reapplied after construction is complete.

f) The contractor shall submit to the Engineer-in-charge, a detailed narrative (not more than 250 words) on provision for safe drinking water and sanitation facility for construction workers and site personnel.

g) The contractor shall, at the end of construction of the buildings, submit to the Engineer-in-charge, submit following information, for all material brought to site for construction purposes, including manufacturer's certifications, verifying information, and test data, where Specifications sections require data relating to environmental issues including but not limited to:

i) Source of products: Supplier details and location of the supplier and brand name.

ii) Project Recyclability: Submit information to assist Owner and Contractor in recycling materials involved in shipping, handling, and delivery, and for temporary materials necessary for installation of products.

iii) Recycled Content: Submit information regarding product post-industrial recycled and post-consumer recycled content. Use the "Recycled Content Certification Form", to be provided by the Commissioning Authority appointed for the Project.

iv) Product Recyclability: Submit information regarding product and product's component's recyclability including potential sources accepting recyclable materials.

v) Clean tech: Provide pollution clearance certificates from all manufacturers of materials

vi) Indoor Air quality and Environmental Issues: Submit following certificates:

a. Certifications from manufacturers of Low VOC paints, adhesives, sealant and polishes used at this particular project site.

b. Certification from manufacturers of composite wood products/agro fibre products on the absence of added urea formaldehyde resin in the products supplied to them to this particular site.

c. Submit environmental and pollution clearance certificates for all diesel generators installed as part of this project.

h) Provide total support to the Engineer-in-charge appointed by the owner in completing all Green Building Rating related formalities, including signing of forms, providing signed letters in the contractor's letterhead.

2.27. EQUIPMENT

a) To ensure energy efficiency during and post construction all pumps, motors and engines used during construction or installed, shall be subject to approval and as per the specifications of the architects.

b) All lighting installed by the contractor around the site and at the labour quarters during construction shall be CFL/LED bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed.

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

CLAUSE 44: PAYMENT

1. Contractor's Application of Payment

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

Within each Request for Payment the Contractor shall show separately:

(i) The amounts which the Contractor claims to be payable as the cost of the Works completed during that month; and

(ii) The cumulative amount of all prior payments made by WAPCOS Limited; and

(iii) Any amounts to which the Contractor considers are due and payable to it in accordance with the provisions of the Contract.

The Contractor's Request for Payment shall:

(i) Be prepared on forms in the form and in a number advised by WAPCOS Limited Representative; and

(ii) Be accompanied by:

(a) Copy of relevant records of measurement of works, jointly taken and signed by both the parties;

(b) A status report describing in such detail as may reasonably request, the percentage of any uncompleted Milestone Event for the month in question and the work to be undertaken by the Contractor prior to the next Request for Payment;

(c) Certification by WAPCOS Limited Representative confirming that the Milestone Events referred to in the Request for Payment have been achieved.

(d) Confirmation by the Contractor of any amounts due and owing from the Contractor to WAPCOS Limited pursuant to the Contract;

(e) The Contractor's certification that the quality of all completed Works accords with the requirements of the Contract;

(f) The Contractor's certification that each obligation, item of cost or expense mentioned in that Request for Payment has not been the basis of any previous payment.

(g) The Contractor's certification that it has reviewed all financial and budget data contained in the Request for Payment;

(h) The Contractor's certification that the quality of all completed Works accords with the requirements of the Contract;

(i) The Contractor's certification that each obligation, item of cost or expense mentioned in that Request for Payment has not been the basis of any previous payment; and

(j) The Contractor's certification that each Subcontractor who performed part of the Works which was included in the immediately preceding Certificates of Payment was paid all amounts then due to it for such Works

(k) The Contractor providing evidence of the validity of the Contractor's Insurances.

2. Certificates of Payment

Within [14 (fourteen)] Business Days of receipt of the Contractor's Request for Payment under Clause 44(1) [Contractor's Application for Payment], WAPCOS Limited and WAPCOS Limited Representative shall review such request and, shall issue to the Contractor, a Certificate of Payment certifying what amounts WAPCOS Limited shall pay. Each Certificate of Payment shall be for an amount which in the opinion of WAPCOS Limited, is the basis of the Request for Payment and pursuant to the Contract, is properly due to the Contractor (the "Gross Certifiable Amount") less (i) the cumulative amounts of payments previously certified as due to the Contractor, (ii) any deduction on account of recovery of Advance Payment, and (iii) Retention Amount.

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

(i) such Materials have been properly acquired and properly and not prematurely delivered to the Project Site;

(ii) such Materials have been properly stored on the Project Site and fully protected against loss, damage or deterioration;

(iii) the Contractor's records of the requisitions, orders, receipts and use of any Materials are kept in a form approved by the WAPCOS Limited Representative, and such records are available for inspection by the WAPCOS Limited Representative; and

(iv) The Contractor has submitted a proper statement of the cost of acquiring the Materials together with such documents as may be required for evidencing such cost.

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

(i) if in the opinion of the WAPCOS Limited Representative the progress of the Works at the time of the Request for Payment is behind the progress of the Works as set out in the Programme; and/or

(ii) to protect it from any losses, expenses, costs or liability because of any one or more of the following reasons:

(a) defects and deficiencies in any Works, whether or not payment has been made;

(b) unsatisfactory performance of the Contract;

(c) the filing of third party claims relating to the Works or any of its commitment parts for which the Contractor is liable;

(d) the Contractor's failure to make payments to Subcontractors;

(e) failure by the Contractor to provide or procure replacement Performance Security in accordance with the Contract;

(f) failure by the Contract to provide evidence of insurance coverage in accordance with the Contract;

(g) reasonable evidence that Completion will not occur by the Time for Completion;

(h) any overpayments made by WAPCOS Limited with respect to a previous payment;

(i) failure by the Contractor to submit a properly updated monthly Programme and

(j) failure by the Contractor to provide satisfactory evidence that the costs of all labour and Materials and other obligations arising out of the Contract have been fully satisfied and discharged by the Contractor and/or to otherwise fail to submit adequate supporting documentation for any Request for Payment.

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

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

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

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

3. Billing and Payment

The Associate/Sub – Consultant/Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between ESIC JOKA being Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub-consultant/Sub-Contractor unconditionally acknowledges that the payments under the present contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e. after 21 days subject to receipt of payment from

ESIC JOKA being Principal Employer/Client. The Associate/Sub-consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from ESIC JOKA(Principal Employer/Client), then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.

All the tax applicable in respect of this contract shall be payable by the Contractor and WAPCOS will not entertain any claim whatsoever in respect of the same.

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

Running Account (RA) bills will be paid when the approximate value of work done is 1/3rd of the total contract amount. Each RA bill should be enclosed with certified measurement sheets, certified by Engineer in Charge after verification of the requisite quality test reports, if any, as per the relevant standards. The minimum interval between two such RA bills shall be 15 days. WAPCOS shall make the payment of bills after receipt of the payment from ESIC JOKA.

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

CLAUSE 45: 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.

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

v. 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.

vi. 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.

vii. 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

viii. 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:

ix. 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.

Clause 46: 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.

Clause-47:

a) Jurisdiction

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

b)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 ESIC JOKA Agreement and terms and conditions lay over by ESIC JOKA time to time.
- Letter of Award, along with statement of agreed variation and its enclosures, if any.
- Special Condition of Contract
- Description of Bill of Quantity/Schedule of Quantities
- Technical Specification (General, Additional and Technical Specification) as given in Tender Documents
- General Condition of Contract
- Scope of Work
- 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 48 : PREFERENCE TO MAKE IN INDIA

The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017-Revision' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no.-P45021/2/2017-PP (BE-II) as amended on 16.09.2020 shall be applicable to the bidding process and award of the contract shall be done accordingly.

Verification of Local Content

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

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

CLAUSE- 49: RULE 144 (XI) IN GENERAL FINANCIAL RULES (GFRS) 2017

i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

ii. Bidder from a country which shares a land border with India" for the purpose of this Order means:-
   a) An entity incorporated, established or registered in such a country; or
   b) A subsidiary of an entity incorporated, established or registered in such a country; or
   c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d) An entity whose beneficial owner is situated in such a country; or
   e) An Indian (or other) agent of such an entity; or
   f) A natural person who is a citizen of such a country; or
   g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

iii. The beneficial owner for the purpose of clause above will be as under:
   1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.
   2. "Controlling ownership interest" means ownership of or entitlement to more than twenty- five per cent. Of shares or capital or profits of the company;
   3. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
   4. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
   5. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone of together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
   6. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
   7. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Clause-50- On account of furnished Project office equipped with all facilities such as telephone, fax, internet, photocopier, computer/laptop & printer along with operator, regular electric & purified drinking water supply and inspection vehicle etc. as per the requirement of the project an amount equal to X % (As detailed below in table) of gross bill from all running account & final bill will be recovered. The contractor shall make sufficient arrangement for Photography/Videography preferably by maintaining a camera/video camera at site so that video photographs can be taken of a specific activity at any point of time. The contractor shall also provide software like MS Project etc. for the purpose of preparing progress report etc

S. No.	Project Cost	Percentage deduction in lieu of amenities (X %)
1.	Upto 5 Crores	2%
2.	Between 5 Crores to 100 Crores	1%
3.	Above 100 Crores	0.5%

Where 'X%' will be on project cost as mentioned in table:

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

SECTION– V

SPECIAL CONDITIONS OF CONTRACT

SECTION–V

SPECIAL CONDITIONS OF CONTRACT

1.0 SPECIAL CONDITIONS OF CONTRACT

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

GENERAL RULES AND DIRECTIONS under GCC		
DEFINITIONS		
2 (ix)	Market Rate Percentage on cost of materials and labour to cover all overheads and profits	15%
2(x)	Schedule(s)	Delhi Schedule Rates- 2021 (CPWD DAR-2021) for Civil & Plumbing ; Delhi Schedule Rates- 2020 (CPWD DAR-2020) for Horticulture & Landscaping works; DSR-2022 (CPWD DAR-2022) for E&M and Fire Fighting

GCC Clause No.	**Particular**	**Modified/ Added**
Clause 1	Performance Security	**a)** Within 21 (Twenty one) days of receipt of the Letter of Award, but not later than the date of the signing of the Agreement, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to **5% of the Tendered Value:** • a Bank Guarantee issued by a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) as per Annexure-I of Bid document; or • a deposit receipt of a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) in favour of WAPCOS Limited payable at Delhi/ Gurgaon. b) The Bidder quoting below Minus (-) 5% of the estimated cost put to tender shall submit the additional performance guarantee of amount equal to the percentage of quoted amount by which the bidder has quoted below -5% of the estimated cost. For example: if the bidder quotes -5% of the estimated cost, then no additional performance guarantee is required. If the bidder quotes -6% of the estimated cost, then the bidder has to submit additional performance guarantee equal to 1% of the quoted amount. Similarly, if the bidder quotes -7% of the estimated cost, then the bidder has to submit additional performance guarantee equal to 2% of the

GCC Clause No.	Particular	Modified/ Added
		quoted amount and so on. The validity of the Additional Performance Security shall be same as the original performance Security. The Additional Performance Security may be submitted in the same format of Performance Security or this additional amount may be added to the Performance Security. The conditions for Additional Performance Security shall be same as are for 5% Performance Security mentioned at Clause 1 in Section of General Condition of Contract. c) The confirmation of the Bank Guarantee shall be sought from the issuing bank through Structured Financial Messaging System (SFMS), from our banker Indian Overseas Bank, NHB, Gurugram, Branch Code: 1935, IFSC code: IOBA0001935 and Beneficiary as WAPCOS Limited. This shall also be applicable in respect of confirmation of any extension of the Bank Guarantee as and when required.
Clause 10 B(iv)	Recovery of Mobilization advance	Applicable The mobilization advance shall be recovered @25% of the value of work done (excluding GST) from each running account bill till complete mobilization advance is recovered.
Clause 12	Deviations / Variations Extent and Pricing	
	Clause 12.1	Not applicable
	Clause 12.2(a)	Modified as: • "In the case of extra item(s) (items that are completely new and not in the scope of works as per tender condition and non-scheduled item within Delhi Schedule Rates-2021 (CPWD DAR-2021) for Civil & Plumbing ; Delhi Schedule Rates- 2020 (CPWD DAR-2020) for Horticulture & Landscaping works; DSR-2022 (CPWD DAR-2022) for E&M and Fire Fighting, the contractor shall submit proper analysis on the basis of the market rates as per the direction of Engineer-in –charge and shall be paid in accordance with rate approved by WAPCOS plus applicable Goods and Service Tax (GST). • In case the extra item being the Scheduled Item [Delhi Schedule Rates- 2021 (CPWD DAR-2021) for Civil & Plumbing ; Delhi Schedule Rates- 2020 (CPWD DAR-2020) for Horticulture & Landscaping works; DSR-2022 (CPWD DAR-2022) for E&M and Fire Fighting], then rate of item shall be achieved by 89.29% (100/1.12 because 12% GST is already included in DSR) of schedule rate + increased / decreased in the rate as per

GCC Clause No.	Particular	Modified/ Added
		the % quoted above or below by Contractor. The applicable GST will be paid over the achieved rate after approval of WAPCOS.
	Clause 12.2(b)	Modified as: • In this case of substituted item(s) being DSR item [Delhi Schedule Rates- 2021 (CPWD DAR-2021) for Civil & Plumbing ; Delhi Schedule Rates- 2020 (CPWD DAR-2020) for Horticulture & Landscaping works; DSR-2022 (CPWD DAR-2022) for E&M and Fire Fighting], then rate of substituted item shall be achieved by 89.29% (100/1.12 because 12% GST is already included in DSR) of schedule rate + increased / decreased in the rate as per the % quoted above or below by Contractor. The applicable GST will be paid over the achieved rate after approval of WAPCOS. • In this case of substituted item(s) being Non DSR item [Delhi Schedule Rates- 2021 (CPWD DAR-2021) for Civil & Plumbing; Delhi Schedule Rates- 2020 (CPWD DAR-2020) for Horticulture & Landscaping works; DSR-2022 (CPWD DAR-2022) for E&M and Fire Fighting], the contractor shall submit proper analysis on the basis of the market rates after direction engineer-in-charge / WAPCOS.
	Clause 12.2(c) Deviation Limit for all items of work	100% • Modified as "In the case of deviated item(s) beyond the % mentioned above non-scheduled item within [Delhi Schedule Rates- 2021 (CPWD DAR-2021) for Civil & Plumbing ; Delhi Schedule Rates- 2020 (CPWD DAR-2020) for Horticulture & Landscaping works; DSR-2022 (CPWD DAR-2022) for E&M and Fire Fighting],. The contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis on the basis of the market rates. Contractor shall be paid in accordance with rate approved by WAPCOS plus applicable Goods and Service Tax (GST) on work contract. • In this case of Deviated item being DSR item [Delhi Schedule Rates- 2021 (CPWD DAR-2021) for Civil & Plumbing ; Delhi Schedule Rates- 2020 (CPWD DAR-2020) for Horticulture & Landscaping works; DSR-2022 (CPWD DAR-2022) for E&M and Fire Fighting], then rate of deviated item shall be achieved by 89.29% (100/1.12 because 12% GST is already included in DSR) of schedule rate + increased / decreased in the

GCC Clause No.	Particular	Modified/ Added
		rate as per the % quoted above or below by Contractor. The applicable GST will be paid over the achieved rate after approval of WAPCOS.
	Additional Clause-1 Running Account Bills with Geo tagged photos.	All running bills shall be accompanied with the Geo-tagged (GPS) clear photographs in sufficient number and angles illustrating the progress of work and for which claims raised in RA bill. The photographs shall be duly signed by the Contractor. The contractor shall submit the bill in the standard format agreed by the NESTS/ WAPCOS

2.0 ADDITIONAL CONDITIONS OF CONTRACT

2.1 Third Party Inspection of Works

Notwithstanding the any other conditions of Contract, the Employer shall get the work inspected by any third party, as appointed by WAPCOS/Principal Employer during the progress of work or any time after the construction and development of project up to the defect liability period. The Contractor, his consultant, subcontractors of all tiers and suppliers thereof shall make available during the inspection with all records necessary to demonstrate that the Works have been executed in accordance with the Contract Agreement.

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

2.2 Handing Over of the Project

Contractor will hand over the project to Client after successful completion of each component of the project in all respect and complete satisfaction of Engineer-In-charge

Contractor shall apply/ laison, well before the completion of project, permanent water connection & Sewerage Connection, gas connection, etc. from concerned Departments/ Government Authorities which are mandatory to make the project operational and get the connection within the completion period of the project.

Contractor shall provide necessary Statutory Approvals/NOCs/ License from all local Government/ Statuary Authorities including Fire, Forest, Electrical, Pollution, Environment, Lift, DG Set, final Occupancy Certificate required before handing over the project to the Principal Employer.

Contractor will hand over the project to Employer/Principal Employer after successful completion of each component of the project along with submission of all the required documents i.e. As- built drawings, Inventory list, guarantee / warranty bonds, certificates & invoices of equipment, lock and key of each room, NoCs form various Departments and final Occupancy Certificate from Local Body with complete satisfaction and acceptance by Principal Employer within the completion period of the project.

The statutory fees, if any will be deposited by the contractor for the above will be reimbursable to the contractor by Employer after providing the original receipt of the concern department. No other amount will be paid to the contractor for above works.

The partial handing over of works components shall not be considered. The Warranty/Defect Liability Period shall commence from the date of issue of the Taking Over Certificate by Principal Employer or issue of Completion Certificate by Principal Employer or agreed date of start of Defect Liability Period by the Principal Employer whichever is later along with submission of all the required documents i.e. As- built drawings, Inventory list, guarantee / warranty bonds, certificates & invoices of equipment, lock and key of each room and NoCs form various Departments.

2.3 Prior Approval from Fire Department & Electrical Department

Contractor shall take prior approval well in advance of electrical substation, layout, drawings, electrical equipment, solar installation drawings/documents etc. from concern Electrical Department/ local Authorities before order of procurement & commencing the Electric work. Contractor shall take prior NOC from Local Fire Department & submit the project drawings to the Fire Department before commencing the construction works for checking and verification of fire department as per the fire norms of that particular region. After the completion of work, Contractor shall apply and provide final fire department NOC.

2.4 The Contractor shall be solely responsible to follow the general clauses of the contract including labour regulations, registration of contractor, obtaining labour license from labour department, safety precautions, etc. and all other statutory provisions related to labor/works as per the prevailing General Clauses of Contract amended from time to time. The Contractor shall stick to the schedule of all activities and carry out it with mutually agreed time frame.

2.5 Rates and amount or Percentage Quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract. Rate/percentage quoted by the contractor should be exclusive of GST.

2.6 Other agencies doing works related to this project will also simultaneously execute the work and the contractor shall provide necessary facilities for the same. Nothing extra over the agreement rates shall be paid for the same.

2.7 Some restrictions may be imposed by the security staff etc. on the working and for movement for labour materials etc. The contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.

2.8 The project work will be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer in charge and nothing extra will be paid on this account. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rule and regulations and pay all fees and charges which he may be liable.

2.9 The contractor shall give a performance test of the entire installation (s) as per standing specification before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

2.10 Samples of various materials required for testing shall be provided free of charges by the contractor. Testing charges, if any, unless otherwise provided shall be borne by the Contractor. All other expenditure required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself.

2.11 The work shall be carried out in accordance with drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work the contractor shall

correlate all the relevant drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available there from is complete and unambiguous. The figure and written dimension of the drawings shall be superseding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim whatsoever shall be entertained on this account.

2.12 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by WAPCOS.

2.13 In the case of items of which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement, the full nomenclature of items shall be reproduced in the measurements books and bill forms for running account bill. The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.

2.14 The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer in charge. Nothing extra shall be paid on this account.

2.15 No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained.

2.16 Various factory made materials shall be procured from reputed and approved manufacturers or their authorized dealers. For the items / materials not appearing in the list the decision of Engineer in charge shall be final and binding.

2.17 The contractor shall invariably prepare the samples of items as per direction of Engineer-in-charge. The contractor shall proceed with further finishing items only after getting the samples of these items approved in writing from Engineer-in-charge. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.

2.18 The contractor shall take instruction from the Engineer in charge for stacking of materials at any place. No material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.

2.19 If as per municipal rules, the huts for labour are not be created at the site of work by the contractors, the contractor are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.

2.20 The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case, he or his authorized representative is not present or does not associate himself, the results or such tests and consequences thereon shall be binding on the contractor.

2.21 The rates/percentage quoted by the Contractor shall remain firm and fixed for the entire Contract period, including any extension thereof, unless specifically provided otherwise in the Contract. No escalation on account of increase in prices of materials, labour, equipment, transportation or any other input shall be admissible except where expressly provided under the Contract or mandated under applicable law.

2.22 It must be ensured that all materials to be used in work bear BIS certification mark. In cases where BIS certification system is available for a particular material/product but not even a single producer has so far approached BIS for certification the material can be used subject to the condition that it should confirm to CPWD specification and relevant BIS codes. In such case written approval of the Engineer-In-Charge may be obtained before use of such material in the work.

2.23 The following procedure shall be followed for the removal of rejected/sub-standard materials from the site of work:

- Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Engineer-In-Charge, giving the approximate quantity of such materials.
- As soon as the material is removed, a certificate to that effect shall be recorded by the Engineer-In-Charge against the original entry, giving, the date of removal and mode of removal, i.e., whether by truck, carts, or by manual labour. If the removal is by truck, the registration number of the truck should be recorded.
- When it is not possible for the Engineer-In-Charge to be present at the site of work at the time of actual removal of the rejected/sub-standard materials from the site, the required certificate should be recorded by the Authorized Representative of WAPCOS, and the Engineer-In-Charge should countersign the certificate recorded by the Authorized Representative.

2.24 If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The contractor has to take permission from the police & local authorities etc. if required for work during night hours. No claim / hindrance on this account shall be considered if work is not allowed during night time. The requisite supervision shall be made available by the WAPCOS along with necessary issue of material under joint custody.

2.25 Once the Project is completed and the contractor shall be responsible to attend defect pointed out by WAPCOS / ESIC JOKA and then hand over the Project to the ESIC JOKA.

2.26 Contractor should hand over the warranty of the specialized items in the name of ESIC JOKA.

2.27 The contractor is required to deploy resources as per availability of site. However, no claim will be entertained for idle labour, idle machinery, idle technical/no-technical staff, idle T&P etc.

2.28 No claim whatsoever for idle labour, additional establishments, costs of hire and labour charges for tools and plants, scaffolding etc, would be entertained under any circumstances

2.29 All running account bills preferred by the contractor for advance payments shall be processed only if Engineer-in-charge is satisfied that upto date investments (excluding security deposit & performance guarantee, which are not considered as investments) made by the contractor against contracted work are more than the payments received. Accordingly, all running account bills shall be supported with an account of up-to-date payments received vis-à-vis upto date investments made on the work to enable engineer-in-charge to check to his satisfaction that the payments made by engineer-in-charge are properly utilised only on the work and nowhere else.

2.30 Requirement of Technical Staff as per Clause 36:

Min. Qualification/ Experience	**Nos.**	**Designation**	**Penal recovery if not employed**
1. Graduate Engineer (Electrical)/ Diploma holder (Electrical) with minimum fiveyears' experience in the relevant field	2	Site-in-charge	40,000/-per month

2.31 Milestones for Carrying out the work : Contractor shall submit the detailed work schedule so as to complete the works considering all the field conditions in accordance with the requirement of the Engineer-in-charge. Contractor should also strictly adhere to such schedule

mutually accepted to complete the total work within the time period mentioned in the contract.

2.32 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 ESIC JOKA. The authenticated copies of Police verification certificate/documents of the persons, who are to be deployed in ESIC JOKA, shall be submitted by the firm to WAPCOS. WAPCOS/ESIC JOKA 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/ESIC JOKA also reserves the right to get the person's character and antecedents verified by the Police, if deemed necessary.

2.33 The firm will also ensure that the persons deployed in ESIC JOKA are medically fit and will keep record of their medical fitness. The firm shall withdraw such persons, who are not found suitable by ESIC JOKA/WAPCOS for any reasons, immediately on receipt of such request from WAPCOS/ESIC JOKA. The copies of medical fitness certificate of the persons who are to be deployed in ESIC JOKA, shall be submitted by the successful bidder to WAPCOS/ESIC JOKA.

2.34 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 ESIC JOKA are required to be submitted to WAPCOS/ESIC JOKA within a fortnight of deployment.

2.35 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.

2.36 The firm/contractor shall appoint a coordinator, who would be responsible for immediate interaction with WAPCOS/ESIC JOKA and so that optimal services are available without disruption.

2.37 The worker engaged will observe discipline and decorum and shall not-misbehave with any WAPCOS/ESIC JOKA officer.

2.38 If at any point of time, any person absent himself/herself, a substitute shall be provided immediately.

2.39 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.

2.40 The firm/contractor shall be directly responsible for settlement of any dispute or grievance of the 'Worker' relating to his/her deployment in ESIC JOKA and any other matters that may arise in this regard and WAPCOS/ESIC JOKA, in no way, be responsible for settlement of such issues/dispute.

2.41 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 ESIC JOKA. 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.

2.42 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.

2.43 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.

2.44 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.

2.45 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.

2.46 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/ESIC JOKA to the firm shall stand forfeited.

2.47 If at any point of time, the services being provided by the firm/contractor are found to be unsatisfactory in any manner, the WAPCOS/ESIC JOKA 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.

2.48 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.

2.49 In emergent situations the services of the persons may be required on Sundays/Holidays also.

2.50 If, any workers arrives late or leaves early, a deduction of the daily rate shall be made on half day basis.

2.51

2.52 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.

2.53 The workers shall not be entitled for any financial benefit that are admissible to regular employees of WAPCOS/ESIC JOKA. 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 contactor. The firm/contractor should quote their Service Charge for providing services of workers for WAPCOS/ESIC JOKA 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.

2.54 The administrative Service Charges per worker Quoted bv the firm in the financial bid shall be commensurate with the administrative and supervisory efforts required for executing the contract.

2.55 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.

2.56 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.

2.57 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.

2.58 The firm/contractor will make payment of wages to the workers provided by 7th of every month.

2.59 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.

2.60 Vehicle for site visit and office set up at site for WAPCOS officials shall be provided by the contractor at his own cost.

2.61 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.

2.62 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.

2.63 WAPCOS Limited has reserve the right to execute more items or quantities or manpower as per the ESIC JOKA or site requirement.

2.64 WAPCOS Limited reserve the right to verify the experience certificate by approaching another client as experience certificate submitted by the contractor.

2.65 Site Facilities

- The contractor shall provide fully equipped office for Engineer- in-charge/ site engineer/ Principal Employer along with facility of 24 hours electric and drinking water supply, sanitary facilities, one inspection vehicle, furniture and desktop computers & Laptop of latest version along with printers and internet connection at construction site and any other miscellaneous requirement as directed by Engineer-in-charge for finalizing immediate technical solutions/decisions on the site, so that the work progress may not be hampered. An amount equal to 1% of the gross amount of running account bills and final bill will be deducted, if above facilities are not provided at site.
- 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 has to make own security arrangement. Contractor shall maintain upto date record of in & out of the material & labour / staff at the security gate of campus at its own expenses.
- The Contractor shall provide safety equipment to the Employers/officers (whenever required).
- Contractor shall deploy security/ watchmen for 24 hours on site at entire execution period and up to successful handing over of the project to the Principal Employer.
- Contractor shall properly cover up & protect all the work throughout the duration of work

at his cost until successful handing over to the Principal Employer, particularly flooring, risers, mouldings, steps, terrace or special floor finishes (by a layer of 25 mm thick Plaster of Paris over Polyethylene sheet as approved by Engineer-in-Charge) staircases and balustrades, doors and glass, paint work, furniture and all finishing

2.66 Approach Roads and Transportation of Equipment & Materials

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

2.67 Supply of Water for Construction Purpose

Contractor shall make his own arrangement of water required for the work, at his own cost, subject to the approval of the Engineer-in-Charge. However, the Contractor will be permitted to drill bore well/s at site and the Contractor shall pay all charges to local bodies / authorities / royalty if any and obtain statutory approvals, geological survey provide pump, pipeline, casing with all accessories required for functioning of the bore well. The water should be tested in an approved laboratory and should be permitted to use in work if found suitable for construction. However, Contractor shall make alternate arrangements in case the water is not found fit for construction. After completion of work the Contractor will handover complete bore well/s with pump/s and accessories to the Employer at no cost. The water storage tanks should be leak proof and wastage and misuse of water is strictly prohibited, Contamination and pollution of water to be strictly avoided. Construction water should not be used for drinking or for domestic purpose.

2.68 Monthly Bill of Electric & Water Department

The Contractor shall make his own arrangement for the Temporary connection for Supply of Electricity & Water for Construction Purpose as required at his own cost and pay their monthly bill. After getting permanent connection during final stage of construction for Principal Employer/ Project, contractor shall pay monthly billing charges of Permanent electric and water connection (taken by contractor on behalf of Principal Employer, to run project) up to the successful handing over of the project to Principal Employer, from the date of installation of connections. These charges will be borne by the contractor. Hence contractor shall quote the cost in tender accordingly

2.69 Ceremony/Inaugural Function

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

2.70 Setting out Base Lines and Levels

The Contractor shall establish at site the layout of each component of the work from base lines and grids established by the Employer and shall be responsible for all measurements in connection therewith. The Contractor shall, at his own expenses, furnish all stakes, templates, platform, equipment, ranges and labour that may be required in setting out or laying out any part of the work. The Contractor shall be held responsible for the proper execution of the work to such lines, levels and grids as may be established or indicated on the drawings and specifications. The Contractor shall check the bench marks and stakes existing at the site for laying out lines and levels.

The Contractor has to construct and maintain proper bench marks at all salient locations/positions in order that the lines and levels may be accurately checked at all times.
Theodolite/ Total Station, Levels, Prismatic Compass, Chain, Steel and FRP Tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor for use at site in connection with this work.

2.71 Co-operation & Co-ordination with other Agencies:

The Contractor shall have to make Coordination with other agencies engaged at the site by the Employer at no extra cost and share the Site with other Contractors/agencies, public authorities, utilities working in the area, if any. The Contractor will carry out the entire work in a planned manner by coordinating his work with other agencies, who will be simultaneously carrying out work in the same area and also co-ordinate in connection with the position of various fixtures, inserts, embedment's and other allied work connected with the completion of the building / subject work.
In case of any dispute between the agencies engaged on the same work, decision of Engineer-in-Charge shall be final and binding.

2.72 Operations and Storage Areas

All operations of the Contractor shall be confined to areas authorized by the Project Manager, WAPCOS and storage of materials shall be over the areas specially indicated by the Project Manager, WAPCOS. Materials like sand and metal of different sizes shall be stored in properly constructed bins with hard floor to avoid inter mixing as well as mixing with objectionable materials. The Contractor shall be obliged to keep the premises in hygienic conditions by proper drainages of the area provided with suitable approaches throughout the period of Contract. He shall rectify all damages caused to the Government property within the areas thus allotted. He shall be responsible to clear all rank, vegetation at site at his own cost.

2.73 Contractor's Storage and Site Office

The Contractor shall make own arrangement for storing his equipment, plant, materials etc. and for his site office and cement godown. The Contractor be solely responsible for watching or guarding his property and materials. Contractor shall cover all materials at site with requisite insurance against theft, larceny, dacoits, fire tempest and flood. The Contractor, however, shall have to dismantle the shed and vacate the land after the receipt of due notice from the Project Manager, WAPCOS if the same is obstructing any work. The Contractor should obtain necessary permission / approval from Statutory Authorities such as Municipal corporations / Local bodies etc. for construction of temporary structures at site of work such as cement godown, stores, site office etc. It will be responsibility of the Contractor to prepare proper plans, to pay any requisite fees to statutory authorities and to execute the work for the temporary structure at their own cost as per the conditions and rules laid by statutory authorities.

The Engineer-in-Charge or his authorized representative shall have a right at any time to inspect and examine any stores and materials intended to be used in or on the works either on the site or at any factory or workshops or other places where such stores or materials are being constructed or manufactured or processed or any place from where they are being obtained and the Contractor shall give such facilities as required to be given for such inspection and examination.
The Engineer-in-Charge or his authorized representative shall be entitled to have tests made without any extra cost to the Employer at the laboratory selected by the Employer for any stores and or materials supplied by the Contractors, who shall provide at his own expense all the facilities which the Engineer-in-Charge may require for this purpose.
Any stores and materials brought to site for use on the work and which has been rejected by Engineer-in-Charge shall be immediately removed off the site by Contractor at his own expenses and intimate in writing accordingly to the Engineer-in-Charge. The rejected materials shall not be used in any manner in the construction of the project.

2.74 Traffic Interference & Inconvenience to the Public

The Contractor shall so conduct his operations as to interfere as little as possible with the traffic/public. When interference to traffic is inevitable, a notice of such interference shall be given to the Project Manager, WAPCOS well in advance (at least 2 days) at any stage, if it becomes necessary to divert the traffic, the Contractor shall obtain permission from the local traffic authorities at his own expense. The Employer will render reasonable assistance in the matter. The Contractor shall take all precautionary and other measure, such as providing warning signals, temporary diversion etc. all as directed by the Project Manager, WAPCOS.

The Contractor shall not deposit materials anywhere at work site which will seriously inconvenience the public. The Project Manager, WAPCOS may require the Contractor to remove any materials which are considered to be a danger or inconvenience to the public or cause them to be removed at the Contractor's cost.

The Contractor shall exercise full care to ensure that no damage is caused by him or his workmen, during the operation to the existing water supply and power lines. The cost of any such damage and risks arising out of this shall be entirely borne by the Contractor.

2.75 Drainage around the Buildings and Foundation for other Works

The Contractor shall be entirely responsible for the provision and maintenance of efficient drainage arrangements in the work site to lead all water whatsoever pumped out from the excavations on account of rains, floods, springs or any other source whatsoever. The foundation trenches shall be kept free from water while all the works below ground level are in progress.

Flooding or ponding of water in the work site shall not be permitted under any circumstances whatsoever and the Contractor shall take all necessary precautions to prevent the same by providing suitable pumps and other dewatering arrangement.

The cost of repairing damages if any, to the work under execution or to any government property in and around the site shall be entirely borne by the Contractor where such damages are due to his non-compliance with the above conditions.

2.76 Proper drawings and instructions

The Contractor shall provide shop drawings and other drawings to the Engineer-in-Charge in line with the requirement of contract agreement from time to time for approval for the purpose of proper and adequate execution and maintenance of the work and the Contractor shall carry out the work and be bound by the same.

Copies of the drawings approved by the Engineer-in-Charge and the construction drawings issued shall be kept by the Contractor at the site and the same shall at all reasonable times be made available for inspection and use by the Engineer-in-Charge and any other person authorized by the Engineer-in-Charge.

2.77 Employment of Staff for Plumbing & Electrical Works

- Employment of certified plumber: Certified plumbers should be employed by the Contractor on the work for main sewer, filtered and unfiltered main.
- Employment of licensed electrical foreman: The Contractor should employ a licensed electrical foreman to supervise the Electrical works.

2.78 Urgent repairs

If by reason of any accident or failure or other event occurring to or in connection with the work or any part thereof either during the period of construction or maintenance, any remedial or other work or repair shall in the opinion of the Project Manager, WAPCOS be urgently necessary for security etc. and the Contractor is unable or unwilling, at once, to do such work or repair, the Project Manager, WAPCOS may be his own or other workmen do such work or repair as he may consider necessary. If the work or repair so done which in the opinion of the Project Manager,

WAPCOS, the Contractor was liable to do at his own expenses under the Contract and all cost and charges properly incurred by the Project Manager, WAPCOS in so doing shall on demand be paid by the Contractor or may be deducted from any sum due or which may become due to the Contractor provided always that the Project Manager, WAPCOS shall soon after the occurrence of any such emergency as may be reasonable, practicable, notify the Contractor thereof in writing.

2.79 Security Regulations

The Contractor has to strictly follow the security regulations at the work site regarding entry of personnel, material etc. and any other regulation that might be enforced from time to time.
All materials and articles brought by the Contractor to the work site shall have to be declared at the security gate. Similarly, no materials shall be taken out from the premises without proper gate pass.

The Contractors, Suppliers, vendors, workers engaged in work/business will be issued with renewable entry permit to avoid unauthorized entry in the work site on scrutiny of applications in prescribed form.

For working on Sundays, Holidays and late hours, even though permission will be accorded by the Engineer-in-Charge, the Contractor will have to make application to the Engineer-in-Charge also and keep them informed well in advance.

The area where the proposed work is to be carried is residential / non-residential area under the control of Security authorities, entry to the site of work shall be through the main gate only. The Contractor shall follow strictly the security regulations at site of work regarding entry of personnel, materials etc. and other regulations that might be enforced from time to time at the work site and also in the campus for smooth and efficient operation. The Contractors, his agents, representatives, workmen etc. and his materials, carts, trucks or other means of transport etc. will be allowed to enter through and leave from such point of entry/exit at such times, the authorities in charge of the area, at their sole discretion, may permit.

The Contractors, his agents and representatives are required to be in possession of the individual identity / muster cards or passes. The muster cards or passes are examined by the security staff at the time entry / exit inside the premises and also at any time or number of times within such area.

The Contractor will have to apply for entry/muster permits of likely number of labour to be engaged during the week for the workers and authorize their representatives to collect the entry permits for labour from the Employer's Security Authorities.

It will be the responsibility of the Contractor to maintain the list of laborers permitted to work inside the premises in a register and the representative of Contractor's labour will have to issue entry pass to each labour after making necessary entry in the registers.

The Contractor, his agents, representatives, workmen shall strictly observe the orders pertaining to prevailing fire precautions.

In addition to the above, other security regulations as may be imposed by the Security authorities / Project Manager, WAPCOS shall be complied with / observed by the Contractor and his workmen, in addition to the above.

Any breach of above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the Employer on account of the observation of the Security regulations.

2.80 Watch and Ward and Lighting

The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or as required by the Project Manager, WAPCOS and duly constituted authority for the protection of the workers or for safety and convenience of the public or others. The Contractor shall be responsible for all damages and accidents caused due to negligence in this regard.

It will be the entire responsibility of the Contractor to protect the work(s) carried out by them including the fittings, fixtures and other accessories provided by them till the entire work is satisfactorily handed over to the Employer.

2.81 Removal of rejected/sub-standard materials.

The following procedure shall be followed for the removal of rejected/sub-standard materials from the site of work:

(i) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Project Manager, WAPCOS, giving the approximate quantity of such materials.

(ii) As soon as the material is removed, a certificate to that effect shall be recorded by the Project Manager, WAPCOS against the original entry, giving, the date of removal and mode of removal, i.e., whether by truck, carts, or by manual labour. If the removal is by truck, the registration number of the truck should be recorded.

(iii) When it is not possible for the Project Manager, WAPCOS to be present at the site of work at the time of actual removal of the rejected/sub-standard materials from the site, the required certificate should be recorded by the Authorized Representative of WAPCOS, and the Project Manager, WAPCOS should countersign the certificate recorded by the Authorized Representative.

2.82 Special Conditions for Steel:

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

2.83 Special conditions for Cement

The contractor shall procure 43 grade Ordinary Portland Cement (conforming to IS : 8112), Portland pozzolona cement (confirming to IS : 1489 : Part –I) as required in the work, from reputed manufacturers of cement as per the list of approved makes or from any other reputed cement manufacturer, having a production capacity not less than one million tones per annum as approved by WAPCOS. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacture(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufactures, given by the tenderer, fully or partially. The cement brought to the site for execution of work shall be in bags bearing manufacturer's name & ISI marking. Weight of cement in each bag shall be 50 kg. Samples of cement arranged by the contactor shall be taken by the Engineer- in-Charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and it shall be removed from the site by the contractor at his own cost within 7 days of written order from the Engineer-in-Charge to do so.

2.84 Special Conditions for Waterproofing and Testing

The contractor shall associate himself with the specialized firm, to be approved by the Engineer-in-Charge in writing, for water proofing treatment as contractor shall provide Guarantee Bond in the prescribed format for 10 years. After laying and jointing of pipes for PHE works

contractor shall carry out Pressure test as per CPWD Specification 2019 to check the leakage and sustainability of whole pipe network system. Similarly after water proofing works and finalization of roof top surface/exposed surfaces, the entire surface thus treated shall be flooded with water by making kiaries with weak cement mortar, for a minimum period of two weeks.

The irrevocable Bank Guarantee from scheduled bank for an amount equivalent to 0.5% of the Tendered value for the project in the prescribed proforma attached with tender document, shall be given by the contractor after completion of work, valid for a period of ten years from the date after the Defects Liability Period. If however any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of intimation. In case it is not attended to, the same will be got done by another agency at the risk and cost of the contractor, and the Bank Guarantee shall be forefeited.

2.85 Other Conditions

a) Contractor shall use good quality Steel Props and steel shuttering material for RCC works. Use of wooden props and shuttering is affecting the line, level and alignment of RCC members. No payment shall be released for RCC work where use of wooden centering & shuttering material is noticed or reported.

b) All mass Reinforced Cement Concrete work shall be design mix concrete of specified grade and initial design mix shall be carried out from the NIT/IIT only immediately after award of work. The Design Mix report shall be submitted to WAPCOS before commencement of the RCC works at site.

c) The Contractor shall be responsible to co-ordinate with service provider/concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the site un-encumbered from the project construction area required for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ concerned authorities. The contractor shall not be entitled for any additional compensation for delay in cutting of trees, shifting of utilities and removal of encroachments by the service provider/ concerned authorities.

d) Contractor shall provide R.O. Plant sufficient for workers employed at site, his technical staff and site staff.

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

f) Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer-in-Charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, Contractor should negotiate with concerned specialist agencies and send their names for approval to Engineer-in-Charge. Any material procured without prior approval of Engineer-in-Charge in writing is liable to be rejected. Engineer-in-Charge reserves right to get the materials tested in laboratories of his choice before final acceptance. Nonstandard materials shall not be accepted.

g) Contractor shall not divert any advance payments or part thereof for any work other than that needed for completion of the contracted work. All advance payments received as per terms of the contract (i.e., mobilization advance, secured advance against materials brought at site, secured advance against plant & machinery and/or for work done during interim stages, etc.) are required to be re-invested in the contracted work to ensure advance availability of resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of work.

h) Any Circular/Guidelines/SOP issued by the Principal Employer/ Government during the progress/ execution of the construction work shall be followed by the contractor without any dispute. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rule and regulations and pay all fees and charges which he may be liable.

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

j) Compatibility and Integration with Existing System: The Contractor shall, before procurement and execution, satisfy itself regarding the configuration and condition of the existing IPPBX/NMS/Nurse Call System and associated network, cabling, interfaces, power supply and other connected infrastructure at ESIC Medical College & Hospital, Joka. All new equipment/software/components supplied under the Contract shall be fully compatible and seamlessly integrated with the existing system wherever integration is included in the scope. Any interface, connector, converter, software configuration, programming, licence or accessory reasonably required for successful integration and satisfactory operation of the system shall be deemed included in the scope unless specifically excluded in the Tender Document.

k) Testing and Commissioning: After completion of installation, the Contractor shall carry out comprehensive testing and commissioning of the system, including functional testing, connectivity, communication, integration, redundancy/failover wherever applicable, software configuration, alarm/event functionality and all other performance parameters stipulated in the Technical Specifications. All testing instruments, manpower, software, consumables and incidental arrangements required for testing and commissioning shall be provided by the Contractor at its own cost. The work shall be considered complete only after successful testing, commissioning and acceptance by the Engineer-in-Charge/ESIC

l) Material/Equipment Approval and Inspection: The Contractor shall submit samples, technical literature, OEM data sheets, certificates and test reports for approval wherever required before procurement. WAPCOS/ESIC shall have the right to inspect and/or test any equipment/material at the manufacturer's works, approved laboratory or at site. Any equipment/material found not conforming to the approved specifications/make/model shall be removed and replaced by the Contractor at its own cost. Approval, inspection or testing by WAPCOS/ESIC shall not absolve the Contractor of its responsibility for quality and performance.

m) Working in Operational Hospital: The Contractor acknowledges that the work is to be executed in a fully operational hospital/medical college. The Contractor shall plan and execute the work so as to cause minimum disturbance to hospital operations, patients, staff, emergency services and existing communication/IT/ELV systems. Any shutdown, disconnection, migration or interruption of an existing service shall be undertaken only after obtaining prior written approval from the Engineer-in-Charge/authorized ESIC representative and shall, as far as practicable, be carried out during approved non-critical hours. The Contractor shall make all temporary arrangements necessary for continuity of essential services at its own cost wherever such arrangements form an incidental requirement of execution.

n) Protection of Existing Services: The Contractor shall be fully responsible for protecting all existing installations, cables, equipment, network infrastructure, finishes and other services affected by the work. Any damage caused during execution shall be immediately restored/replaced by the Contractor at its own cost to the satisfaction of the Engineer-in-Charge/ESIC. WAPCOS shall be entitled to recover the cost of rectification from the Contractor in case of failure to restore the damaged facility.

o) Software and Licenses: All software, firmware and licences required for complete and satisfactory operation of the supplied system shall be genuine, legally licensed and supplied in the name/manner stipulated by ESIC/WAPCOS. Unless otherwise specified, no trial, demo, time-limited or unauthorized software/licence shall be acceptable. All licences, configuration files, activation details and administrative credentials required for operation and maintenance shall be handed over to ESIC/WAPCOS at the time of

commissioning.

p) Training: The Contractor/OEM shall provide adequate hands-on training, without additional cost, to the personnel nominated by ESIC/WAPCOS regarding operation, routine maintenance, fault identification, system administration and emergency procedures of the installed system. Training shall be considered part of the scope of work and completion documentation shall include training records duly acknowledged by the authorized representative.

q) Availability of Spares and Technical Support: The Contractor/OEM shall ensure availability of essential spare parts, technical support and service support for the supplied system for the period stipulated in the Technical Specifications. Discontinuation of a particular model shall not relieve the Contractor/OEM of its warranty and support obligations under the Contract. Any replacement offered during the warranty period shall be of equivalent or higher specification and compatible with the installed system, subject to prior approval of the Engineer-in-Charge.

r) Single Point Responsibility for Complete System: Notwithstanding that various equipment, hardware, software, cabling, accessories and services may be sourced from different manufacturers/OEMs, the successful Contractor shall have single-point responsibility for the complete design coordination, supply, installation, integration, configuration, testing, commissioning, performance, warranty and handing over of the entire system covered under the Contract. No failure, incompatibility or performance deficiency shall be attributed by the Contractor to any OEM, sub-vendor, existing interface or specialized agency where such coordination/integration forms part of the contractual scope. The Contractor shall coordinate with the concerned OEM(s), ESIC and WAPCOS and shall ensure satisfactory functioning of the complete system as an integrated installation.

SECTION – VI

ANNEXURES

ANNEXURE - I	**FORMAT FOR CONTRACT AGREEMENT AND LETTER OF AWARD**
ANNEXURE - II	**FORMAT FOR PERFORMANCE BANK GUARANTEE**
ANNEXURE - III	**FORMAT FOR MOBILIZATION ADVANCE PAYMENT BANK GUARANTEE**
ANNEXURE - IV	**FORMAT FOR INDENTURE FOR SECURED ADVANCES**
ANNEXURE - V	**FORMAT OF BANK GUARANTEE FOR EMD**
ANNEXURE - VI	**FORMAT OF BANK GUARANTEE FOR INSURANCE SURETY BOND**
ANNEXURE – VII	**FORMAT FOR SEEKING EXTENSION OF TIME**
ANNEXURE - VIII	**FORMAT OF GUARANTEE BOND /AFFIDAVIT FOR WORKS**
ANNEXURE – IX	**CONTRACT FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS**
ANNEXURE – X	**FORMAT FOR GUARANTE BONDS FOR ANTI-TERMITE TREATMENT**
ANNEXURE – XI	**FORMAT FOR GUARANTE BONDS FOR ANTI-TERMITE & ANTI-RUST TREATMENT FOR FURNITURE**
ANNEXURE – XII	**SAFETY CODES**
ANNEXURE – XIII	**MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS**
ANNEXURE - XIV	**CONTRACTOR'S LABOUR REGULATIONS**
ANNEXURE - XV	**NO CLAIM CERTIFICATE**

ANNEXURE-I

(Format for "Contract" to be signed on Non-Judicial Stamp Paper of Rs. 100 by successful bidder)

CONTRACT AGREEMENT

This Contract made on the____ day of ___ 20____between WAPCOS Limited, a Company in corporate under Indian Company's Act and having its registered office at 5th floor, Kailash Building, 26, K. G. Marg, New Delhi (hereinafter called "WAPCOS" of the one part) and (Name of Contractor Firm & Address)_____ (hereinafter called "Contractor" of the other part).

WHEREAS the WAPCOS is desirous that Work known as "_____". (Herein after referred to as "Work/ Project") under the Tender no._____ dated_____ should be executed by the Contractor AND WHEREAS by a Letter of Award No._____ dated _____ issued by WAPCOS Limited and accepted by the contractor. WAPCOS Limited has accepted a Bid submitted by the Contractor for the execution and completion of such Work AND WHEREAS the Contractor has agreed to undertake such Work and furnish a Performance Security_____(details) pursuant to Tender conditions.

NOW THIS AGREEMENT WITNESSETH as follows;

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
The following documents shall be deemed to form and be read and construed as part of this Contract, viz;

a) Tender Document no._____dtd._____
b) Letter of Award to Contractor by WAPCOS
c) Documents furnished by the Contractor during Bidding process
d) Corrigendum/Amendments, if any
e) Clarifications / Correspondences, if any
f) Any other documents as forming part of the contract

1. The aforesaid documents shall be taken as complementary and mutually explanatory of one another.

2. In consideration of the payment to be made by WAPCOS to the Contractor as indicated in this Contract, the Contractor hereby covenants with WAPCOS to execute and complete the Works in conformity, in all respects, with the provisions of the Contract.

3. WAPCOS hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with Laws of India on the day, month & year indicated above.

SIGNED, SEALED AND DELIVERED

For and on behalf of the WAPCOS

NAME _____
Designation

in the presence of witness:

1_____

2 _____

For and on behalf of the Contractor

NAME _____
Designation

in the presence of Witness

1_____

2 _____

NOTE: Contractor shall submit the Original Power of Attorney on Non-Judicial Stamp Paper for this particular Work / Project, in the name of Person who will sign the Contract with WAPCOS after award of Work.

FORMAT FOR LETTER OF AWARD

No. …… **Date:……**

M/s ……..(Name of successful Bidder)
……. (Address of successful bidder)
……

Subject: Award Letter Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka

Reference: Tender No. …….. ……

Dear Sir,

We are pleased to inform that work of "……." is awarded to your firm, in cost of Rs. ---------- excluding GST, according to submission of your technical & financial bids against referred tender for the subjected work.

Project	Awarded Cost excluding GST
Special Repairing Work of IPPBX , Network Manageme System (NMS) & Nurse Call System at ESIC Medic College and Hospital, Joka	Rs. ……..

1. The "Date of Commencement of Work" shall be 15 days after Date of Award or Handing over of Site whichever is later and accordingly, planning should be started for deploying manpower, resources as per Terms & Conditions of Tender document.
2. The tender document wholly accepted by you along with all related correspondences at the time of bidding shall form a part of this letter of award.
3. You are requested to submit the following as per Terms & Conditions of tender
   - Performance Security @5% of Tendered Value as per the form enclosed in the tender document before signing of the Agreement within 21 (Twenty One) days of the date of acceptance of the letter of award and sign the Contract Agreement.
   - Detailed Schedule Plan/ Bar chart of each component of work to complete the work in stipulated time period
   - Labour License from concerned Labour Department of State
   - Contractor All Risk (CAR) and Third Party Cover Policy.
   - Liability under the workmen's compensation Act, 1923, Minimum Wages Act, 1948
   - Details of manpower to be deployed at site along with CVs
   - List of Lab Equipment required for the work for approval of Engineer-in charge.

4. The terms & conditions of the Work will be governed as mentioned in the tender document.

This letter of award is being issued to you in duplicate. You are requested to return the duplicate copy of the letter of award immediately duly signed and stamped as a token of your unequivocal acceptance and confirmation of the same.

Thanking You,

Yours faithfully,
(Name & Designation

Annexure – II

(To be submitted on non-judicial stamp paper of Rs. 100)

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,
The WAPCOS Limited,
76-C, Sector 18, Institutional Area
Gurugram, Haryana-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 **Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka** (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Security for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____only) (5% of the said value of the Contract to the Employer).

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

i) Our liability under this guarantee shall not exceed Rs. _____ (Rupees_____ only);
ii) This bank guarantee shall be valid upto _____; and
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 twelve month after validity of Guarantee**)

Dated this _____day of _____ at New Delhi.

Authorized Signatory of …… Bank

Signature	**Signature**
Name…….	**Name…….**
Signature Code/ S.S no. ……	**Signature Code/ S.S no. ……**

ANNEXURE – III

(To be submitted on non-judicial stamp paper of Rs. 100)

FORMAT FOR MOBILIZATION ADVANCE PAYMENT BANK GUARANTEE

To,
The WAPCOS Limited,
76-C, Sector 18, Institutional Area
Gurugram, Haryana-122015

In consideration of WAPCOS LTD. (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Contractor's name) with its Registered /Head Office at _____(hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dt. _____ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs._____ (Rupees_____only) for _____ (hereinafter called "the contract") and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting to Rs. _____ (Rupees _____only) as an advance against bank guarantee to be furnished by the Contractor.

We, _____ (name & address of bank) having its Head Office at _____ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all monies payable by the Contractor to the extent of Rs. _____ (Rupees _____only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. We further agree that no change in the constitution of the Bank or of the Employer shall affect this guarantee. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

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

Contractor's liabilities.

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

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

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

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to Rs._____ (Rupees _____ only) and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____ on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

i) Our liability under this guarantee shall not exceed Rs._____(Rupees _____only);
ii) This bank guarantee shall be valid upto _____ and
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 twelve months after the validity of the guarantee).**

Dated this _____ day of _____ at……...

Authorized Signatory of …… Bank

Signature	**Signature**
Name…….	**Name…….**
Signature Code/ S.S no. ……	**Signature Code/ S.S no. ……**

ANNEXURE-IV

(On non-judicial stamp paper of Rs. 100 duly attested by Notary / Magistrate)

FORMAT FOR INDENTURE FOR SECURED ADVANCES

THIS INDENTURE made the…… day of ……..20……. BETWEEN …… (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the WAPCOS (hereinafter called the WAPCOS which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated…….. (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the WAPCOS that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the WAPCOS has agreed to advance to the Contractor the sum of Rupees ……. on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on ……and the WAPCOS has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees ……on or before the execution of these presents paid to the Contractor by the WAPCOS (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the WAPCOS and declare as follows: -

(1) That the said sum of Rupees ……..so advanced by the WAPCOS to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the WAPCOS as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the WAPCOS against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer ……. Division (hereinafter called the Divisional Officer) and in the term of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same

with other materials of like quality or repair and make good the same as required by the Divisional Officer.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the WAPCOS of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the WAPCOS will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

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

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

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

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

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

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

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Contractor	**For and on behalf of the WAPCOS**
NAME _____	**NAME**_____
Designation _____	**Designation**_____
in the presence of witness:	**in the presence of Witness**
1_____	1_____
2 _____	2 _____

ANNEXURE-V

(To be submitted on non-judicial stamp paper of Rs. 100)

FORMAT FOR BANK GUARANTEE OF EMD

To,
The WAPCOS Limited,
76-C, Sector 18, Institutional Area
Gurugram, Haryana-122015.

WHEREAS, M/s …….. having their Registered/Head Office at …….. (hereinafter called "the Bidder") has submitted his Bid dated …… for the …… [hereinafter called "the Bid"] to M/s WAPCOS Limited (hereinafter called the Employer)
KNOW ALL PEOPLE by these presents that we …… (name of the Bank) having our head office at …… (hereinafter called "the Bank") are bound unto Employer in the sum of …… for which payment well and truly to be made to the Employer, the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this …… day of ……month…… year.

THE CONDITIONS of this obligation are:
(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified;

OR

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

We undertake to pay to the …… up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Bidder will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above mentioned two conditions and specify the occurred condition or conditions.
This Guarantee will remain in force up to and including the date …… after the deadline for submission of Bids as is stated in the instructions to Bidders or as it may be extended by the …… notice of which extension(s) to the Bank is hereby waived and notice to the bidder would constitute sufficient notice to the Bank. Any demand in respect of this guarantee should reach the Bank not later than the above date.
Notwithstanding anything contained herein

i) Liability under this guarantee shall not exceed ……
ii) This bank guarantee shall be valid upto …… and;
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 period twelve months after the date of issue of Bank Guarantee).

Dated this _____ day of _____ at……...
Authorized Signatory of …… Bank

Signature	**Signature**
Name…….	**Name…….**
Signature Code/ S.S no. ……	**Signature Code/ S.S no. ……**

ANNEXURE-VI

(To be submitted on non-judicial stamp paper of Rs. 100)

FORMAT FOR INSURANCE SURETY BOND OF EMD

Reference: …….Insurance Surety Bond No.: .....Date: .....

In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for [Insert Number and subject of the NIT], in response to the NIT No. _____dated_____ issued by WAPCOS Limited (hereinafter referred to as WAPCOS) and WAPCOS considering such response to the NIT of[Insert the name of the Bidder] as per the terms of the NIT, the [Insert name & address of Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)] hereby agrees unequivocally, irrevocably and unconditionally to pay to WAPCOS at [Insert Name of the Place from the address of WAPCOS] forthwith without demur on demand in writing from WAPCOS or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees……..[Insert amount of EMD], only, on behalf of M/s [Insert name of the Bidder] within 07 working days from the date of receipt of written demand by WAPCOS.

This guarantee shall be valid and binding on [Insert name of Insurance Company] up to and including …… [insert date of validity in accordance with this NIT] and shall not be terminable by notice or any change in the constitution of [Insert name of Insurance Company] or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR……(Indian Rupees only). Our Guarantee shall remain in force until…….... [insert date of validity in accordance with this NIT]. WAPCOS shall be entitled to invoke this Guarantee till……...[insert date of validity in accordance with this NIT].

The Guarantor Insurance Company hereby agrees and acknowledges that the WAPCOS shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Guarantor Insurance Company hereby expressly agrees that it shall not require any proof in addition to the written demand by WAPCOS, raised at the above-mentioned address of the Guarantor Insurance Company, in order to make the said payment to WAPCOS.

The Guarantor Insurance Company shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by……..[Insert name of the Bidder] and/ or any other person. The Guarantor Insurance Company shall not require WAPCOS to justify the invocation of this Insurance Surety Bond, nor shall the Guarantor Insurance Company have any recourse against WAPCOS in respect of any payment made hereunder.

This Insurance Surety Bond shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Insurance Company represents that this Insurance Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Insurance Company in the manner provided herein.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Insurance Company.

This Insurance Surety Bond shall be a primary obligation of the Insurance Company and accordingly WAPCOS shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by WAPCOS or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is restricted to INR……(Indian Rupees…….Only) and it shall remain in force until……..[Date to be inserted on the basis of this NIT].

We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only if WAPCOS serves upon us a written claim or demand.

Signature:……..

Name:……..

Power of Attorney No.: …..

For

[Insert Name and Address of the Insurance Company] ……..

Contact Details of the Insurance Company:

E-mail ID of the Insurance Company:

Insurance Company's Stamp and Full Address.

Dated this ……..day of……. , 20…….

ANNEXURE-VII

(To be submitted on Contractor's original Letter Head)

FORMAT FOR SEEKING EXTENSION OF TIME

1. Name of Contractor:
2. Name of work:
3. Agreement No. and Date:
4. Date of commencement of work as per Agreement:
5. Period and Stipulated date of completion as per Agreement:
6. Period for which extension of time already given:

Extension	Period	Reasons Stated earlier for seeking EoT
(a) 1st extension		
(b) 2nd extension		
(c) 3rd extension		
(d) 4th extension		
(e) 5th extension		

9) Reasons for present extension

10) Period for which extension is applied for

It is understood that we will not claim any additional cost due to above extension of time and also understand that WAPCOS have rights to act in accordance with provisions in relevant clauses of Contract Agreement.

Dated……..

Contractor's Signature and Stamp

Annexure – VIII

(On Rs. 100 non- Judicial Stamp Paper duly attested by Notary / Magistrate and will be signed by the person who sign the Original Agreement)

FORMAT FOR GUARANTE BONDS

To Be Executed by Contractor for Structural Stability, Removal of Defects after completion of work

This Supplementary Agreement made this ____ day of _____ 20___ between (Name of Contractor firm & address) _____ (hereinafter called the CONTRACTOR / GUARANTOR of the one part) and the WAPCOS LIMITED, 5th floor, Kailash Building, 26, K. G. Marg, New Delhi (hereinafter called WAPCOS of the other part) for the Work **Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka** in respect of Contract Agreement (hereinafter called the "Original Agreement" signed between ……(Name of Contractor firm) and WAPCOS on…….. dated ……..), whereby the contractor interalia, under look to render the work in the said contract recited structurally stable workmanship and use of sound materials.

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

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, for the minimum life of ten years, to be reckoned from the date of start of Defect Liability Period or Maintenance Period whichever is later, prescribed in the Contract.

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

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

IN WITHNES WHEREOF those presents have been executed by the GUARANTOR ……..(Name and Designation who sign the Original Contract Agreement) on behalf of .....(Name of Contractor Firm) and WAPCOS on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Contractor

NAME _____
Designation
in the presence of witness:
1_____

2 _____

For and on behalf of the WAPCOS

NAME _____
Designation
in the presence of Witness
1_____

2 _____

Annexure – IX

(On Rs. 100 non- Judicial Stamp Paper duly attested by Notary / Magistrate and will be signed by the person who sign the Original Agreement))

FORMAT FOR GUARANTE BONDS
To Be Executed by Contractor for Water Proofing after Completion of Work

This Supplementary Agreement made this ____ day of _____ 20___ between (Name of Contractor firm & address) _____ (hereinafter called the CONTRACTOR / GUARANTOR of the one part) and the WAPCOS LIMITED, 5th floor, Kailash Building, 26, K. G. Marg, New Delhi (hereinafter called WAPCOS of the other part) for the Work **Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka** in respect of Contract Agreement (hereinafter called the "Original Agreement" signed between ……(Name of Contractor firm) and WAPCOS on…….. dated ……..), whereby the contractor interalia, under look to render the buildings and structures in the contract recited completely water and leak-proof for Toilets, Shower , Under Ground Tank, Roof, Over Head Tank, Basement and any other allied areas of building.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for **ten years** from the date after the Defect Liability Period or Maintenance Period whichever is later, prescribed in the contract. NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be **ten years** to be reckoned from the date after the Defect Liability Period / Maintenance Period whichever is later, prescribed in the contract.

Provided that the Guarantor will not be responsible for the leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

a. Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof.
b. Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
c. The decision of the Principal Employer with regard to cause of leakage/seepage shall be final.

During this period of guarantee the Guarantor shall make good all defects and in case of any defect being found, render the building water proof to the satisfaction of the Principal Employer at his cost and shall commence the work for the rectification within seven days from the date of issue of the notice from the Principal Employer calling upon him to rectify the defects failing which the work shall be done by the Principal Employer by some other agency at the GUARANTOR's risk and cost. The decision of the Principal Employer as to the cost payable by the Guarantor shall be final and binding. That if Guarantor fails to make good all defects or commits breach there under then the Guarantor will indemnify the principal and his successors against all loss, damage, cost expense otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this Supplementary Agreement. As to the amount of loss and/or damage and/or cost incurred by the Principal Employer the decision of the owner will be final and binding on the parties.

IN WITHNES WHEREOF those presents have been executed by the GUARANTOR ……..(Name and Designation who sign the Contract) on behalf of .....(Name of Contractor Firm) and Principal Employer on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Contractor	For and on behalf of the Principal Employer/Employer
NAME _____ Designation **in the presence of witness:** 1_____ 2 _____	NAME _____ Designation **in the presence of Witness** 1_____ 2 _____

ANNEXURE IX (a)

FORM OF BANK GUARANTEE BOND FOR WATER PROOFING WORK

1. In considerable of the …….(Name of Principal Employer) (hereinafter called "The Owner") having agreed to exempt..... (Hereinafter called the said contractor(s)) from the demand, under the terms and conditions of the Agreement No..... dated.....Made between ..... and ..... For the work of..... (hereinafter called "The said Agreement") security deposit for the due fulfillment by the said contractor(s) of the terms & conditions contained in the said Agreements for the work of water proofing work on production of an irrevocable Bank Guarantee for **Rs. ……(0.5% of tendered value excluding GST)** for ten years we ..... (Indicate the name of the bank) (Hereinafter referred to as "the Bank) hereby undertake to pay to the Owner an amount not exceeding Rs. ……(Rupees ……only) on demand by the Owner

2. We..... (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from Principal Employer stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under the Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ……(Rupees ……only).

3. We..... (indicate the name of the bank) further undertake to pay to Principal Employer any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by as under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We..... (indicate the name of the Bank) further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of Principal Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Principal Employer certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We…….. (indicate name of the bank) further agree with Principal Employer that Principal Employer shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by Principal Employer against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractors(s) or for any bearance, act of commission of the part of Principal Employer or any indulgence by Principal Employer to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of Bank or the contractor(s).

7. We…… (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of Principal Employer in writing

8. This guarantee shall be valid upto ..... unless extended on demand by Principal Employer. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ……(Rupees ……only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged

Dated this _____ day of _____ at……...

Authorized Signatory of …… Bank

Signature **Signature**

Name…….. **Name……..**

Signature Code/ S.S no. …… **Signature Code/ S.S no. ……**

Annexure –X

(On Rs. 100 non- Judicial Stamp Paper duly attested by Notary / Magistrate)

FORMAT FOR GUARANTE BONDS FOR ANTI-TERMITE TREATMENT
To Be Executed by Contractor for Anti Termite Treatment after Completion of Work

This Agreement made on this ____ day of _____ 20___ between_____ (Name of Contractor firm & address) _____ (hereinafter called the CONTRACTOR / GUARANTOR of the one part) and the _____(hereinafter called Principal Employer/Employer of the other part) for Anti Termite Treatment Works **Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka**

WHEREAS This Agreement is Supplementary, to a Contract (hereinafter called the Contract) Contract no._____ dated _____and made between the _____ (Name of Contractor) and WAPCOS LIMITED, 5th floor, Kailash Building, 26, K. G. Marg, New Delhi, whereby the contractor, inter alia, undertook to render the wooden work in the said contract recited completely Termite proof.

THE GUARANTOR hereby guarantee that the anti-termite treatment given by him will render the wooden works completely Termite proof and the minimum life of such Anti-Termite treatment shall be five years to be reckoned from the from the date after the Defect Liability Period or Maintenance Period which ever is later, prescribed in the contract.

During the period of guarantee the Guarantor shall make good all defects and in case of any defects being found render the wooden works termite proof to the satisfaction of the Principal Employer at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Principal Employer calling upon him to rectify the defects, failing which the work shall be got done by the Principal Employer through some other Agency at the Guarantor's cost and risk. The decision of the Principal Employer as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the Anti-termite works, or commits breach thereunder then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this Supplementary Agreement. As to the amount of loss and / or cost incurred by the Principal Employer on the decision of the Principal Employer will be final and binding.

IN WITHNES WHEREOF those presents have been executed by the GUARANTOR ……..(Name and Designation who sign the Contract) on behalf of .....(Name of Contractor Firm) and Principal Employer on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Contractor	**For and on behalf of the Principal Employer/Employer**
NAME _____ Designation	NAME _____ Designation
in the presence of witness:	**in the presence of Witness**
1_____	1_____
2 _____	2 _____

Annexure-XI

(On Rs. 100 non- Judicial Stamp Paper duly attested by Notary / Magistrate)

FORMAT FOR GUARANTE BONDS FOR ANTI-TERMITE & ANTI-RUST TREATMENT FOR FURNITURE

To Be Executed by Contractor for Anti Termite & Anti Rust Treatment for furniture after Completion of Work

This Agreement made on this ____ day of _____ 20___ between_____ (Name of Contractor firm & address) _____ (hereinafter called the CONTRACTOR / GUARANTOR of the one part) and the _____(hereinafter called OEM of Furniture of the other part) for Anti Termite & Anti Rust Treatment Works for Construction of Eklavya Model Residential School at Kurdeg, District Simdega, Jharkhand.

WHEREAS This Agreement is Supplementary, to a Contract (hereinafter called the Contract) Contract no._____ dated _____and made between the _____ (Name of Contractor) and WAPCOS LIMITED, 5th floor, Kailash Building, 26, K. G. Marg, New Delhi, whereby the contractor, inter alia, undertook to render the wooden work in the said contract recited completely Termite proof.

THE GUARANTOR hereby guarantee that the anti-termite and rust free treatment given by him will render the wooden works completely Termite proof and the minimum life of such Anti-Termite treatment shall be 05 (five) years to be reckoned from the date after the Defect Liability Period whichever is later, prescribed in the contract.

During the period of guarantee the Guarantor shall make good all defects and in case of any defects being found render the wooden works termite proof to the satisfaction of the Principal Employer at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Principal Employer calling upon him to rectify the defects, failing which the work shall be got done by the Principal Employer through some other Agency at the Guarantor's cost and risk. The decision of the Principal Employer as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the Anti-termite and anti-rust works, or commits breach thereunder then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this Supplementary Agreement. As to the amount of loss and / or cost incurred by the Principal Employer on the decision of the Principal Employer will be final and binding.

IN WITHNES WHEREOF those presents have been executed by the GUARANTOR ……..(Name and Designation who sign the Contract) on behalf of .....(Name of Contractor Firm) and Principal Employer on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Contractor	**For and on behalf of the OEM of Furniture**
NAME _____ Designation **in the presence of witness:** 1_____ 2 _____	NAME _____ Designation **in the presence of Witness** 1_____ 2 _____

ANNEXURE – XII

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 ¼ to 1(¼ 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 upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least ¼" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person

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. (100ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

   (b) Safety Measures for digging bore holes:-

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 borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
v. After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while reparing the pump;
vi. After the borewell 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 eyeshields.
(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 atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
(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 of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

(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.

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:-

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

(b) 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.

(c) 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 equipments 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.

ANNEXURE – XIII

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 equipments :-

1) 6 small sterilised dressings.
2) 3 medium size sterilised dressings.
3) 3 large size sterilised dressings.
4) 3 large sterilised burn dressings.
5) 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6) 1 (30 ml.) bottle containing salvolatile 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 equipments.

1) 12 small sterilised dressings.
2) 6 medium size sterilised dressings.
3) 6 large size sterilised dressings.
4) 6 large size sterilised burn dressings.
5) 6 (15 gms.) packets sterilised cotton wool.
6) 6.1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
7) 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label
8) 1 roll of adhesive plaster.
9) 1 snake bite lancet.

10) 1 (30 gms.) bottle of potassium permanganate crystals.
11) 1 pair scissors.
12) 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes / Government of India.
13) A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14) Ointment for burns.
15) A bottle of suitable surgical antiseptic solution.

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

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

(v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

(vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.

(vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

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

4. DRINKING WATER

(i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

(ii) Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

(iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

(iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

(i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

(ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

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

6. LATRINES AND URINALS

(ii) Latrines shall be provided in every work place on the following scale namely :-

(a) Where female are employed, there shall be at least one latrine for every 25 females.

(b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

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

(iv) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

(v) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.

(b) The notice shall also bear the figure of a man or of a woman, as the case may be.

(vi) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.

(vii) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

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

(ix) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

(x) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm (6 sft) per head.
Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

(i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b & c.

(ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

(iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.

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

(v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

a. In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

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

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

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

e. The floor shall be made of smooth and impervious materials and inside walls shall be limewashed or colour washed at least once in each year.
Provided that the inside walls of the kitchen shall be lime-washed every four months.

f. The premises of the canteen shall be maintained in a clean and sanitary condition.

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

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

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

j. The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

k. (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
(b) Washing places for women shall be separate and screened to secure privacy.

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

m. (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

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

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

p. In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
(a) The rent of land and building.
(b) The depreciation and maintenance charges for the building and equipment provided for the canteen.
(c) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.
(d) The water charges and other charges incurred for lighting and ventilation
(e) The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.

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

10. ANTI-MALARIAL PRECAUTIONS

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

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

12. AMENDMENTS

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

ANNEXURE-XIV

Contractor's Labour Regulations

1. **GENERAL**

These Labour regulations shall be followed by the Contractor.

2. **DEFINITIONS**

(i) Workman means any person employed by contractor directly or indirectly through a subcontractor with or without the knowledge of the WAPCOS to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-

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

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

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

(i) No person below the age of 14 years shall be employed to act as a workman.

(ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

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

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

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

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

(iii) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

(iv) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day,

(iv) provided he has worked under the same contractor for a continuous period of not less than 6 days.

(v) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. **DISPLAY OF NOTICE REGARDING WAGES ETC.**

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

5. **PAYMENT OF WAGES**

(i) The contractor shall fix wage periods in respect of which wages shall be payable.
(ii) No wage period shall exceed one month.
(iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
(iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
(v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
(vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
(vii) All wages shall be paid through Bank or ECS or online transfer.
(viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
(ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
(x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
(xi) The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer- in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:-

6. **FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES**

i) The wages of a worker shall be paid to him without any deduction of any kind except the following:-
   a. Fines
   b. Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

c. Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
d. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
e. Any other deduction which the Central Government may from time to time allow.

ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X

iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.

vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)

ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).

iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).

iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
a. Full particulars of the labourers who met with accident.
b. Rate of Wages.
c. Sex
d. Age
e. Nature of accident and cause of accident.
f. Time and date of accident.
g. Date and time when admitted in Hospital,
h. Date of discharge from the Hospital.
i. Period of treatment and result of treatment.
j. Percentage of loss of earning capacity and disability as assessed by Medical Officer.
k. Claim required to be paid under Workmen's Compensation Act.
l. Date of payment of compensation.
m. Amount paid with details of the person to whom the same was paid.
n. Authority by whom the compensation was assessed.
o. Remarks

v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)

vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)

vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)

viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

8. **ATTENDANCE CARD-CUM-WAGE SLIP**

i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-VII)

ii) The card shall be valid for each wage period.

iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

iv) The card shall remain in possession of the worker during the wage period under reference.

v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. **EMPLOYMENT CARD**

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

10. **SERVICE CERTIFICATE**

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

11. **PRESERVATION OF LABOUR RECORDS**

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

12. **POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

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

13. **REPORT OF LABOUR OFFICER**

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

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

14. **APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

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

15. **PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

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

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

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

16. **INSPECTION OF BOOKS AND SLIPS**

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

17. **SUBMISSIONS OF RETURNS**

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

18. **AMENDMENTS**

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

NOTE: ***APPENDICES*** *mentioned in above "Contractor's Labour Regulation" will be as per the General Conditions of Contract-2020 – Construction Works of CPWD.*

ANNEXURE – XV

NO CLAIM CERTIFICATE

Address to :
The Engineer- in-Charge
WAPCOS Ltd.,

Sub: Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka: Reg. No Claim Certificate

Ref: 1. Work Order no.:-
2. Contract Agreement no.:-

Sir,

We have submitted ----------nos. of bills including final bill total gross amounting for the subjected project of Rs. ----------/- (Rupees ---------- only).

However, following payment are due with Employer:

1. Balance Net amount (if any) of Rs. ----------/- against RA Bill No.----------
2. Balance GST (if any) of Rs. ----------/- against RA Bill No.----------
3. Performance Guarantee no. ----------dated ---------- amounting to Rs.----------/- issued by --------Bank which will be released by Employer as per tender conditions.
4. Security Deposit amounting to Rs.----------/- which will be released by Employer as per tender conditions

We declare unequivocally that the above payments are full and final amount for execution of subjected works against referred Contract Agreement with WAPCOS. We will not raise any further claim and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and that we shall continue to be bound by the terms and conditions of the Contract Agreement, as regards Performance of the Contract.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

Name and seal of Bidder

SECTION – VII

SCOPE OF WORK

SECTION-VII
SCOPE OF WORK

1.0 INTRODUCTION

The scope of work includes "**Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka**"
ESIC/WAPCOS reserves the right to add or delete any dispensary/ office in the below mentioned list.

Sl no.	Name of the Buildings/Premises	Location
1	ESIC PGIMSR, MEDICAL COLLEGE AND HOSPITAL – JOKA	JOKA KOLKATA

After a comprehensive condition survey of the existing infrastructure i.e. Buildings, Services, Equipment is & Plants including ancillary structures existing inside the premises/complex shall be carried out by them to assess the maintenance needs for each component of the infrastructure for restoring and sustaining the utility of the facilities.

Major Works to be carry out are as follows: (Kindly refer BOQ for complete details)

2.0 Scope of Work

2.1.1 Technical Specification Parameters

- Supplying, installation, Testing & Commissioning of at full load (Unity Power Factor) ON LINE Uninterrupted Power Supply (UPS) system suitable for Single Phase input,Single Phase output AC Supply with specifications as per BOQ
- Supplying, drawing, Testing and commissioning of Cat6A UTP 4 pair, 23 AWG solid copper cable
- Supplying and drawing following core Fiber Optic Cable having corrugated steel armoring.
- Supplying, installation, Testing and commissioning of 24 port Layer 2 indoor Network Switch with specifications as per BOQ
- Supplying Installation Testing and Commissioning of 24 port Cat6 Patch Panel loaded.
- Supplying, Installation, Testing and commissioning of CAT6 Patch Cord with specifications as per BOQ
- Supplying, Installation, Testing and commissioning of RJ45 Connector for CAT 6/6A Cables. RJ45 modular plug
- Supplying, Installation, Testing and commissioning of CAT6A Copper Information Outlet (IO) with face plate
- Supplying and fixing of following size Wall Mount Rack
- Supplying and fixing 24U Rack with 4 inch Castor wheels and front brake Floor Standing Rack with Main Frame Pillar
- Supply, Installation, Testing & Commissioning of IP based EPABX system
- SITC of P-300 IP Phone Compatible with SIP-based ' PBX systems (e.g., OpenScape Business X5/X8)OEM 5year Warranty of Said machine.
- SITC of NMS server
- SITC of IP-based Bedside Patient Unit with call button, LED indication, microphone,

speaker, call cancel/reset facility

- SITC of The Control system switch controller forms a decentraliced communications node for exchanging data
- SITC of Corridor Dome Light (multi-color LED) with 360° visibility
- SITC of Code Blue / Emergency Push Button Unit (for ICU/critical areas) having 5 year OEM Warranty
- Supply of necessary mounting accessories, back boxes, junction boxes etc.

2.1.2 OEM Authorization

Wherever specified in the Technical Specifications/BOQ, the Bidder shall submit a valid Manufacturer's/OEM's Authorization in favour of the Bidder for the offered IPPBX/NMS/Nurse Call System and/or other major equipment. The authorization shall confirm that the Bidder is authorized to supply, install, integrate, test, commission and provide warranty/after-sales support for the offered system/equipment. WAPCOS reserves the right to verify the authenticity of such authorization directly from the OEM

2.1.3 Compatibility & Integration with Existing System

The Contractor shall, before procurement and execution, satisfy itself regarding the configuration and condition of the existing IPPBX/NMS/Nurse Call System and associated network, cabling, interfaces, power supply and other connected infrastructure at ESIC Medical College & Hospital, Joka. All new equipment/software/components supplied under the Contract shall be fully compatible and seamlessly integrated with the existing system wherever integration is included in the scope. Any interface, connector, converter, software configuration, programming, licence or accessory reasonably required for successful integration and satisfactory operation of the system shall be deemed included in the scope unless specifically excluded in the Tender Document.

2.1.4 Testing & Commissioning

After completion of installation, the Contractor shall carry out comprehensive testing and commissioning of the entire system in the presence of representatives of WAPCOS/ESIC. The testing shall include functional testing, connectivity, communication, integration, redundancy/failover wherever applicable, software configuration, alarm/event functionality and all other performance parameters stipulated in the Technical Specifications. All testing instruments, manpower, software, consumables and incidental arrangements required for testing and commissioning shall be provided by the Contractor at its own cost. The work shall be considered complete only after successful testing, commissioning and acceptance by the Engineer-in-Charge/ESIC.

2.1.5 Ancillary and Allied Works:

The scope of each BOQ item shall be deemed to include all necessary ancillary civil, electrical, cabling, conduit, chasing, drilling, cutting, coring, making of openings, fixing, sealing, reinstatement and finishing works, as applicable, required for the proper installation, integration, testing, commissioning and functional operation. Any damage, breakage or disturbance to existing walls, floors, ceilings, structural or non-structural elements, finishes or other portions of the building arising during execution of the work shall be made good and restored to its original condition by the agency, at no extra cost to WAPCOS/ESIC. All such ancillary and incidental works, materials, labour, tools and accessories necessary for complete and satisfactory execution of each BOQ item

shall be deemed included in the quoted rates, and no separate payment shall be admissible on this account.

2.1.6 Handover Documentation

Prior to final handing over, the Contractor shall submit, wherever applicable, complete as-built drawings, schematic/network diagrams, equipment schedules, IP/configuration details, operation and maintenance manuals, test and commissioning reports, OEM warranty certificates, software/licence documents, passwords/administrative credentials, inventory of installed equipment and such other records as required by WAPCOS/ESIC. The Contractor shall also provide necessary demonstration/training to the designated personnel of ESIC/WAPCOS. Final handing over shall be subject to submission and acceptance of the above documents

2.1.7 Warranty

All equipment, hardware, software and components supplied and installed under the Contract shall be covered by the manufacturer's/OEM's warranty for the period specified in the BOQ/Technical Specifications or for a minimum period of 12 months from the date of successful commissioning and handing over, whichever requirement is higher. During the warranty/Defect Liability Period, the Contractor shall rectify defects and replace defective components, without any additional cost to WAPCOS/ESIC, except where the defect is demonstrably attributable to misuse or causes specifically excluded under the Contract.

2.1.8 Drawings

The Contractor shall verify actual site conditions and dimensions before execution. Wherever required, the Contractor shall prepare and submit shop drawings, network architecture, wiring diagrams, equipment-layout drawings and other working drawings for approval of the Engineer-in-Charge before execution. Approval of such drawings shall not relieve the Contractor of responsibility for correctness, compatibility, performance or completion of the system.

2.1.9 Specialized Agencies

Wherever any part of the work is required to be executed through an OEM/authorized system integrator/specialized agency, the Contractor shall obtain prior written approval of the Engineer-in-Charge before engaging such agency. The Contractor shall remain fully responsible for the quality, performance, coordination and completion of all work executed through such specialized agency. Engagement of a subcontractor/specialized agency shall not create any contractual relationship between such agency and WAPCOS/ESIC.

2.1.10 Work Programme and Progress Monitoring

Within 7 (Seven) days from the date of award/commencement, the Contractor shall submit a detailed activity-wise work programme/bar chart showing procurement, delivery, installation, integration, testing, commissioning and handing over activities, along with proposed manpower deployment. The Contractor shall submit weekly progress reports or at such intervals as directed by the Engineer-in-Charge. In case of slippage, the Contractor shall submit a recovery/revised programme indicating measures proposed for achieving completion within the stipulated Contract period. Approval of any programme/revised programme shall not relieve the Contractor of its

contractual responsibility to complete the work within the stipulated period.

2.1.11 Material/Equipment Approval and Inspection

The Contractor shall submit samples, technical literature, OEM data sheets, certificates and test reports for approval wherever required before procurement. WAPCOS/ESIC shall have the right to inspect and/or test any equipment/material at the manufacturer's works, approved laboratory or at site. Any equipment/material found not conforming to the approved specifications/make/model shall be removed and replaced by the Contractor at its own cost. Approval, inspection or testing by WAPCOS/ESIC shall not absolve the Contractor of its responsibility for quality and performance

2.2 Manpower Deployment & related Conditions

- Manpower attendance register is to be maintained properly.
- Uniform, ID Card, safety shoes and other tools have to be provided to each and every staff by the agency.
- The Working Staff should be professionally qualified and must be trained.
- Supervisor required to be deployed at site by Contractor at his own cost for smooth function of work at site. Similarly, quantities of item mentioned in the BoQ shall be increased or decreased as per the site requirement or ESIC/WAPCOS directions.
- Manpower deployment schedule has to be finalized by the contractor as per the WAPCOS/ESIC Guidelines and in consultation with WAPCOS/ The Dean /Engineer as per respective jurisdiction of buildings.

2.3 Additional Conditions

- The contractor will carry out all preventive maintenance / Checks as per CPWD Specification and works procedure.
- The scope of work under this contract can be increased/decreased accordingly on same terms and condition as per prevailing DSR/ NDSR (at the time of extension, if any) with rates will be applicable in contract. Any increase in the scope of work shall be in terms of CVC/GFR guidelines and with prior approval of competent authority of ESIC
- Ensuring that the Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations relate to workmen deployed at the Site like compliance of Labour laws, minimum wages as per CLC, ESI, EPF & Bonus etc.
- Obtaining necessary Statutory Approvals / Permission / Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authorities etc. as applicable.
- Intimating WAPCOS about any excess expenditure likely to be incurred over and above the approved estimate and also about possibility of Time Overrun as soon as it comes to its knowledge along with reasons and justifications thereof for necessary approvals from ESIC before committing / incurring the extra / additional expenditure.

- The contractor shall compensate ESIC/WAPCOS for any losses incurred by theft, illegal or fraudulent Activities of the manpower deployed directly or through his manpower/contractor
- The agency has to maintain daily category wise attendance register recording the name and designation of staff & workers. 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 rate quoted by the bidder.
- The engineer-in-charge or his authorized representative may check the performance on day to day basis and if it is found poor performance, penalty of Rs. 50,000 shall be imposed. In case of repetition, penalty shall be increased by 1.00 lakh to 1.5 lakh and after 3rd term contract may be terminated.
- Agency shall not execute any work without knowledge of WAPCOS/ESIC. Any increase in the scope of work shall be in terms of CVC guidelines and with prior written approval of competent authority of ESIC then only consider else agency should bear cost and expenditure with his at risk and cost .
- Agency will adhere to the CPWD specifications, schedule of rates of the CPWD and GFR provisions.
- Prior sanction will be sought for all changes involving expenditure over and above the administratively approved cost. However, it shall have been ensured that the changes are kept to a minimum.
- Claims, legal disputes, and any matter arising out of the execution of the work will be dealt with by the Agency as per the procedure applicable to its own works. However, if any legal charges are involved, they will be debited to the work concerned of the Zone. The agency will act as an agent for ESIC.
- WAPCOS, on behalf of the The Dean, ESIC, shall have the power to make any alterations, additions, or substitutions in the original specifications, drawings, designs, and instructions that may appear to him to be necessary during the progress of the work. The Agency shall carry out the work in accordance with any instructions which may be given to them in writing by the The Dean, ESIC, and such a course of action shall not invalidate the contract.
- Any deviation in work due to changes in designs and specifications will require the prior approval of the WAPCOS. Extra/substitute items arising out of the change in design/specifications shall, however, fall within the purview of the Executive Agency. Variation in quantities of items shall be charged to work with the approval of WAPCOS.
- Agency shall not transfer funds or materials so procured temporarily or otherwise to any works other than ESIC works.
- Agency shall report the progress and expenditures of each work under its execution everymonth to the Engineer-in-Charge of WAPCOS on behalf ofMS, ESIC in Form CPWD 65 showing in respect of each work the amount of deposit received and the expenditure incurred both during the month and up to date.
- It shall not be permissible for the agency to apply without the sanction of the WAPCOS/ The Dean, ESIC any anticipated or actual saving whether due to the abandonment of a part of work or to any other causes, on a sanctioned estimate of a definite project to carry out additional work not contemplated in the original project or fairly contingent on its actual execution.

- Notwithstanding anything contained above, WAPCOS/ The Dean, ESICwill have the Authority to foreclose the agreement and seek an alternative construction agency if work is not executed as per schedules or specifications. The agency will separately apprise and submit the periodic reports to WAPCOS/ The Dean, ESIC.
- Any time extension for completion of the work due to a genuine reason shall require prior approval of WAPCOS/ The Dean, ESIC.
- Appropriate agency in the agreement means any subcontractor appointed by WAPCOS Ltd. in consultation with the The Dean, ESIC.
- Failure to complete the work within the stipulated time limit will attract a penalty of 1% on the estimated cost after every 15 days until completion of the work.

3.0 Payment Terms

The Associate/Sub – Consultant/Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between ESIC being Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub-consultant/Sub-Contractor unconditionally acknowledges that the payments under the present contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e. after 30 (thirty) days subject to receipt of payment from ESIC being Principal Employer/Client. The Associate/Sub-consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from ESIC (Principal Employer/Client), then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.

The Contractor / Agency shall submit the Running 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 measurement of work at site. 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/ESIC/Satisfactory person. Payment terms will be same as per Work Order received by WAPCOS from ESIC. The copy of the same is attached in NIT.

- Payment of contractor shall be given by WAPCOS on the basis of proof submission by the contractor for the disbursement of payment to labour if applicable minimum wages as per CLC,ESI, EPFetc employed by him.
- During the Defect Liability/Warranty Period, the Contractor shall attend all complaints relating to the installed system within 48 hours of communication by WAPCOS/ESIC or within such shorter response time as specifically stipulated for critical services. In case the Contractor fails to attend/rectify the defect within the stipulated period, WAPCOS shall be entitled to get the same rectified through any other agency at the risk and cost of the Contractor, without prejudice to recovery/penalty and other remedies available under the Contract.
- In the event of failure to attend 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/ Security depositof the agency.

- On submission of consumable item sheet duly verified by engineer in charge WAPCOS/ESIC/Satisfactory person.
- GST: The quoted rates/percentage shall be exclusive of GST unless specifically stated otherwise. GST shall be reimbursed/paid at the applicable statutory rate subject to submission of a valid tax invoice and compliance by the Contractor with all applicable GST provisions, including correct reporting of the transaction in statutory returns so as to enable WAPCOS to avail eligible Input Tax Credit. Any loss of eligible Input Tax Credit to WAPCOS attributable to non-compliance, incorrect reporting or default on the part of the Contractor shall be recoverable from the Contractor, subject to applicable law
- Agency / Contractors shall strictly adhere to all relevant statutory provisions as may be applicable for such work award.

4.0 NOC'S / APPROVALS/ CLEARANCE FROM LOCAL BODIES/ AUTHORITIES

All the necessary Statuary Approvals/ NOCs/ Clearances such as Forest NoC, if necessary; approval of local Govt. body for architectural plans; Approval of ground water board, if necessary; clearance of height from concerned authority, if any; Fire NoC/Fire Safety Certificate, Lift NoC, DG Sets, if any; which are required from any Govt. Department / body, before start of the work / during execution of work / after execution of work & before handing over the project, are the responsibility of the Contractor and are in the scope of work of the Contractor.

If any modification/revision is required in all the above mentioned Statuary Approvals/ NOCs/ Clearances, before start of the work / during the work / after execution of work are the responsibility of the Contractor and are in the scope of work of the Contractor. The fee deposited for getting approvals, shall be deposited by the Contractor to the concerned Department / Authorities and will be reimbursable to the Contractor on producing of original receipt of deposited fee and no extra cost for the same shall be claimed by the contractor.

5.0 Reference to the Standard Codes of Practice

All Standards, Technical Specifications and Codes of practice referred to shall be latest editions including all applicable official amendments and revisions. The Contractor shall make available at site hard copies of all latest editions of relevant codes and specifications such as CPWD Specifications, Delhi Schedule Rates (2021), CPWD Specifications for Horticulture and Landscaping work (2020), and relevant/ applicable BIS codes.

Wherever Indian Standards do not cover some particular aspects of design/ construction, relevant International Standards shall be referred to. The Contractor shall make available at site such standard codes of practice.

6.0 LIST OF MAKE FOR WORKS

- The agency/contractor should use "Make-in-India' products as per the Govt. of India "Make in India" policy updated upto the last date of submission of bids. The agency should also consider the availability of spare parts/components for maintenance purposes while proposing any brand/manufacturer.
- In case of non-availability of 'Make in India' brands then only the proposal for use of

international brands is allowed with the prior approval of Engineer-inCharge complying with all Government of India norms.

- The contractor shall supply ISI marked item/material. In case ISI marked item/material is not available, First Quality item/material shall be accepted. The samples of the item/material shall in either case have to be got approved from Engineer-in-Charge before procurement by Contractor.
- The agency shall submit at least three ISI marked or 1st Quality make/brand (in case ISI marked item/material is not available) along with the current rates (the difference in rates shall not be more than 10% of the average of three ISI marked or Ist Quality make/brand) and specifications for the approval of Engineer-in- charge before procurement.
- The makes / brands / models of all the finishing items like tiles / sanitary fixtures / light fixtures etc. shall be finalized and approved by Engineer-in-charge with concurrence from the client. No such items shall be procured or used or installed without written approval from Engineer-in-charge.
- The design of electrical equipments, wherever applicable, should be type tested by Central Power Research Institute (CPRI) / Electrical Research and Developments Associations (ERDA).
- It will be contractor's responsibility to ensure timely submission of samples and relevant documents for approval of Engineer-in-Charge. Contractor will have to replace the defective and substandard materials at his own cost.The quality of work is of paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipment to execute the work to provide the desired quality.
- All equipment, components, accessories and materials proposed for incorporation in the work shall be of approved make/manufacturer and shall conform to the Technical Specifications, applicable BIS/IEC/ISO standards and other standards specified in the Tender Document. The Contractor shall submit complete technical data sheets, make, model, catalogue, test certificates and other documents as required by the Engineer-in-Charge for approval prior to procurement. No material/equipment shall be procured or incorporated in the work without approval of the Engineer-in-Charge. Such approval shall, however, not relieve the Contractor of its responsibility for compliance with the specifications, performance requirements and contractual obligations.
- Wherever specified in the Technical Specifications/BOQ, the Bidder shall submit a valid Manufacturer's/OEM's Authorization in favour of the Bidder for the offered IPPBX/NMS/Nurse Call System and/or other major equipment. The authorization shall confirm that the Bidder is authorized to supply, install, integrate, test, commission and provide warranty/after-sales support for the offered system/equipment. WAPCOS reserves the right to verify the authenticity of such authorization directly from the OEM.

Detailed Bill of Quantities

SECTION – VIII

FINANCIAL PROPOSAL

SUMMARY OF COST FOR PERCENTAGE RATE TENDER

Description	Percentage Quoted (Excess / Less / at par)	Total Amount as per % Quoted (Excluding GST) (Rs.)
Special Repairing Work of IPPBX , Network Management System (NMS) & Nurse Call System at ESIC Medical College and Hospital, Joka	**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:-

- ***Total amount quoted should be exclusive of GST.***
- ***The Performa for filling the percentage rate 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.***
- Prices quoted by the Bidder shall include all Materials, Tools & Plant, labour, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, applicable Labour Cess, cost of insurance to this contract, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the Contractor, from time to time. GST shall be payable extra as per prevailing rates. 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 Contractor shall issue Tax Invoices to the Employer showing (i) Basic amount (ii) GST amount separately in each bill. 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.
- Demolition if occur any, it will be the property of ESIC JOKA/WAPCOS. Contractor cannot claimed for the same.
- The Contractor should follow all the prevailing statutory regulations with respect to safety, labour welfare, insurances etc. without any additional burden to WAPCOS and ESIC JOKA.

NAME OF WORK :SPECIAL REPAIRING WORK OF IPPBX , NETWORK MANAGEMENT SYSTEM (NMS) & NURSE CALL SYSTEM AT ESIC MEDICAL COLLEGE AND HOSPITAL, JOKA		
SI No.	**Description of Work**	**Amount (INR)**
1	**Data (LAN & WiFi) Networking IPPBX ,NMS&Nurse Call system**	**38707143.27**
3	**Total amount Without GST**	**38707143.27**
4	**Total**	**38707143**
" *Above mentioned rates includes GST, labour cess, other services charges and Administrative service Charges per worker as per only latest CLC norms per month quoted by the firm in financial bid shall be commensurate with the administrative and supervisory efforts required for the executing the contract		
" Payment shall be released only for executed quantity and manpower as per the direction of Engineer-in Charge/ESIC		

SPECIAL REPAIRING WORK OF IPPBX , NETWORK MANAGEMENT SYSTEM (NMS) & NURSE CALL SYSTEM AT ESIC MEDICAL COLLEGE AND HOSPITAL, JOKA

ABSTRACT

Sl. No.	DSR	Item Description	Units	Quantity	Rate	Amount
A		**IPPBX(Internet Protocol Private Branch Exchange) &NMS(Network Management System)**				
		Network Active Device				
1	26.1	Supplying, installation, Testing & Commissioning of following below capacity at full load (Unity Power Factor) ON LINE Uninterrupted Power Supply (UPS) system suitable for Single Phase input,Single Phase output AC Supply. The UPS shall include a Rectifier, inverter, battery bank suitable for 30 minutes back up (Battery VAH capacity shall not be less than 1600 VAH per KVA of UPS rating per Hour backup time) on full load (Battery shall be VRLA, SMF in ABS Container) and Static Bypass switch alongwith provision for manual bypass, suitable isolation transformer for additional protection against neutral faults etc.Including Battery bank suitable to UPS system and having 3years OEM warrenty				
2	26.1.4	10KVA;Bttery type AMF VRLA , ABS container, maintenance free	Nos	1.00	168506.00	168506.00
3	39.18.1	Supplying, drawing, Testing and commissioning of Cat6A UTP 4 pair, 23 AWG solid copper cable in existing conduit/ on surface, U/FTP, LSZH, NonPlenum, Horizontal (solid) Cable suitable for high speed data networking application supporting upto10Gbps over a 100 meter channel. The 4 UnshieldedTwisted Pairs (UTP) cable with color coded insulationfor easy indentification should have FLAMEPROPERTIES i.e. Flammability Test - IEC 60332-1,Smoke Density - IEC 61034, LSZH standardscompliance: ANSI/TIA-568 C.2, ISO/IEC 11801, IEEE802.3an, RoHS. Delay Skew should be < 45NS. Theouter Cable Diameter should be 7.5 + 2 mm. Cable should have been tested and verified by UL/ ETL etc.complete as required.	Mtr	56610.00	62.00	3509820
4	39.19.1	Supplying and drawing following core Fiber Optic Cable having corrugated steel armoring. The Fiber should be SM Fiber Central -loose tube filled with Thixotropic jelly, duly following Standards: ISO11801,IEC 60793-1/60794-1-2, ITU-T-REC G.652D Single Mode 6 Core Optical fiber cable	Mtr	1980.00	64.00	126720
5	39.3.1	Supplying, installation, Testing and commissioning of following capacity 24 port Layer 2 indoor Network Switch having features and specifications 24 port PoE Layer 2 Network Switch with PoE Support of 370W or higher with each copper port supporting 802.3at PoE+ min.	Each	40	125393	5015720
6	39.11	Supplying Installation Testing and Commissioning of 24 port Cat6 Patch Panel loaded. Must be of 1U height with clear label holders and white label with the panel 24 Ports Cat-6 Patch Panel should have ETL/UL verification program certificate for compliance with ANSI/TIA-568.2-D etc. complete as required.	Nos	40.00	5278.00	211120
7	39.12	Supplying, Installation, Testing and commissioning of following CAT6 Patch Cord should have ETL/UL verification program certificate for compliance with ANSI/TIA-568.2-D etc. complete as required.				
8	39.12.1	Copper Patch Cords of length 1m (3ft)	Each	666.00	151.00	100566
9	39.12.2	Copper Patch Cords of length 3m (10ft)	Each	666.00	227.00	151182
10	39.16	Supplying, Installation, Testing and commissioning of RJ45 Connector for CAT 6/6A Cables. RJ45 modular plug supports 4 twisted pairs, 8 positions, 8 connectors. Housing: PC, UL94V-2, transparent color, Use for 24- 26 AWG stranded wires etc. complete as required.	Each	666.00	9.00	5994
11	39.15	Supplying, Installation, Testing and commissioning of CAT6A Copper Information Outlet (IO) with face plate of color as per site requirement, should have ETL/UL verification program certificate for compliance with ANSI/TIA-568.2-D. All copper Cable and Components should be from same OEM to maintain compatibility and interoperability etc. complete as required.	Each	666.00	302.00	201132

12	39.23	Supplying and fixing of following size Wall Mount Rack having Fixed Structure with 0.8mm CRCA Sheet, completely knocked-down condition (CKD) Shape, Vertical Mounting Rail 1.6 mm with 'U'Marking, Minimum 2 cable entry/exit provision at Top and bottom with rubber protection, Front 5mm Toughened Glass with lock, wall mounting kit, Powder coated Color- RAL- 7035, complied with UL & RoHS, 2 x 6 sockets 16A power distribution units, 3 numbers closed cable organizer, Hardware mounting screws packet of 20 x 1 number, etc. complete as required.				
13	39.23.2	9U Rack	Each	40.00	8960.00	358400

14	39.24	Supplying and fixing 24U Rack with 4 inch Castor wheels and front brake Floor Standing Rack with Main Frame Pillar of 1.25mm Powder Coated CRCA Sheet with removable side panels, L- Shape adjustable Vertical Mounting Rail of 2mm with 'U'Marking completely knocked-down condition (CKD) Shape, fitted with 4 number cooling fans, minimum 5nos two line cable entry/exit provision at top and bottom with rubber protection, Front door 5mm Toughened Glass with MS frame or MS perforated with lock, Rear MS vented or perforated door, Powder coated Color- RAL- 7035 or black, complied with UL & RoHS, 2 x 6 sockets 16A power distribution units, 3 numbers closed cable organizer, Hardware mounting screws packet of 20 x 1 number, etc. complete as required.	Each	1.00	20991	20991
15	1.21.2	Supplying and fixing of following sizes of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required. 25 mm	mtr	28305	168.00	4755240
		DSR TOTAL				**14625391**
		DSR without GST				**12394399**
16	4878(DSR supply only)	Battery 12V/65 AH, for IPPBX (Internet Protocol Private Branch Exchange)	Nos	32	4080	130560
	NDSR					
1	NDSR	Supply, Installation, Testing & Commissioning of IP based IPPBX system based on OpenScape Business X5/X8 redundant PSU with UC Enabled IP ready switch platform orequivalent, complete with processor unit power supply, gateway modules, LAN interface and required hardware supporting minimum 300 IP users.Currenty equipped for 1.Analog Co trunk port-08 Nos, SIP trunk 30 Nos, IP user Licences-300 Nos with operator console . OEM 3 year Warrenty of Said machine.	Nos	1.00	2362000.00	2362000.00
2	NDSR	Supply of P-300 IP Phone Compatible with SIP-based PBX systems (e.g., OpenScape Business X5/X8)OEM 3 year Warrenty of Said machine.	Nos	300.00	7200.00	2160000.00
3	NDSR	**A**. Installation & Commissioning of IP PBX. For supply IP Phone Compatible with SIP-based ' PBX systems **B.** Installation & Commissioning of IP Telephones. IP based EPABX system based on OpenScape Business X5/X8 redundant	Nos	1.00	500000.00	500000.00
4	NDSR	Supplying, installation, Testing and commissioning of NMS server (Network Management System)	Nos	1.00	500000.00	500000.00
5	NDSR	Supplying, installation, Testing and commissioning of NMS (Network Management System) software with 3 years licence subscription. (Real-time monitoring, Dashboard, Asset management, Network topology)	Nos	1.00	5800000.00	5800000.00
6	NDSR	Supplying, installation, Testing and commissioning of IP-based Bedside Patient Unit with call button, LED indication, microphone, speaker, call cancel/reset facility, suitable for mounting on bed head panel, complete as required having 3 year OEM Warrenty	Each	666	9,465	6,303,690
7	NDSR	Supplying, installation, Testing and commissioning of Handheld Patient Pendant with call button and flexible cord, compatible with bedside unit having 3 year OEM Warrenty	Each	666	2,184	1,454,544
8	NDSR	Supplying, installation, Testing and commissioning of of Toilet Emergency Pull Cord Unit with ceiling-mounted pull switch, reset button, LED indication, IP65 protection having 3 year OEM Warrenty	Each	46	9,744	448,224
9	NDSR	Supplying, installation, Testing and commissioning of Nurse Master Station with LCD display unit (min. 16"), call monitoring, two-way communication, LAN connectivity and sound system inbuilt having 3 year OEM Warrenty	Each	20	40,320	806,400
10	NDSR	Supplying, installation, Testing and commissioning of The Control system switch controller forms a decentraliced communications node for exchanging data between the connected system devices and the rest of the communications system having 3 year OEM Warrenty	Each	20	25,200	504,000
11	NDSR	Supplying, installation, Testing and commissioning of of Corridor Dome Light (multi-color LED) with 360° visibility for call indication having 3 year OEM Warrenty	Each	134	9,072	1,215,648
12	NDSR	Supply of Central Control Unit / Server for Nurse Call System with required software and storage having 3 year OEM Warrenty	Each	1	78,000	78,000

13	NDSR	Supplying, installation, Testing and commissioning of Code Blue / Emergency Push Button Unit (for ICU/critical areas) having 3 year OEM Warrenty	Each	15	8,736	131,040
14	NDSR	Installation, testing & commissioning of complete Nurse Call System	Lot	1	100,000	100,000
15	NDSR	Supply of necessary mounting accessories, back boxes, junction boxes etc.	Each	1000	160	160,000
			NDSR Total + DSR supply			**22654106**
			Cartage charges @1%			**22880647**
			CP@15%			**26312744**
			Total NDSR			**26312744**
			Total NDSR+DSR items			**38707143**

MB SHEET

SPECIAL REPAIRING WORK OF IPPBX , NETWORK MANAGEMENT SYSTEM (NMS) & NURSE CALL SYSTEM AT ESIC MEDICAL COLLEGE AND HOSPITAL, JOKA

Sr. No.	Ward Name	Department	Beds	TOILET	Floor	Building	IP-based Bedside Patient Unit	Handheld Patient Pendant	Nurse station	Corridor Dome light	25mmPVC PIPE	Cat6 Wire	24Port POE Switch	Cat6Patch Panel	OFC	9U RACK	24U RACK
1	Male Surgical Ward	Male Surgery	75	10	9th	New Building	75	75	2	12	3187.5	6375	4	4	180	4	1
2	Female Surgical Ward	Female Surgery	60	10	8th	New Building	60	60	2	12	2550	5100	4	4	180	4	
		Paediatric Surgery	10		8th	New Building	10	10			425	850		0	0	0	
3	Male Medical Ward	Male Medicine	64	10	7th	New Building	64	64	2	12	2720	5440	4	4	180	4	
		Male Pulmo	5		7th	New Building	5	5			212.5	425		0	0	0	
		Male Hematology	6		7th	New Building	6	6			255	510		0	0	0	
4	Female Medical Ward	Female Medicine	64	10	6th	New Building	64	64	2	12	2720	5440	4	4	180	4	
		Female Pulmo	5		6th	New Building	5	5			212.5	425		0	0	0	
		Female Hematology	6		6th	New Building	6	6			255	510		0	0	0	
5	Paediatric Ward	Paediatric	75	10	5th	New Building	75	75	2	12	3187.5	6375	4	4	180	4	
6	Male Orthopedics Ward	Male Orthopedics	30	10	4th	New Building	30	30	2	12	1275	2550	3	3	135	3	
		Male ENT	18		4th	New Building	18	18			765	1530		0	0	0	
7	ICU	SICU	10	6	3rd	New Building	10	10	2	6	425	850	1	1	45	1	
	Palliative Care Unit	Anaesthesia	5		3rd	New Building	5	5			212.5	425		0	0	0	
8	Gynaecology Ward	Gynaecology	40	6	2nd	New Building	40	40	2	6	1700	3400	3	3	135	3	
9	Labour Room	Labour Room	10	6	1st	New Building	10	10	1	6	425	850		0	0	0	
10	Casualty Ward	Male Casualty	16	10	Ground	New Building	16	16	1	10	680	1360	4	2	180	4	
		Female Casualty	15		Ground	New Building	15	15			637.5	1275		0	0	0	
11	Female Orthopedics Ward	Female Orthopedics	30	4	8th	Old Hospital Building	30	30	1	10	1275	2550	4	3	180	4	
		Female ENT	12		8th	Old Hospital Building	12	12			510	1020		0	0	0	
12	ICU	MICU	20	4	6th	Old Hospital Building	20	20	1	6	850	1700	1	1	45	1	
13	Ophthalmology Ward	Eye	20	4	5th	Old Hospital Building	20	20	1	6	850	1700	3	2	135	3	
14	Dermatology	Dermatology	10		5th	Old Hospital Building	10	10			425	850		0	0	0	
15	Obstetrics Ward	Obstetrics	40	4	4th	Old Hospital Building	40	40	1	6	1700	3400	3	3	135	3	
16	NICU	NICU	12	4	3rd	Old Hospital Building	12	12	1	6	510	1020	2	2	90	2	
17	PICU	PICU	8		3rd	Old Hospital Building	8	8			340	680		0	0	0	
			666	108			666	666	23	134	28305	56610	44	40	1980	44	1